

**REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 18, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

A. Approval of minutes of September 20, 2021 Regular City Council Meeting

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

A. Proclamation recognizing Florida City Government Week - October 18 - 24, 2021

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

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

A. Capital Project Status

B. Operations Financial Report

C. Announcements

5. PUBLIC HEARINGS

A. Pointe Mezzanine, LLC & Pointe Resort, LLC are requesting approval for a Major Development Order, Major Subdivision and Marine Construction Permit. The project is located at 1 Gulf Shore Drive (Parcel IDs: 00-2S-24-0000-0034-0000; 00-2S-24-0000-0034-0020), with the property totaling approximately 4.34 acres. The applicant is proposing an accessory private docking facility for the previously authorized upland development (approved under DO 09-17).

6. *CONSENT AGENDA (No public comments)

A. Beach & Boardwalk Operations FY22-TDC Interlocal Agreement w/BOCC

B. John Deere 410L Loader, authorization to purchase

C. John Deere 3033R Compact Utility Tractor, authorization to purchase

D. Burns Legal Solutions: Payment Authorization

- E. Approval for use of city right-of-way for McGuire's Annual Halloween Fun Run
- F. Draft minutes of committee/board meetings

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

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

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

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

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

Personas con discapacidades que necesitan asistencia o personas que necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-

4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

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

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

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

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

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 20, 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 Dewey Destin

Councilmember Terésa Hebert

Councilmember Johnny King

Councilmember Kevin Schmidt

Councilmember Jim Bagby

Councilmember Prebble Ramswell

Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson

City Clerk Rey Bailey

Public Services Director Michael Burgess

Grants/Project Manager Jeffrey Cozadd

Comm. Dev. Director Louis Zunguze

Finance Director Krystal Strickland

Land Use Attorney Kimberly Kopp (Virtual)

Deputy City Manager Webb Warren

Public Information Manager Catherine Card

Engineering Assistant II Joe Bodi

Principal Planner Steve O'Connor

HR Manager Nichole De Vito

City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 pm. Pastor David J. Butler of Faith Assembly Christian Church gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Braden requested adding item 7A – *Approval of proposed written agreement between the City of Destin and Mr. Mike Buckingham regarding the Capt. Royal Melvin Heritage Park project* to the agenda.

Motion by Councilmember Ramswell, seconded by Councilmember Hebert, to approve the agenda, as amended, passed 7-0

1. APPROVAL OF MINUTES

A) Approval of minutes of September 9, 2021 Special City Council Meeting

Councilmember Hebert moved for approval of minutes of September 9, 2021 Special City Council Meeting; seconded by Councilmember Destin. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

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

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

4. CITY MANAGER REPORTS

A) Tourist Development Taxing District Expansion – Update

The city’s Special Counsel Jeff Burns provided the following update on the Tourist Development Taxing District expansion:

- On September 8, 2021, Okaloosa County and municipalities located within Okaloosa County met at the second Chapter 164 meeting at the Destin-Fort Walton Beach Convention Center. At this meeting, two Interlocal Agreements were presented
- All municipalities have now approved and adopted both Interlocal Agreements
- At their meeting on Wednesday, September 15th, the TDC Board recommended approval of the county ordinance which have been amended or revised after the September 8th meeting to include language that protects the City of Destin’s ability to have an elected representative for perpetuity on the TDC Board.
- The next BOCC meeting is scheduled for Tuesday, September 21st at 3:00 pm in Shalimar. He will attend that meeting to make sure the proposed ordinance is heard along with the interlocal agreements.
- The Conflict Resolution 164 process will be terminated once the agreements come into effect, as provided in the agreements

The City Attorney noted that he received a phone call from the County Attorney just prior to this meeting informing him of some last-minute ministerial changes to the ordinance addressing the transfer of TDT collections from DOR to the Clerk of Court. These changes did not impact the City of Destin seat on the TDC Board or the 12.5% funding allocation.

The City Attorney also noted that another part of this agenda item is a draft cover letter to the Attorney General consistent with Councilmember Bagby’s request at the previous council meeting. He asked for council’s direction whether to proceed forward with this request.

Councilmember Bagby stated that this request has nothing to do with the TDC or the agreements to which all the municipalities have already agreed. The city council is seeking the Attorney General's opinion regarding the following three questions:

- 1) *Does Okaloosa County, as the taxing authority, possess the legal authority to create a single taxing district which levies the Tourist Development Tax at different rates for different areas of the taxing district?*

Councilmember Bagby stated that he does not believe the county possess the above authority; and neither did the city's special counsel based on the opinion he provided to the council a few weeks ago. He continued that even if the Attorney General finds the special counsel's opinion to be correct, it will not prevent the action the county plans to undertake.

- 2) *Does Okaloosa County, as the taxing authority, possess the legal authority to incorporate the totality of an existing subcounty special taxing district into a new, countywide taxing district by way of a referendum election which excludes the citizens residing in the existing subcounty special taxing district?*

Councilmember Bagby stated they have sworn to protect the Destin citizens and their voting franchise, and that in his opinion, if the action the county is taking passes, it will dilute the power of the vote of the citizens of Destin.

- 3) *If the city's citizens seek relief pursuant to section 125.0104(6)(d), Florida Statutes, would they be required to garner 15% of the electors in the original subcounty special taxing district that they approved to join or would they be required to garner 15% of the electors in the new countywide taxing district that they were denied a vote in order to remove themselves from the taxing district?*

Councilmember Bagby also stated that this issue is about the power of the citizens of Destin and the taxing of the businesses in Destin; and that in his opinion, there should not be two different tax rates in a district and that the county should not have the right to disenfranchise the voters of Destin.

Councilmember Bagby moved to authorize the City Manager and City Attorney to forward the Attorney General's Opinion (AGO) request letter to the Florida Attorney General; seconded by Councilmember Ramswell.

The mayor expressed concern over the message this action will send to the county after the conflict resolution process they have just conducted, and with all the municipalities agreeing on the language and the execution of the county's proposed ordinance. He also noted that the Attorney General's opinion is usually not legally binding and so he does not see the value of seeking for it at this time.

According to Councilmember Destin, even though the questions Councilmember Bagby poses are all pertinent, the agreement the municipalities have voted on included a language that

municipalities will not challenge the legality of the document. For this reason, he would not be able to support the motion on the floor.

Councilmember Ramswell argues that they are merely seeking for a higher-level opinion from the Attorney General. It does not necessarily mean they will challenge the action or enter into litigation with the county. She added that this opinion could assist them in making further decisions later on.

Councilmember Hebert stated that she concurs with the previous comments from the other council members about not challenging the legality of the documents to which all municipalities have already agreed. She added that seeking an Attorney General's opinion on this matter will just "stir the pot" and create some problems.

Councilmember Bagby reiterated that asking for an Attorney General's opinion is not a legal challenge and it has no legal weight. It is merely asking for an opinion by a senior attorney in the state whether the county's action is legal. It does not affect the agreement that they made in Shalimar.

The mayor called for a vote on the motion, which failed 2-5 (Council members Bagby and Ramswell voted "yes"; Council members Schmidt, King, Hebert, Destin, and Braden voted "no").

B) Capital Project Status

The city's Finance Director Krystal Strickland provided a summary of the current capital improvement projects, including status and year-to-date expenditures and encumbrances

C) Operations Financial Report

The Finance Director provided a summary of year-to-date budget versus actuals for the General Fund and the two community redevelopment areas.

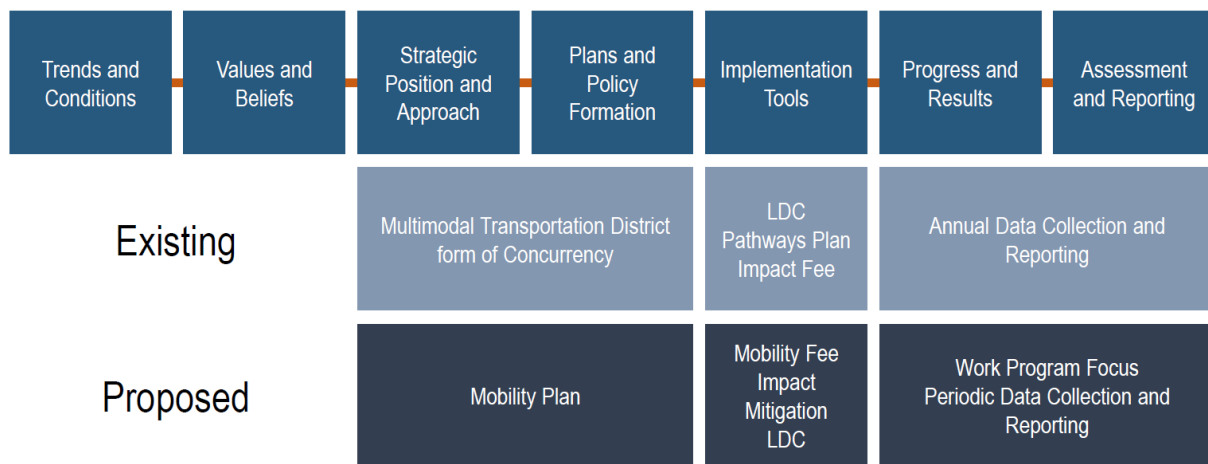
D) Mobility Plan and Fee Schedule Update

Mr. Alan Steinbeck, Consultant, 3TP Ventures, Inc., presented the City of Destin Mobility Plan and Mobility Fee Study.

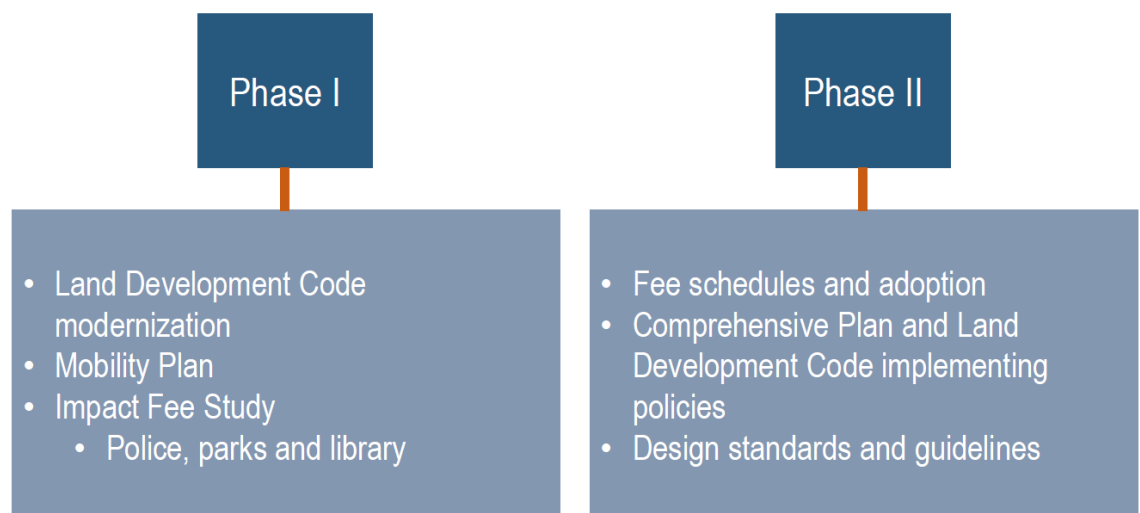
- Purpose of the Mobility Plan: To establish long term needs for the transportation network to facilitate the safe and effective movement of people to and around the City of Destin.
- Vision: Destin will be a well-designed community where the transportation system supports and enhances the living, working and visitation experience.
- Goals:
 - ❖ Provide for the transportation needs of residents, business owners and employees as well as visitors and regional travelers.

- ❖ Identify projects for motorized vehicle capacity, walking, transit, bicycling and parking that meet the long-range needs of the community.
- ❖ Adopt a policy framework for transitioning the city from a multimodal transportation district concurrency management system to a mobility fee system.
- ❖ Establish current planning and development review policies and procedures to mitigate the impact of development on the transportation network.
- ❖ Calculate and set mobility fees for new development to contribute to the costs of improvements to transportation infrastructure.

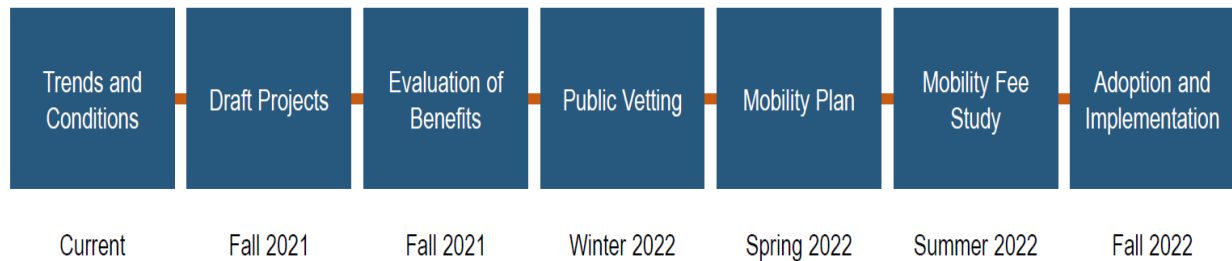
Transition from MMTD to Mobility Plan



Overall Work Program

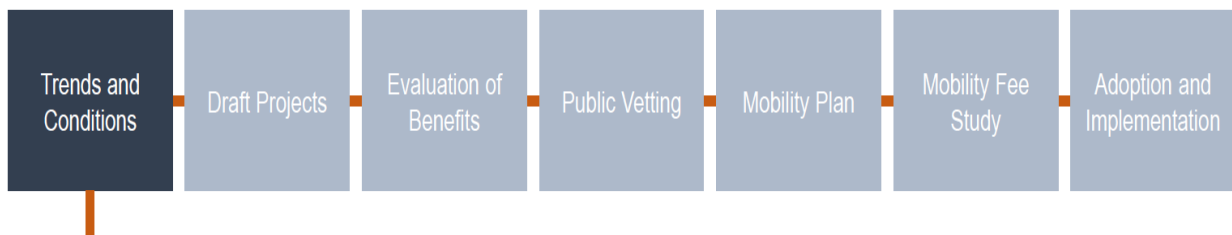


Mobility Plan and Mobility Fee Process



- Fee study required by State of Florida to establish new fee structure
- Opportunity to
 - Establish a vision for the future and institutionalize policies to guide growth
 - Identify infrastructure, facilities and services to support the community into the future and create strategies for funding and delivery

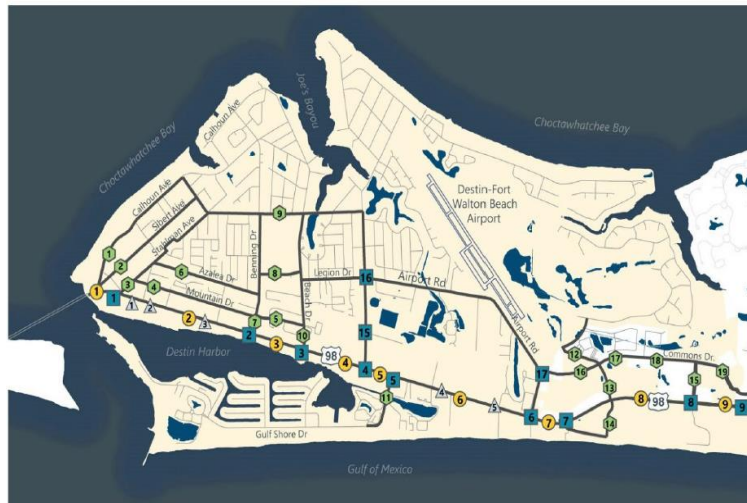
Current Status



- Evaluate trends in traffic and network utilization
- Assess level and quality of service
- Inventory current and planned projects

Traffic Count Locations

COUNT LOCATIONS: WEST DESTIN



COUNT LOCATIONS: EAST DESTIN

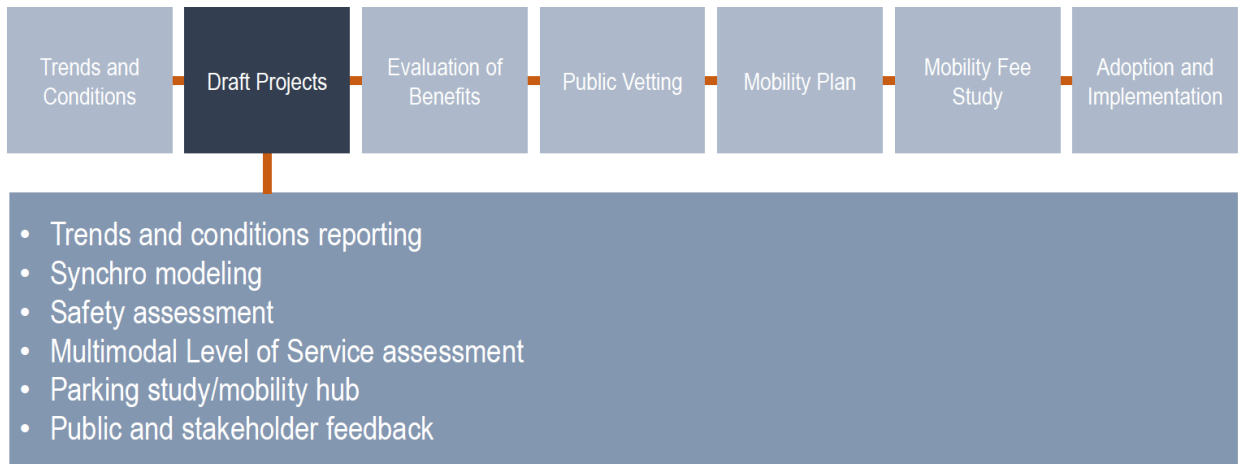


Impact Fee Comparison (residential fees only)

Jurisdiction	Transportation	Parks	Libraries	Police
Manatee County	\$4,506.00	\$1,037.00	\$210.00	\$429.00
Lake County	\$2,088.00	\$222.00	\$191.00	
Martin County	\$2,860.00	\$1,811.00	\$515.00	\$595.00
Nassau County	\$1,934.00	\$2,048.00		\$299.00
St. Cloud	\$6,442.00	\$1,838.00		\$961.00
Recommended Fees for Destin by 2007 Study	\$3,780.00	\$1,908.00	\$338.00	\$32.00
Destin (adopted in 2008)	\$813.00	\$392.00	\$131.00	\$19.00

**All fee amounts are averages based on the residential categories for each jurisdiction. Impact fees for nonresidential uses are not included in the table above.*

Next Steps



E) Leave No Trace/Turtle Flashlights

The city's Public Information Manager Catherine Card discussed the city's current Leave no Trace initiative of giving out free turtle-friendly flashlights to the public as part of the city's efforts in helping with education and awareness of sea turtle nesting season on Destin's beaches (May 1st – October 31st) and in protecting nesting sea turtles.

F) Miscellaneous Median Maintenance Services, authorization to renew contract with price increases

The City Manager stated that the medians of US Hwy 98 and selected rights-of-way have been maintained by ZIIC Outdoors since July 2020. Areas to be serviced include Harbor Blvd, US Hwy 98 from Airport Road to Matthew Blvd, Mountain Drive, Main Street, and Scenic Hwy 98. ZIIC Outdoors has requested a fairly substantial increase in the contract amount of approximately \$40,000 due to the rising labor costs, among other factors, as well as an adjustment to the service frequency for certain tasks. He stated that extension of the contract with proposed changes will maintain the beauty of several of the City's major corridors and positively contribute to community aesthetics; while going back out to bid could result in similar increase in costs. He requests council's direction on this matter.

Councilmember Hebert moved to authorize the City Manager to execute a one-year contract extension for Miscellaneous Median Maintenance Services with ZIIC Outdoors, LLC in the amount of \$228,875.00; seconded by Councilmember King.

Councilmember Ramswell stated it is disconcerting to her that the company is requesting an increase in the contract when they had not even fulfilled the original terms.

The City Manager stated they would need to research the actual segment of US Hwy 98 that were actually under city control during all of the previous construction because once FDOT

starts a construction project, the city is relieved from duty. The contractor becomes responsible for all maintenance until the project is complete.

Councilmember Bagby offered a substitute motion to direct the City Manager to execute a 6-month contract extension for Miscellaneous Median Maintenance Services with ZIIC Outdoors, LLC; during the 6-month period, city staff will develop standards, have the Public Works/Safety Committee review/evaluate the firms performance in accordance with the standards set by the city, and bring the item back to council with recommendations to either put the services out for bid or extend the contract to the remainder of the year. Councilmember Ramswell seconded the substitute motion. Motion passed 7-0. (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

Councilmember Ramswell noted they had some discussions in the past about establishing a high grass ordinance when there was an issue about several properties having an extremely high grass. It also stemmed from around the properties near Destin Elementary School and some properties along Beach Drive with grass that have extremely overgrown. There were some discussions about amending the code to include some sort of standards that would apply across the board.

The city’s Land Use Attorney and staff will look into specific grass height limitations currently in existence to determine what is enforceable.

G) Announcements

The City Manager announced that Public Information Manager Catherine Card was one of the people selected to meet with Governor DeSantis to discuss the state-wide assessment test and the future of that test; and that she represented the city very well.

5. PUBLIC HEARINGS

A) Second reading of Ordinance 21-17-CN Adopting the Fiscal Year 2022 Millage Rate

The City Attorney read Ordinance 21-17-CN by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion Councilmember Bagby, seconded by Councilmember Ramswell, to adopt Ordinance 21-17-CN on second reading adopting a proposed FY 2022 millage rate of

1.6150 mills which is more than the rollback rate of 1.5566 by 3.75%, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

B) Second reading of Ordinance 21-18-CN Adopting the Fiscal Year 2022 Budget

The City Attorney read Ordinance 21-18-CN by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Bagby moved for the adoption of Ordinance 21-18-CN on second reading to provide for a balanced budget for FY 2022; seconded by Councilmember Ramswell.

Councilmember Destin commended the Finance Director for a fine job creating a budget that is quite understandable to everyone. However, he believes they will be spending more than they will be taking in and using up about one-third of their reserve funds. He stated that he has calculated how much it would cost to resurface many of their street roads and came up with about \$10 million. For this reason, he would not be able to support the budget.

Motion passed 6-1 (Council members Schmidt, King, Hebert, Bagby, Ramswell, and Braden voted “yes”; Councilmember Destin voted “no”).

6. CONSENT AGENDA

- A) 18-20-SP Vintage Destin, Right of Way Preliminary Acceptance - Palm Street Extension
- B) Approval for Concessions Contract
- C) Miscellaneous Fire and Security Monitoring, authorization to renew contract
- D) Miscellaneous Concrete Services, authorization to execute a contract
- E) Resolution 21-12 37th Annual Christmas Parade
- F) Burns Legal Solutions: Payment Authorization
- G) Okaloosa County Sheriff Office Service Agreement FY2022

Councilmember Destin requests Consent Agenda item 6G be pulled for further discussion.

Councilmember Schmidt moved for approval of Consent Agenda items 6A thru 6F, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

With regards to Consent Agenda item 6G, Councilmember Destin noted he has supported the Sheriff’s contract since the beginning because of the quality of service they provide. This time he plans to have a discussion with the Finance personnel at the Sheriff’s Office to better understand how they arrive at the price of \$2.5 million for 17 full time deputies, which equates to about \$140,000 per deputy.

Councilmember Bagby noted that if the City did not have a police force, the Sheriff’s Office would still be required to provide them the same level of service they provide the other sections of the county. The city is paying for enhanced services. He too would like to discuss this matter with the chief financial officer at the Sheriff’s Department. He would also like the official City of Destin logo to be placed on all law enforcement vehicles assigned to the City of Destin.

Motion by Councilmember Destin, seconded by Councilmember Bagby, to approve Consent Agenda 6G, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

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

A) Councilmember Braden

1. Approval of proposed written agreement between the City of Destin and Mr. Mike Buckingham regarding Capt. Royal Melvin Heritage Park project.

The City Attorney explained that the proposed written agreement is related to Mr. Buckingham’s provision as a volunteer project manager service for the Capt. Royal Melvin Heritage Park. It makes clear that the City Manager has the final authority over everything relating to Mr. Buckingham’s activities. It also provides that Mr. Buckingham is not being compensated for his services, and that under the ethics rules, he cannot be compensated because he is a member of the city’s advisory board for this project. It also makes sure that Mr. Buckingham will be complying with Public Records Law. It also provides an indemnification provision that if Mr. Buckingham is sued in relation to his role as project manager, the city agrees to indemnify or hold harmless him for anything except for gross negligence, recklessness, or any intentional misconduct on his part.

Councilmember Braden moved to accept the written agreement between the City of Destin and Mr. Mike Buckingham; seconded by Councilmember Ramswell.

Councilmember Bagby asked who certifies that the project is substantially completed per paragraph 3 of the proposed agreement.

Community Development Director Louis Zunguze stated it would be a combination between the Building Official and the Engineer of Record.

Under paragraph 8 in the proposed agreement relating to public records, Councilmember Bagby asked why they do not require Mr. Buckingham to just provide the city copies of everything related to the project at the beginning and require him to just use his city email in relation to this project.

The City Attorney stated they could certainly put this provision in place if this is the council's pleasure.

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

B) Councilmember Ramswell

Councilmember Ramswell requests the topic "Parks and Parking Codes" be placed on the next agenda under her name for discussion. She would also like staff to determine the reason they have parks without required parking codes and bring back some information.

Councilmember Ramswell noted that the city previously approved the establishment of Zerbe-Calhoun Historical District. She asks staff to put up some signage promoting that district.

Community Development Director Louis Zunguze noted they are in the process of establishing the wayfinding program, and that the historical district is one of the areas identified in the program. He recommends placing temporary signage at this point and then permanent signage later on as part of the overall branding of the city.

C) Councilmember Destin

D) Councilmember Bagby

E) Councilmember Hebert

Councilmember Hebert commended the Public Works Director and his staff for taking care of a lot of flooding around the city within a short period of time following the recent storm event despite being short-staffed.

F) Councilmember King

G) Councilmember Schmidt

Councilmember Schmidt requests a livery vessel update be provided at the second council meeting in October with regards to the plan for renewal of registration for the upcoming season, specifically how things will be done differently as compared to the current year.

Councilmember Schmidt inquired as to the status of council's direction to prepare an ordinance to remove section 4879 - *Scenic and Sightseeing Transportation, other* from the Airport Zone A Table 7-2 as a permanent use.

The Land Use Attorney stated that the ordinance is scheduled to be presented to the Local Planning Agency in October, and then to the council in November.

H) Mayor Gary Jarvis

I) Land Use Attorney

J) City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:15 PM.

ATTEST:

Gary Jarvis, Mayor

Rey Bailey, City Clerk



City of Destin

Proclamation

Recognizing Florida City Government Week October 18th – 24th, 2021

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE BE IT PROCLAIMED that I, Mayor Gary Jarvis, on behalf of the Destin City Council, do hereby recognize and promote the Florida City Government Week, October 18-24, 2021, and encourage all citizens, other city government officials and employees to actively promote and participate in events that recognize and celebrate Florida City Government. And that further the City of Destin encourage educational partnerships between city government and schools, as well as civic groups and other organizations.

**SO DONE THIS 18TH DAY OF OCTOBER 2021
BY:**

Gary Jarvis

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: October 11, 2021

SUBJECT: Capital Project Status

I. BACKGROUND: Informational Item Only

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

A. Link to Strategic Goals / Objectives: Financially sound City providing Service Excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. Sept 2021 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

Council Objective #		October 1, 2020 - September 30, 2021		FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
		Renewal & Replacement - Facilities							
1		RR051	General Government	\$ 67,838	\$ 43,731	\$ 9,752	\$ 14,355		Replaced an HVAC unit and installed a fire alarm system in City Hall and the Facilities Maintenance Bldg. New fuel locker for maintenance building has been installed.
2		RR052	Public Safety	392,500	156,106	-	236,394		Annex remodeling completed. Annex Parking Lot Resurface completed. HVAC unit replaced. Swapped out old generator at Sheriff's Office. Updated fire alarm control at Annex.
3		RR053	Physical Environment (Stormwater, Cemetery)	300,000	30,700	209,832	59,469		Installed 12x24 concrete encasement. Harbor Pump renewal underway. All motor and pump parts are in. Waiting on gear box.
4		RR057	Parks and Recreation	1,003,800	383,365	124,796	495,640		Morgans Children Park equipment replaced, replaced a mower, replaced scoreboards at Morgans, replaced ice machine at MSC, replaced a bushhog, replaced lights, installed floor drains at MSC, replaced toilet at MSC, repainted CC Gym Floor, replaced boards at Harbor Boardwalk, replaced fencing at Main St and Buck Destin parks including tennis court fences, installed wheel chair ramp at park, safety surfacing at dog park, replaced irrigation decoder.
5		RRVEH	Vehicles	272,500	204,165	59,617	8,718		8 vehicles have been approved by Council. POs have been forwarded to the vendor. Six (6) vehicles have arrived. The remaining are delayed due to chip shortage.
		Renewal & Replacement - Infrastructure		-	-	-	-		
6	15,17,19	RR054	Roads, Sidewalks, Street Lighting (Mostly Gas Tax #1)	586,161	574,914	11,895	(647)	Complete	Milled/resurfaced/restriped Beach, Calhoun, Holly St, Gulf Shore Drive, Indian Bayou Trail, Melvin St, and Main St. Sidewalk repairs at Main St, Vintage, and various locations with damage.
7		PW612	FY2020 Road Milling & Striping Program	258,138	258,226	-	(88)	Complete	
		Growth Necessitated & Comp Plan		-	-	-	-		
8		LB002	Library Impact Fee Projects	47,000	-	-	47,000		
9		NORG1	Norriego Point Road	250,000	-	-	250,000		
10		RC004	Park Impact Fee Projects	35,000	-	-	35,000		
11		SW53	Stormwater Master Plan	6,148	-	6,148	-	90% Complete	Jenkins is revising as per staff recommendations. Update shared with Council in September.
12		SW54	Stormwater Improvements (FDEP funded)	50,000	-	-	50,000		funds rolled to FY 2022 to cleanout stormwater treatment units
13	8	TR618	Zerbe-Calhoun Pedestrian Pathway	828,420	539,370	155,932	133,118		Pathway from Clement Taylor Park to Leonard Destin Park is complete. Engineering design for path from Leonard Destin Park to Harbor Boardwalk is underway.
14	9	TR619	Sibert-Zerbe Parking Lot Consolidation	-	-	-	-		Scheduled for FY 2022
15		TR620	ADA Transition - Pedestrian Facilities	100,000	-	-	100,000		Budget and Scope of work with fee proposal approved at 10/04/2022 regular council meeting using FY2022 budget. Plan Phase II and Task Order are in progress.

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

Council Objective #		October 1, 2020 - September 30, 2021		FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
16		TRSAF	Zerbe/Calhoun Safety	2,500	2,500	-	-	Complete	Speed bump installed mid-May
17		TRSAF	Sibert/Forrest safety	2,826	1,413	-	1,413	Complete	LED stop signs installed.
18		TRSAF	Pine Street Safety	-	-	-	-		Brought discussion and initial recommendations to Council in April 2021.
19			Vintage Sidewalk	-	-	-	-		\$290k restricted
		Citizen/Council Directed Projects		-	-	-	-		
20	1	CM001	Beach Acquisition	10,096,191	6,826,007	39,701	3,230,483	66% Complete	Purchase 2 of 3 completed 11/16/2020. Next purchase in first half of FY 2022. Both parcels were cleared of structures and debris.
21	7	EN615	Cross-Town Connector	4,175,000	158,616	720,897	3,295,487	In Progress	Re-design down to 2-lane in progress. The 30% plans were approved by Council in February 2021. TRIP (FDOT) ROW grant award to March 2021 council meeting. Okaloosa County Construction grant/interlocal agreement under review.
22	2	UNDER	Undergrounding	250,000	98,519	114,105	37,376	In Progress	Project Manager is hired and has started groundwork for Engineering Estimates. City is negotiating franchise rates.
23			Harbor Lane Easement Improvements	-	-	-	-		Easement improvements and lighting upgrades mid-2020 council requested \$25k (\$12-13k spent in 2020 on picnic tables, landscaping, stairwell, bike rack, dog station)
		Other Capital Projects		-	-	-	-		
24		CRH63	Captain Royal Melvin Hertiage Park and Plaza (RESTORE)	1,458,559	680,255	778,305	(0)	In Progress	NTP issued 01/04/2021. Construction is underway.
25		CRH64	Harbor CRA Wayfinding Plan Signage	30,000	-	-	30,000	Postponed	Rolling to FY 2022. Inadequate budget in FY 2021.
26		CRH65	Harbor and Bay Capacity Improvements	250,000	-	250,000	-		Agreement signed with Army Corps of Engineers
27		CRT17	Town Center CRA Easement Trail/Park Main to Mattie Kelly	10,000	-	-	10,000		Initial engineering estimates for phases of trail complete: Ph1 \$750k+Ph2 \$960k+Ph3 \$1.46m+ Ph \$4 1.8m=\$4.97m. Grant funding search underway.
28	01/21/20 Council Mtg Priority	EN617	Stahlman Ave Intersection Pedestrian Safety	22,044	23,694	-	(1,650)		
29	11/2/20 Council Mtg TOP PRIORITY	EN626	Main St/Kelly St Crosswalk Safety	20,271	20,271	-	-	Complete	
30		FM637	Clement Taylor Park Seawall (FEMA)	-	-	-	-	Complete	Working with FEMA to change classification for final reimbursement
31		IT001	COMPASS/Energov	111,878	114,378	-	(2,500)	Complete	COMPASS went live at end of June 2021
32		IT002	Tech Fund Hardware/Software Replacements	-	-	-	-		Hardware will be purchased on an as needed basis
33		IT003	Other Hardware/Software Replacements	-	-	-	-		
34		LB001	Library Tablet Station, RFID and Mobil Ap	76,200	47,776	12,920	15,504	85% Complete	Tablets ordered. RFID Tagging began early Feb 2021 (85% complete). Installed gates, self-check station and tablet station in September.
35		RC124	Morgan's Children's Park Playground Structure	-	-	-	-		
36		RC125	Buck Destin Restrooms	95,000	-	-	95,000	Postponed	Initial cost estimates are above budget. Roll project forward and add budget for FY 2022.

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

Council Objective #		October 1, 2020 - September 30, 2021	FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
37		RC127 Pickleball Court	1,500	-	-	1,500	moved to future year	Researching public-private partnership options. Engineering estimate on existing land \$110k. Reclassed FY2021 funding to upgrade Dalton Threadgill Batting Cages (expand foundation; add lighting).
38		RC216 Clement Taylor Park Renovations	729,918	5,456	-	724,462		Waiting on sub-recipient agreement
39		RC617 Batting Cages for Dalton Threadgill Park	56,230	56,975	-	(745)	Complete	Foundation and cage installed. Surrounding pad expanded and lighting installed (funds transferred in from RC127 Pickleball).
40		<i>SALLY Hurricane Sally Damage Repairs</i>	<i>119,760</i>	53,407	59,064	<i>7,289</i>	<i>In Progress</i>	<i>Continuing to meet with FEMA twice/month to complete grant award paperwork. Cat A Debris Removal and Cat B Emergency & Protective awards granted and reimbursements received. Cat G Parks in process. Reimbursements to date \$90k.</i>
40		SW51L NFWF Stormwater Projects	374,025	374,025	-	-	Complete	All NFWF stormwater projects are completed. Grant paid in full.
42		SW55 Two 6" pumps and hoses	81,432	-	81,432	-	Ordered	50% funded by appropriation via FDEM
43		<i>XMAS Christmas Decorations</i>	<i>70,000</i>	-	68,160	<i>1,840</i>	<i>Ordered</i>	<i>15 25' LED Christmas Trees purchased as approved at 09/07/21 council meeting</i>
Total Funded Projects			\$ 22,230,840	\$ 10,653,869	\$ 2,702,554	\$ 8,874,417		

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

COUNCIL OBJECTIVES		5-Year Capital Budget	FY2021 Capital	Status
		Amount	Budget	
1	Public beach Initiative	\$ 22,000,000	\$ 10,096,191	FY21 2/3 completed
2	Underground utilities	1,280,000	-	Project Management company is working on Opinion of probable cost
3	Short term rentals compliance with regulations	-	-	not Capital - complete
4	Recruit project and grants manager	-	-	not Capital - complete
5	Request TDC funds for additional OCSO services	-	-	not Capital - complete
6	Research viability of multi-use convention/sports/community center	-	-	In progress
7	Complete two-lane Crosstown Connector	1,475,000	4,175,000	in progress
8	Calhoun Ave Multi-Use Trail Phase II Design and Construction	852,000	828,420	Engineering Design in progress
9	Improve parking	75,000	-	scheduled to start FY2022
10	Beach re-nourishment	-	-	In Progress - County is lead and partner
11	Improve communications	-	-	Not Capital - in progress
12	Implement enhanced signage control	-	-	Community Dev Researching
13	Develop/implement wayfinding program	50,000	30,000	Community Dev and TDC Researching
14	Update golf cart/low speed vehicle rules	-	-	Not Capital - in progress
16	Improve city gateways	-	-	Community Dev and TDC Researching
15, 17, 19	Streetlights, sidewalks, road striping	2,851,802	844,300	FY2021 complete
18	Provide board and committee training	-	-	not Capital - continuous improvement
20	Reestablish environmental committee	-	-	Not Capital - in progress
21	Enforce residential boat and RV parking regulations	-	-	Not Capital - Complete
22	Regulate building height limits to 5 stories	-	-	Not Capital - Complete
TOTAL		<u>\$ 28,583,802</u>	<u>\$ 15,973,910</u>	
TOTALCAPITAL BUDGET		\$ 36,690,143	\$ 22,230,840	
% FOR COUNCIL OBJECTIVES		78%	72%	

CITY OF DESTIN ADOPTED 5-YEAR CAPITAL IMPROVEMENT PLAN

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: September 13, 2021

SUBJECT: Operations Financial Report

I. BACKGROUND: This item is informational only.

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

A balance sheet is now incorporated into this monthly report.

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 2021 0831 YTD Budget Vs Actuals

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 129	209, 213, 214, 221	300, 305, 315	
Period ended August 31,								2021
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets								
Cash and cash equivalents	\$ 9,518,873	\$ 303,263	\$ 322,607	\$ 265,668	\$ 3,721,069	\$ -	\$ 2,284,165	\$ 16,415,644
Investments	14,841,906	-	-	-	-	-	-	14,841,906
Due from other funds	49,004	-	-	-	-	-	-	49,004
Due from other governments	198,228	-	-	-	-	-	-	198,228
Advance to other funds	2,448,824	-	-	-	-	-	-	2,448,824
Accounts receivable - other	66,664	-	-	-	-	-	-	66,664
Prepaid expenditures	-	-	-	-	-	-	-	-
Restricted cash and cash equivalents	790,549	-	-	-	-	233,304	2,773,053	3,796,906
Total assets	\$ 27,914,046	\$ 303,263	\$ 322,607	\$ 265,668	\$ 3,721,069	\$ 233,304	\$ 5,057,218	\$ 37,817,174
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	260,425	4,930	2,047	9,165	31,457	-	531,656	839,679
Accrued payroll	86,089	-	-	-	-	-	-	86,089
Due to other funds	-	-	-	-	-	-	49,004	49,004
Advance from other funds	-	2,448,824	-	-	-	-	-	2,448,824
Total liabilities	346,514	2,453,754	2,047	9,165	31,457	-	580,659	3,423,595
Deferred inflows of resources								
Deferred revenue	264,271	-	-	-	-	-	-	264,271
Total deferred inflows of resource	264,271	-	-	-	-	-	-	264,271
Fund balances:								
Nonspendable	2,448,824	-	-	-	-	-	-	2,448,824
Restricted	-	-	320,560	256,503	-	233,303	2,905,961	3,716,327
Committed	8,411,205	-	-	-	3,689,613	-	-	12,100,817
Assigned	845,798	-	-	-	-	-	1,570,598	2,416,396
Unassigned	15,597,436	(2,150,491)	-	-	-	-	-	13,446,945
Total fund balances (deficit)	27,303,262	(2,150,491)	320,560	256,503	3,689,613	233,303	4,476,559	34,129,309
Total liabilities, deferred inflows of resources and fund balances	\$ 27,914,046	\$ 303,263	\$ 322,607	\$ 265,668	\$ 3,721,069	\$ 233,303	\$ 5,057,218	\$ 37,817,174

Nonspendable = Long-term advance to TownCenter CRA \$2,448,823.50 (in 01 fund)

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111, Impact Fees 315), Bond covenants (2013, 2014, 2021 Debt Service Funds), Grant Agreements (305)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt (\$1.8m) + 3 mos emergency opsx2 (01/700), Tech Fund (125), Oka Half Penny (129)

Assigned = Contracts, purchase orders, unofficial RR fund (300)

Unassigned = Funds with a negative balance (TC CRA 102), net assets not otherwise categorized.

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

SUMMARY ALL FUNDS	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
Ad Valorem Taxes	8,721,062	8,827,224	-	8,827,343	106,162
Tax Increment Financing (TIF)	1,020,038	1,010,455	-	1,010,455	(9,583)
Delinquent Ad Valorem Taxes	5,000	54,618	-	54,971	49,618
Sales and Use Taxes	2,761,031	3,182,985	-	3,330,783	421,954
Licenses and Permits	3,148,624	3,392,176	-	3,647,721	243,552
Impact Fees	44,000	333,691	-	345,523	289,691
Intergovernmental	13,906,412	7,803,229	-	8,626,087	(6,103,183)
Charges for services	499,843	813,721	-	864,627	313,878
Fines and Forfeitures	27,520	76,389	-	76,389	48,869
Investment Income	18,440	14,566	-	14,566	(3,874)
Contributions	-	1,860	-	1,860	1,860
Miscellaneous income	4,001	49,072	-	49,072	45,071
TOTAL REVENUES	30,155,970	25,559,986	-	26,849,396	(4,595,985)
General Government	4,306,155	2,907,679	547,140	3,812,609	851,337
Public Safety	3,858,746	3,398,955	6,534	3,672,496	453,257
Physical Environment	206,732	126,799	18,103	156,336	61,830
Transportation	2,024,915	1,431,209	28,536	1,648,221	565,170
Economic Environment	221,100	98,896	2,000	107,834	120,204
Health & Human Services	101,254	59,949	5,058	65,758	36,246
Culture and Recreation	3,458,674	2,608,442	18,890	2,916,729	831,342
Capital Outlay	22,278,716	10,556,783	2,616,409	13,099,560	9,105,524
Debt Service	10,017,339	10,030,295	-	10,068,820	62,158
TOTAL EXPENDITURES	46,473,631	31,219,008	3,242,669	35,548,362	12,087,068
Excess (deficiency) of revenues over expenditures	(16,317,661)	(5,659,023)		(8,698,966)	
Proceeds from issuance of debt	9,905,000	9,905,000		9,905,000	-
Transfers In	31,404,870	22,748,043		24,514,185	8,656,826
Transfers Out	(31,405,170)	(22,686,251)		(23,891,763)	(8,718,919)
Total other financing sources (uses)	9,904,700	9,966,792		10,527,422	(62,092)
Net change in fund balances	(6,412,961)	4,307,769		1,828,456	
Fund Balance, Beginning	29,821,540	29,821,540		29,821,540	
Fund Balance, Ending	23,408,579	34,129,309		31,649,996	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

FUND BALANCE SUMMARY ALL FUNDS	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 PROJECTION
Nonspendable	2,448,824	2,448,824	2,448,824
Restricted	2,100,412	3,716,327	3,551,976
Committed	9,110,244	12,100,817	13,132,125
Assigned	1,800,000	2,416,396	4,302,491
<i>Unassigned</i>	1,989,496	13,446,945	8,214,581
Ending Fund Balance	17,448,976	34,129,309	31,649,996

Nonspendable = Long-term advance to TownCenter CRA \$2,448,823.50 (in 01 fund)

Restricted = Interlocal Agreements, State and Local Regulations (Harbor CRA 110, Florida Building Code Fund 111) Bond covenants (2013, 2014, 2021 Debt Service Funds), Restricted Capital Funds (305 Grants, 315 Impact Fees)

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt (\$1.8m) + 3 mos emergency opsx2 (01/700), CD Tech Fund (01/125), Oka Half Penny (01/129)

Assigned = Contracts, purchase orders, Informal RR Fund until created by motion

Unassigned = Remaining balance of excess short-term assets (mostly unrestricted cash) MINUS short term liabilities and negative fund balance.

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
01 GENERAL FUND					
01-31 Ad Valorem Taxes	8,099,316	8,205,478	-	8,205,597	106,162
01-31 Delinquent Ad Valorem Taxes	5,000	54,618	-	54,971	49,618
01-31 Sales and Use Taxes	2,761,031	3,182,985	-	3,330,783	421,954
01-32 Licenses and Permits	2,643,968	2,644,262	-	2,866,984	294
01-32 Impact Fees	-	-	-	-	-
01-33 Intergovernmental	13,906,412	7,803,229	-	8,626,087	(6,103,183)
01-34 Charges for Services	499,843	813,721	-	864,627	313,878
01-35 Fines and Forfeitures	27,520	76,389	-	76,389	48,869
01-36 Investment Income	18,000	546	-	546	(17,454)
01-36 Contributions	-	1,860	-	1,860	1,860
01-36 Miscellaneous Revenue*	4,001	49,072	-	49,072	45,071
TOTAL REVENUES	27,965,091	22,832,160	-	24,076,915	(5,132,931)
01-51 General Government	4,306,155	2,907,679	547,140	3,812,609	851,337
01-52 Public Safety	3,055,105	2,719,001	6,534	2,992,542	329,570
01-53 Physical Environment	206,732	126,799	18,103	156,336	61,830
01-54 Transportation	2,024,915	1,431,209	28,536	1,648,221	565,170
01-55 Economic Environment	15,000	13,209	-	13,209	1,791
01-56 Health & Human Services	101,254	59,949	5,058	65,758	36,246
01-57 Culture and Recreation	3,458,674	2,608,442	18,890	2,916,729	831,342
01-59 Capital Outlay	118,621	174,653	-	174,653	(56,032)
01-59 Debt Service Principal	4,107,544	4,154,975	-	4,157,429	(47,431)
01-59 Debt Service Interest	115,054	117,083	-	117,141	(2,029)
TOTAL EXPENDITURES	17,509,054	14,313,000	624,260	16,054,626	2,571,795
Excess (deficiency) of revenues over expenditures	10,456,037	8,519,160		8,022,289	
01-38 Proceeds from Issuance of Debt	-	-		-	-
01-38 Transfers In	3,682,536	3,682,536		3,682,536	0
01-58 Transfers Out	(19,014,316)	(10,404,168)		(11,473,492)	(8,610,148)
Total other financing sources (uses)	(15,331,780)	(6,721,632)		(7,790,956)	(8,610,148)
01 Net change in fund balances	(4,875,743)	1,797,528		231,333	
01 Fund Balance (deficit), Beginning	25,505,734	25,505,734		25,505,734	
01 Fund Balance (deficit), Ending	20,629,991	27,303,262		25,737,067	

* FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

102 TOWN CENTER CRA 1998-2028 OR until Debt Paid 2037 (RESTRICTED; ECON DEV)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
102-31 County TIF	688,589	681,523	-	681,523	(7,066)
102-31 City TIF (Ad Valorem)	290,297	290,297	-	290,297	-
102-36 Investment Income	-	980	-	980	980
TOTAL REVENUES	978,886	972,799	-	972,799	(6,087)
102-55 Economic Environment	134,425	62,442	1,000	68,319	70,983
102-59 Capital Outlay	10,000	-	-	-	10,000
TOTAL EXPENDITURES	144,425	62,442	1,000	68,319	80,983
Excess (deficiency) of revenues over expenditures	834,461	910,358		904,481	
102-38 Transfers In	-	-		-	-
102-58 Transfers Out	(731,281)	(670,329)		(731,280)	(60,952)
Total other financing sources (uses)	(731,281)	(670,329)		(731,280)	(60,952)
102 Net change in fund balances	103,180	240,029		173,200	
102 Fund Balance (deficit), Beginning	(2,390,520)	(2,390,520)		(2,390,520)	
102 Fund Balance (deficit), Ending	(2,287,340)	(2,150,491)		(2,217,319)	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

110 HARBOR CRA 2003-2043 (RESTRICTED; ECON DEV)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
110-31 County TIF	331,449	328,932	-	328,932	(2,517)
110-31 City TIF (Ad Valorem)	331,449	331,449	-	331,449	-
110-36 Investment Income	-	660	-	660	660
TOTAL REVENUES	662,898	661,042	-	661,042	(1,856)
110-55 Economic Environment	71,675	23,245	1,000	26,307	47,430
110-59 Capital Outlay	30,000	-	-	-	30,000
TOTAL EXPENDITURES	101,675	23,245	1,000	26,307	77,430
Excess (deficiency) of revenues over expenditures	561,223	637,797		634,735	
110-38 Transfers In	-	-		-	-
110-58 Transfers Out	(524,678)	(484,361)		(524,678)	(40,317)
Total other financing sources (uses)	(524,678)	(484,361)		(524,678)	(40,317)
110 Net change in fund balances	36,545	153,435		110,057	
110 Fund Balance (deficit), Beginning	167,124	167,124		167,124	
110 Fund Balance (deficit), Ending	203,669	320,560		277,182	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
111-32 Licenses and Permits	504,656	747,914	-	780,737	243,258
111-36 Investment Income	-	-	-	-	-
TOTAL REVENUES	504,656	747,914	-	780,737	243,258
111-52 Public Safety	800,221	676,042	-	676,042	124,179
111-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	800,221	676,042	-	676,042	124,179
Excess (deficiency) of revenues over expenditures	(295,565)	71,872		104,695	
111-38 Transfers In	345,765	258,921		258,921	86,844
111-58 Transfers Out	(50,200)	(74,290)		(77,618)	24,090
Total other financing sources (uses)	295,565	184,631		181,303	110,934
111 Net change in fund balances	-	256,503		285,999	
111 Fund Balance (deficit), Beginning	-	-		-	
111 Fund Balance (deficit), Ending	-	256,503		285,999	

111 fund resolution adopted 08/02/2021

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

122 PARKING FUND (IN GF; TRANSPORTATION)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
122-34 Charges for Services	-	-	-	-	-
122-36 Investment Income	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-
122-54 Transportation	-	-	-	-	-
122-59 Capital Outlay	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
Excess (deficiency) of revenues over expenditures	-	-		-	-
122-38 Transfers In	-	-		-	-
122-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
122 Net change in fund balances	-	-		-	-
122 Fund Balance (deficit), Beginning	-	-		-	-
122 Fund Balance (deficit), Ending	-	-		-	-

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

125 TECH FUND (COMMITTED; IN GF; PUBLIC SAFETY)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
125-36 Investment Income	-	287	-	287	287
TOTAL REVENUES	-	287	-	287	287
125-52 Public Safety	3,419	3,912	-	3,912	(493)
125-59 Capital Outlay	111,878	114,378	-	114,378	(2,500)
TOTAL EXPENDITURES	115,297	118,290	-	118,290	(2,993)
Excess (deficiency) of revenues over expenditures	(115,297)	(118,002)		(118,002)	
125-38 Transfers In	120,459	174,928		174,928	(54,469)
125-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	120,459	174,928		174,928	(54,469)
125 Net change in fund balances	5,162	56,926		56,926	
125 Fund Balance (deficit), Beginning	125,756	125,756		125,756	
125 Fund Balance (deficit), Ending	130,918	182,682		182,682	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
129-36 Investment Income	-	1,337	-	1,337	1,337
TOTAL REVENUES	-	1,337	-	1,337	1,337
129-59 Capital Outlay	2,636,716	2,854,743	171,098	3,069,426	(389,125)
TOTAL EXPENDITURES	2,636,716	2,854,743	171,098	3,069,426	(389,125)
Excess (deficiency) of revenues over expenditures	(2,636,716)	(2,853,405)		(3,068,088)	
129-38 Transfers In	3,865,627	4,361,901		4,361,901	(496,274)
129-58 Transfers Out	(127,000)	(95,407)		(127,000)	(31,593)
Total other financing sources (uses)	3,738,627	4,266,494		4,234,902	(527,867)
129 Net change in fund balances	1,101,911	1,413,089		1,166,813	
129 Fund Balance (deficit), Beginning	2,093,842	2,093,842		2,093,842	
129 Fund Balance (deficit), Ending	3,195,753	3,506,931		3,260,655	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

209 DEBT SERVICE 2009 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
209-36 Investment Income	440	440	-	440	-
TOTAL REVENUES	440	440	-	440	-
209-59 Debt Service Principal	3,986,826	3,986,827	-	3,986,827	(0)
209-59 Debt Service Interest	92,468	92,468	-	92,468	0
TOTAL EXPENDITURES	4,079,294	4,079,294	-	4,079,294	0
Excess (deficiency) of revenues over expenditures	(4,078,855)	(4,078,855)		(4,078,855)	
209-38 Transfers In	4,393,315	4,393,315		4,393,315	0
209-58 Transfers Out	(453,927)	(453,927)		(453,927)	-
Total other financing sources (uses)	3,939,388	3,939,388		3,939,388	0
209 Net change in fund balances	(139,467)	(139,467)		(139,467)	
209 Fund Balance (deficit), Beginning	139,467	139,467		139,467	
209 Fund Balance (deficit), Ending	0	-		(0)	

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
213-36 Investment Income	-	465	-	465	465
TOTAL REVENUES	-	465	-	465	465
213-59 Debt Service Principal	401,139	401,139	-	401,139	(0)
213-59 Debt Service Interest	154,908	154,908	-	154,908	0
TOTAL EXPENDITURES	556,047	556,047	-	556,047	0
Excess (deficiency) of revenues over expenditures	(556,047)	(555,582)		(555,582)	
213-38 Transfers In	555,913	509,643		555,913	46,270
213-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	555,913	509,643		555,913	46,270
213 Net change in fund balances	(134)	(45,939)		331	
213 Fund Balance (deficit), Beginning	92,757	92,757		92,757	
213 Fund Balance (deficit), Ending	92,623	46,818		93,088	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
214-36 Investment Income	-	588	-	588	588
TOTAL REVENUES	-	588	-	588	588
214-59 Debt Service Principal	412,740	412,740	-	412,740	-
214-59 Debt Service Interest	318,472	317,980	-	317,980	492
TOTAL EXPENDITURES	731,212	730,720	-	730,720	492
Excess (deficiency) of revenues over expenditures	(731,212)	(730,132)		(730,132)	
214-38 Transfers In	731,281	670,329		731,280	60,952
214-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	731,281	670,329		731,280	60,952
214 Net change in fund balances	69	(59,804)		1,148	
214 Fund Balance (deficit), Beginning	244,394	244,394		244,394	
214 Fund Balance (deficit), Ending	244,463	184,590		245,542	

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
221-36 Investment Income	-	46	-	46	46
TOTAL REVENUES	-	46	-	46	46
221-59 Debt Service Principal	393,000	291,000	-	393,000	102,000
221-59 Debt Service Interest	35,188	26,062	-	35,188	9,126
221-59 COST OF ISSUANCE	76,964	75,113	-	75,113	1,851
TOTAL EXPENDITURES	505,152	392,176	-	503,301	112,976
Excess (deficiency) of revenues over expenditures	(505,152)	(392,130)		(503,255)	
221-38 Transfers In	1,103,919	992,794		1,103,919	111,125
221-58 Transfers Out	(10,503,767)	(10,503,768)		(10,503,768)	1
221-38 Proceeds from issuance of debt	9,905,000	9,905,000		9,905,000	-
Total other financing sources (uses)	505,152	394,026		505,151	111,126
221 Net change in fund balances	(0)	1,896		1,896	
221 Fund Balance (deficit), Beginning	-	-		-	
221 Fund Balance (deficit), Ending	(0)	1,896		1,896	

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

300 RENEWAL AND REPLACEMENT FUND (IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
300-36 Investment Income	-	2,961	-	2,961	2,961
TOTAL REVENUES	-	2,961	-	2,961	2,961
300-59 Capital Outlay	2,880,937	1,499,376	410,825	2,062,032	970,736
TOTAL EXPENDITURES	2,880,937	1,499,376	410,825	2,062,032	970,736
Excess (deficiency) of revenues over expenditures	(2,880,937)	(1,496,416)		(2,059,072)	
300-38 Transfers In	2,544,558	2,570,175		2,622,055	(25,617)
300-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	2,544,558	2,570,175		2,622,055	(25,617)
300 Net change in fund balances	(336,379)	1,073,760		562,983	
300 Fund Balance (deficit), Beginning	496,839	496,839		496,839	
300 Fund Balance (deficit), Ending	160,460	1,570,599		1,059,822	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

302 CAPITAL PROJECT (2002 BOND)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
302-36 Investment Income	-	35	-	35	35
TOTAL REVENUES	-	35	-	35	35
302-59 Capital Outlay	28,139	28,139	-	28,139	(0)
TOTAL EXPENDITURES	28,139	28,139	-	28,139	(0)
Excess (deficiency) of revenues over expenditures	(28,139)	(28,104)		(28,104)	
302-38 Transfers In	-	-		-	-
302-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
302 Net change in fund balances	(28,139)	(28,104)		(28,104)	
302 Fund Balance (deficit), Beginning	28,104	28,104		28,104	
302 Fund Balance (deficit), Ending	(35)	-		-	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

304 CAPITAL PROJECT (2009 BOND)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
304-36 Investment Income	-	21	-	21	21
TOTAL REVENUES	-	21	-	21	21
304-59 Capital Outlay	16,248	16,248	-	16,248	-
TOTAL EXPENDITURES	16,248	16,248	-	16,248	-
Excess (deficiency) of revenues over expenditures	(16,248)	(16,227)		(16,227)	
304-38 Transfers In	-	-		-	-
304-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	-	-		-	-
304 Net change in fund balances	(16,248)	(16,227)		(16,227)	
304 Fund Balance (deficit), Beginning	16,227	16,227		16,227	
304 Fund Balance (deficit), Ending	(21)	-		-	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

305 GRANT AND GF CAPITAL PROJECT FUND (IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
305-33 Intergovernmental	-	-	-	-	-
TOTAL REVENUES	-	-	-	-	-
305-59 Capital Outlay	13,731,759	5,109,074	1,586,416	6,424,242	7,036,268
TOTAL EXPENDITURES	13,731,759	5,109,074	1,586,416	6,424,242	7,036,268
Excess (deficiency) of revenues over expenditures	(13,731,759)	(5,109,074)		(6,424,242)	
305-38 Transfers In	13,801,759	4,921,623		6,393,836	8,880,135
305-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	13,801,759	4,921,623		6,393,836	8,880,135
305 Net change in fund balances	70,000	(187,451)		(30,407)	
305 Fund Balance (deficit), Beginning	(600)	(600)		(600)	
305 Fund Balance (deficit), Ending	69,400	(188,051)		(31,007)	

*FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN - MONTHLY FINANCIAL REPORT

Actuals 10/01/2020 - 08/31/2021

315 IMPACT AND OTHER RESTRICTED FUND (RESTRICTED IN GF; CAPITAL OUTLAYS)	FY2021 BUDGET*	FY2021 YTD ACTUAL	FY2021 ENCUMBRANCES	FY2021 PROJECTION	FY2021 AVAILABLE BUDGET
315-32 Impact Fees	44,000	333,691	-	345,523	289,691
315-36 Investment Income	-	6,200	-	6,200	6,200
TOTAL REVENUES	44,000	339,891	-	351,723	295,891
315-59 Capital Outlay	2,714,418	760,172	448,069	1,210,441	1,506,177
TOTAL EXPENDITURES	2,714,418	760,172	448,069	1,210,441	1,506,177
Excess (deficiency) of revenues over expenditures	(2,670,418)	(420,281)		(858,718)	
315-38 Transfers In	259,737	211,878		235,580	47,859
315-58 Transfers Out	-	-		-	-
Total other financing sources (uses)	259,737	211,878		235,580	47,859
315 Net change in fund balances	(2,410,681)	(208,403)		(623,138)	
315 Fund Balance (deficit), Beginning	3,302,414	3,302,414		3,302,414	
315 Fund Balance (deficit), Ending	891,733	3,094,011		2,679,276	

**FY2021 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 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
Kyle Bauman, City Attorney**DATE:** October 14, 2021**SUBJECT:** Pointe Mezzanine, LLC & Pointe Resort, LLC are requesting approval for a Major Development Order, Major Subdivision and Marine Construction Permit. The project is located at 1 Gulf Shore Drive (Parcel IDs: 00-2S-24-0000-0034-0000; 00-2S-24-0000-0034-0020), with the property totaling approximately 4.34 acres. The applicant is proposing an accessory private docking facility for the previously authorized upland development (approved under DO 09-17).

I. BACKGROUND: Pointe Mezzanine, LLC, and Pointe Resort, LLC (the “Applicant”) are proposing a docking facility along the western shoreline of Destin Harbor, between the existing East Pass Towers condominium and the City’s Norriego Point property (Parcel IDs: 00-2S-24-0000-0034-0000 & 00-2S-24-0000-0034-0020). Such proposed project is a 50-slip docking facility with 3 mooring points for a total of 53 vessel spaces, with approximately 1 acre of dredge area located immediately offshore of the existing sheet pile wall. **The proposal is a private long-term residential docking facility that is an ancillary use to the long-term residential condominium development that was previously authorized pursuant to Development Order (DO) 09-17.**

The proposed docking facility consists of three docks (Dock A: ±177 LF of dock from the Mean High-Water Line (MHWL), Dock B: ±186.5 LF of dock from the MHWL, and Dock C: ±197.8 LF of dock from the MHWL). The total project footprint is ±7,400 square feet located at 1 Gulf Shore Drive within Destin Harbor, Class III Florida Waters.

The Applicant is requesting approval for a Major Development Order, Major Subdivision and Marine Construction Permit, and in connection with these requests, has offered the attached Gulf Shore Drive Extension Construction Agreement for City Council consideration as well. Upon receipt of the Applicant’s request for a Major Development Order, the City requested that the Applicant also submit a Major Subdivision application in

order to show three lots, consisting of the upland, submerged land, and the land identified as Gulf Shore Drive 100' Right of Way. The right-of-way is platted as a lot in the proposed subdivision plans, and will be deeded from the Applicant to the City in fee simple pursuant to the terms of the Gulf Shore Drive Extension Construction Agreement.

As stated above, the long-term residential condominium development was previously reviewed and approved by the City under Development Order #09-17. However, docking facilities were specifically excluded from said Development Order. Therefore, approval of the docking facility as an ancillary use to the approved condominium requires City Council review and approval of a major development order for the docking facility. Review of the upland multi-family residential development is not before the City Council at this time because it was previously approved by the 2009 Destin City Council. However, as a point of interest and for informational purposes, staff notes that the existing DO 09-17 is for long-term residential uses, and therefore does not permit short-term residential uses or time shares at the approved condominium.

Harbor & Waterways Board Review: On September 27, 2021, the Harbor & Waterways Board considered the marine construction permit only, **per Section 11.05.01, Land Development Code**. The Harbor & Waterways Board voted 4-1 to recommend approval of the proposed docking facilities to the City Council, with three conditions:

1. Prior to permit approval, the Applicant must provide proof that the State's Net Positive Public Benefit fee of \$500,000 has been paid to the Trust for Public Land.
2. Prior to permit approval and issuance, the Applicant must satisfy the City's Net Positive Environmental Benefit by offsetting the impacts with improvements or paying a fee equal to 25% of the cost of construction of the docking facility.
3. Use of the docking facility is contingent upon (1) a final Certificate of Occupancy for the previously approved upland development and (2) City Council approval of the proposed Major Development Order and Major Subdivision approval, both of which are currently anticipated to be considered by the City Council on October 18, 2021.

REQUEST TO CITY COUNCIL: The Applicant seeks approval from the City Council for a Major Development Order, Major Subdivision, and Marine Construction permit that would authorize the construction of a 53-slip private docking facility to support the previously authorized upland residential development. The proposed docking facility consists of three docks (Dock A: ±177 LF of dock from the Mean High-Water Line (MHWL), Dock B: ±186.5 LF of dock from the MHWL, and Dock C: ±197.8 LF of dock from the MHWL). The total project footprint is ±7,400 square feet located at 1 Gulf Shore Drive within Destin Harbor, Class III Florida Waters. If approved, the docking facility would not receive a Certificate of Completion until such time as the upland long-term residential condominium received a Certificate of Occupancy. Therefore, no usage of the docking facility or mooring of vessels is permitted until construction of the condominium is complete, regardless of which is constructed first. The Applicant has also offered the attached Gulf Shore Drive Extension Construction Agreement to the City Council for approval. With permission of the Applicant, the Major Development Order, Major Subdivision, Marine Construction Permit and Gulf Shore Drive Extension Construction

Agreement are being consolidated into one public hearing and therefore, all items being reviewed by the City Council for approval are subject to public comment.

II. DISCUSSION: Introduction of Discussion: To facilitate your review of the applications for this residential docking facility, this section is organized into 3 parts, including (1) Major Development Order and Major Subdivision Request (2) Gulf Shore Drive Extension Construction Agreement and (3) Marine Construction Permit.

The proposed private docking facility consists of a total of 50 permanent slips and three (3) flexible mooring areas. The approximate linear feet of waterfront for the parcel is 600 feet. **Per LDC 11.05.01.N**, slip density may not exceed more than one slip per eight (8) lineal feet of water frontage. The maximum slip density allowed for this parcel is 75 slips.

The proposed project is comprised of three (3) dock structures:

- **Dock A** proposes 4,350 SF and will accommodate fourteen (14) slips with two (2) flexible mooring areas. The Applicant provided a width of 829 feet from the MHWL of Dock A with an overall linear length of 162 feet.
- **Dock B** proposes 4,235 SF and will accommodate eighteen (18) slips. The applicant provided a width of 939 feet from the MHWL of Dock B with an overall linear length of 175 feet.
- **Dock C** proposes 3,870 SF and will accommodate eighteen (18) slips with one (1) flexible mooring area. The applicant provided a width of 1,388 feet from the MHWL of Dock C with an overall linear length of 196 feet.

1. Major Development Order and Major Subdivision Request:

The Major Development Order requested by the Applicant is for the above-described docking facilities, and is attached with this staff report for review. The proposed development order is attached in its entirety for your review and consideration, and includes, but is not limited to, the following requirements:

- **Prior to the issuance of any City Permit or a Certificate of Completion for the residential docking facilities, as specifically provided for herein**, all applicable Impact Fees and other outstanding fees/costs associated with this project that are owed to the City must be paid in full.
 - i. **Impact fee:** There is no impact fee associated with this Development Order 21-23; however, the impact fee due pursuant to Development Order 09-17 for the previously authorized upland long-term residential development is still applicable. This impact fee due to the City is **\$174,542.00 and must be paid prior to issuance of a Certificate of Completion for the residential docking facilities.**
 - ii. Prior to the issuance of any City Permit, the Applicant must provide proof that

the State's Net Positive Public Benefit fee of \$500,000 has been paid to the Trust for Public Land.

- iii. Prior to the issuance of any City Permit, the Applicant must satisfy the City's Net Positive Environmental Benefit by offsetting the impacts with improvements or paying a fee equal to 25% of the cost of construction of the docking facilities.

- **DOCKING FACILITIES ARE PROHIBITED ON THE SUBJECT PROPERTY EXCEPT AS AN ANCILLARY USE TO THE RESIDENTIAL DEVELOPMENT AUTHORIZED IN DEVELOPMENT ORDER 09-17. NO USE OF THE DOCKING FACILITIES MAY BE MADE, NOR MAY A CERTIFICATE OF COMPLETION FOR THE DOCKING FACILITIES BE ISSUED, UNTIL SUCH TIME AS THE CITY ISSUES A CERTIFICATE OF OCCUPANCY FOR THE PREVIOUSLY APPROVED MULTI-FAMILY RESIDENTIAL DEVELOPMENT AUTHORIZED BY DEVELOPMENT ORDER 09-17.**

- **PROHIBITED ACTIVITIES AT DOCKING FACILITIES:** The docking facilities authorized herein are authorized as long-term residential boat slips for use by residents of the upland condominium development authorized by DO 09-17, and their guests.

- a. Any commercial use of the docking facilities is expressly and strictly prohibited.

- i. Commercial uses include any non-residential use of the docking facilities. Additionally, vessels must depart, remain docked, and return to the docking facilities at a frequency and intensity common to residential uses. Excessive departures and arrivals by a vessel or group of vessels at the docking facilities may be deemed a commercial use and is subject to enforcement action by the City.
 - ii. Sub-leasing or renting of any boat slip or part of the docking facilities by any non-resident of the upland residential development is considered a commercial use and is expressly prohibited. Nothing herein shall prohibit a lawful long-term tenant of the upland residential development from occupying a boat slip with permission of the unit owner.

- b. Gambling vessels are expressly prohibited from occupying any portion of the docking facilities, pursuant to **Section 14-202(h), City of Destin Code of Ordinances**, as such Code exists on the effective date of this DO-21-23.

- **NOTHING HEREIN SHALL BE CONSTRUED TO ABROGATE THE DEVELOPER'S OBLIGATIONS PURSUANT TO DO-09-17. ALL TERMS AND CONDITIONS OF DO-09-17 REMAIN IN FULL FORCE AND EFFECT**

EXCEPT TO THE EXTENT THAT ANY PARTICULAR TERM IS EXPRESSLY MODIFIED PURSUANT TO DO-21-23.

- **COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE** The property has a Future Land Use Map Designation of High Density Residential (HDR) and a Zoning Designation of High Density Residential (HDR). The proposed project is consistent with the Future Land Use Map, Comprehensive Plan Policy 6-1.1.3 (Coastal Management Element) and Land Development Code (LDC).
- **LAND USE** Marinas are not a permitted use within the HDR Future Land Use designation and the HDR zoning district. However, the proposed docking facility would be an ancillary use to the previously authorized upland long-term residential development, and as such is an appropriate use in the zoning district.
- **DENSITY** Not applicable
- **HEIGHT** Not applicable
- **FLOOR AREA RATIO** Not applicable
- **RIPRIAN SETBACKS**
 - Front required: Not applicable
 - Front provided: Not applicable
 - Side minimum required: 25'
 - Side provided: 25'
 - Rear minimum required: Not applicable
 - Rear provided: Not applicable
- **OPEN SPACE**
 - Minimum required: Not applicable
 - Provided: Not applicable
- **PLATTING** The Applicant is required to show three lots, consisting of the upland, submerged land, and the land identified as Gulf Shore Drive 100' Right-of-Way. The right-of-way is to be platted as a lot in the proposed subdivision

plans, and will be deeded from the Applicant to the City in fee simple pursuant to the terms of the Gulf Shore Drive Extension Construction Agreement.

• **CONCURRENCY MANAGEMENT**

- Concurrency requirements have been met:
- Traffic: Signed September 30, 2021
- Stormwater Management: Signed September 7, 2021
- Potable Water/Sanitary Sewer: Signed January 8, 2021
- Solid Waste: Signed March 31, 2021

Additionally, the Staff has determined that, subject to the terms and conditions set forth in the proposed Development Order, DO 23-21 would improve City Levels of Service by providing increased connectivity and recreational opportunities for residents.

2. Gulf Shore Drive Extension Construction Agreement: This Agreement accomplishes several objectives.

First, the title history of the City's right-of-way located in between the Applicant's harbor and upland parcels is long and complex. Through the swapping of two quitclaim deeds, the Agreement resolves all outstanding title issues and ambiguities as to the 100 foot right-of-way and in so doing provides an alignment of Gulf Shore Drive which will provide the public direct access to Norriego Point Park by land. Moreover, the alignment is consistent with the Florida Department of Environmental Protection (FDEP) concept plans for Gulf Shore Drive found in the 30%, 60%, and 90% plans for the Phase III improvements of Norriego Point Park. These plans have previously been presented to the City Council, and the 60% plans were specifically accepted by the City Council.

Second, the Agreement requires the Applicant to fully pay for all costs associated with construction of the Gulf Shore Drive Extension. Additionally, the Applicant must do so within 9 months of the City issuing all necessary permits for construction of the road extension. City staff has received one set of engineered plans from FDEP and is actively working towards finalizing these plans and ensuring all provisions of applicable City Codes are met. Assuming this is accomplished shortly, the Applicant will be required to build the Gulf Shore Drive Extension by the end of summer 2022. Completion of the roadway will enable FDEP to begin construction on the Phase III Improvements of Norriego Point Park. Finally, after the Applicant constructs its project, the Applicant is required to make any necessary repairs to Gulf Shore Drive caused by the Applicant's construction activities.

3. Marine Construction Permit: The Harbor and Waterways Board has recommended approval of the Marine Construction Permit, with three conditions:

- i. Prior to permit approval, the Applicant must provide proof that the State's Net Positive Public Benefit fee of \$500,000 has been paid to the Trust for Public Land.
- ii. Prior to permit approval and issuance, the Applicant must satisfy the City's

Net Positive Environmental Benefit by offsetting the impacts with improvements or paying a fee equal to 25% of the cost of construction of the docking facility.

- iii. Use of the docking facility is contingent upon (1) a final Certificate of Occupancy for the previously approved upland development and (2) City Council approval of the proposed Major Development Order and Major Subdivision approval, both of which are currently anticipated to be considered by the City Council.

In considering the Marine Construction Permit, the City Council should review the following applicable provisions of the City's Land Development Code:

11.05.01. General regulations; prohibitions. This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:

- A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate Federal, State and City agencies.

Staff response: The Applicant provided a Florida Department of Environmental Protection (FDEP), Permit No: 0251677-007-EI/46 and Army Corps of Engineers (ACE), Permit No. SAJ-2005-06882 (SP-MDZ). The Permit Construction Phase Expiration Date is January 2024. Additionally, the Applicant will be requesting approval from the City Council on October 18, 2021.

- B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

Staff response: Not Applicable.

- C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

Staff response: The Applicant's proposed private docking facilities will be an ancillary use to an existing upland structure (a condominium, which was approved by the City in 2009, and which is not subject to review by the Harbor Board). There are no commercial activities allowed at the private docking facilities. The Applicant shall not discharge fish carcasses or debris into the Harbor or waterways of Destin.

- D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance

with the provisions of this article.

Staff response: The Applicant's proposed private docking facilities will be an ancillary use to an existing upland structure (a condominium, which was approved by the City in 2009, and which is not subject to review by the Harbor Board). There are no commercial activities allowed at the private docking facilities. The Applicant shall not dispose of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash receptacles will be anchored.

E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

Staff response: Not applicable/No fuel or oil will be discharged into the Harbor or waterways of Destin.

F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

Staff response: The proposed private docking facilities are compliant with this requirement.

G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

Staff response: The proposed private docking facilities are compliant with this requirement.

H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

Staff response: The proposed private docking facilities shall be compliant with this requirement.

I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless such the dock is equipped with a sewage pump-out.

Staff response: Commercial docking of boats is prohibited at the proposed private docking facilities.

J. No dock shall be constructed which permits the docking of a live-aboard unless such

vessel has an operable holding tank.

Staff response: Docking of live-aboard boats shall be prohibited at the proposed private docking facilities.

K. No boat shall be moored in the Harbor or waterways of Destin, such that constitutes a hazard to navigation.

Staff response: The proposed private docking facilities shall be compliant with this requirement.

L. No dock shall be constructed such that it constitutes a hazard to navigation.

Staff response: The proposed private docking facilities do not constitute a hazard to navigation.

M. Excepting docks connected to uplands zoned South Harbor Mixed Use (SHMU), or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

Staff response: The proposed private docking facilities are zoned High Density Residential (HDR) and are compliant with this requirement.

1. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock not exceed the maximum length established by paragraphs F and G above. **(Not Applicable).**
2. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above. **(Not Applicable).**

N. No dock shall be constructed or modified such that slip density exceeds one slip per eight (8) lineal feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

Staff response: The slip density of the proposed docking facilities do not exceed one slip per eight lineal feet of waterfront footage.

O. No boat or vessel, entering into, exiting or operating within the Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other persons within the Destin Harbor, or would contribute to any adjacent land erosion.

Staff response: Vessels associated with the proposed private docking facilities shall be compliant with this requirement.

P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

Staff response: The proposed private docking facilities shall be compliant with this requirement.

Q. No pier shall extend more than six (6) feet into a canal right-of-way.

Staff response: Not applicable.

R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in **Chapter 17-302, Florida Administrative Code.**

Staff response: The proposed private docking facilities shall be compliant with this requirement.

S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

Staff response: Notice has been provided and the Harbor and Waterways Board shall consider any objections received from the adjoining property owners in its recommendation to the City Council.

T. No dock shall unreasonably interfere with the riparian rights of others.

Staff response: The proposed private docking facilities do not unreasonably interfere with the riparian rights of others.

U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

Staff response: The proposed private docking facilities shall be compliant with this requirement.

V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

Staff response: No commercial activity is permitted at the proposed private docking facilities.

W. No construction shall be allowed which violates any provision of the Standard Building Code, as adopted by the City.

Staff response: The proposed private docking facilities shall be compliant with this requirement.

X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Division and Building Division for that service.

Staff response: The proposed private docking facilities shall be compliant with this requirement.

Y. No person, while operating a boat within the Harbor or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

Staff response: Vessels docked at the proposed private docking facilities shall be compliant with this requirement.

Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection 11.05.01.M.2.

Staff response: Not applicable.

Pursuant to **Section, 11.05.03, Land Development Code**, all construction shall be inspected by the City of Destin Building Inspector for compliance with applicable building codes. The Applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

A. Link to Strategic Goals / Objectives: Improved quality of life for residents

B. Effect on Budget (EOB): The Florida Department of Environmental Protection (FDEP) Permit No: 0251677-007-EI/46 permit mentions a required State Net Positive Public Benefit (NPPB) fee of \$500,000 to be paid to the Trust for Public Land to benefit the City of Destin City parks.

In addition to the State's Net Positive Public Benefit, all new projects constructed in the Harbor are required to provide Net Positive Environmental Benefit (NPEB) equal to 25% of the construction cost per **LDC section 11.05.02.N. – Permitting Procedures**.

C. Level of Service (LOS): Increased connectivity and recreational opportunities due to increased residential access to docking facilities as well as improved public access to Norriego Point beach.

III. CONCLUSION: The project consists of a private 53-slip, residential docking facility to support the previously approved upland development under DO-09-17 (i.e., Point One, LLC). The Community Development Department reviewed the application and determined that, subject to the conditions set forth in DO 21-23, the plans comply with City Codes and regulations including but not limited to **Article 11.05.01., City of Destin Land Development Code**, and the Coastal Management Element of the City's Comprehensive

Plan (Coastal Management Element Policy 6-1.1.3).

STAFF RECOMMENDATION: Subject to the terms and conditions set forth in proposed DO 21-23, the Applicant will meet all applicable sections of City Codes.

Therefore, staff recommends approval of the Major Development Order, Major Subdivision, Gulf Shore Drive Extension Construction Agreement, and Marine Construction Permit. Please note that no Marine Construction Permit will be issued until such time as all State and local requirements are met, notwithstanding the City Council approval.

IV. RECOMMENDED MOTION: I move that the City Council approve the subject Major Development Order for the Docking Facility, the Major Subdivision, and the accompanying Gulf Shore Drive Extension Construction Agreement and Marine Construction Permit subject to the following conditions:

1. Prior to permit approval, the Applicant must provide proof that the State's Net Positive Public Benefit fee of \$500,000 has been paid to the Trust for Public Land.
2. Prior to permit approval and issuance, the Applicant must satisfy the City's Net Positive Environmental Benefit by offsetting the impacts with improvements or paying a fee equal to 25% of the cost of construction of the docking facility.
3. Any use of the docking facility is contingent upon a final Certificate of Occupancy for the previously approved upland development and all other conditions set forth in DO 21-23.

OR

I move that the City Council approve the subject Major Development Order for the Docking Facility, the Major Subdivision, and the accompanying Gulf Shore Drive Extension Construction Agreement and Marine Construction Permit subject to the following conditions: *(as deemed necessary by City Council)*

Attachments:

1. A-Proposed DO-21-23_Pointe Mezzanine Draft DO
2. B-Proposed Major DO Application 20-32-SP
3. C-Proposed Major Subdivision Application, Survey and Plat
4. D-Proposed Gulf Drive Extension Construction Agreement with attachments
5. E-20-32-SP Pointe Mezzanine Docking Facility Site Plans

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6. F-FDEP Permit No 0251677-007-E146
7. G-US Army Corp of Engineers Permit No SAJ-2005-06882 (SP-MDZ)
8. H-DO-09-17 (Previously approved-Informational Only)
9. I-Emails from Utility Providers
10. J-Noticing Requirements-
Abutter, Posting, Newspaper
11. K-Public Comments Received



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

October 18, 2021

Development Order No. 21-23

Final Development Order:

POINTE MEZZANINE DOCKING FACILITY A MAJOR DEVELOPMENT ORDER AND A MAJOR SUBDIVISION (20-32-SP & 21-24-MS)

Based upon the City's approval and issuance of this Development Order on October 18, 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.

Pointe Mezzanine, LLC, and Pointe Resort, LLC are requesting approval for a Major Development Order and a Major Subdivision. The applicant is proposing a docking facility along the western shoreline of Destin Harbor, between the existing East Pass Towers condominium and the City's Norriego Point property (Parcel IDs: 00-2S-24-0000-0034-0000 & 00-2S-24-0000-0034-0020). Such proposed project is a 50-slip docking facility with 3 mooring points for a total of 53 vessel spaces, with approximately 1 acre of dredge area located immediately offshore of the existing sheet pile wall. The proposal is a private long-term residential docking facility that is an ancillary use to the multi-family long-term residential development authorized pursuant to DO 09-17.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site construction plans (Exhibit A) and preliminary plat (Exhibit B) approved on October 18, 2021.
2. All the findings and requirements of the Technical Review Committee report are fully incorporated herein by this reference.

CONDITIONS OF APPROVAL:

1. Pointe Beach & Yacht Club Subdivision plat shall show three lots. The land identified as Gulf Shore Drive 100' Right of Way shall be platted as a lot and deeded from the Applicant to the City in fee simple pursuant to the terms of the Gulf Shore Drive Extension Construction Agreement attached to the Technical Review Committee Report as Exhibit "C.". Applicant shall execute and fully comply with all terms, duties, and obligations described in the Gulf Shore Drive Extension Construction Agreement.

2. 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 **October 19, 2021** (no later than **October 19, 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.

3. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for “Pointe Mezzanine Docking Facility” 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.**

4. 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 (ROW) (Note: Applicant must obtain the proper ROW permit(s) from the Community Development Department prior to issuance of**

building permits, unless otherwise exempted by the City Engineer).

- 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.

5. 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 (LDC) 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, if applicable, and submit copy to the City Engineer.
- D. **Prior to the issuance of any City Permit**, obtain a Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) permit and submit a copy to the City Engineer. Provide a copy of the Stormwater Pollution Prevention Plan (SWPPP) as required for the NPDES permit for all construction disturbance over 1 acre. If the site is less than 1 acre, provide an erosion control plan in accordance with LDC Article 11.
- E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a NPDES storm water construction generic Permit (if applicable) approval shall be provided.
- F. **Prior to the issuance of a Certificate of Completion for the residential docking facilities**, the developer/owner, engineer of record and the contractor shall make themselves familiar with all applicable sections of Article 11, (including but not limited to 11.09.00., Illicit Discharge) of the City's *Land Development Code*, and shall comply with the codes, or be subject to enforcement.
- G. **Prior to the issuance of a Certificate of Completion for the residential docking facilities**, an ancillary use to the upland residential development authorized by DO 09-17, the developer/owner, engineer of record and the contractor shall make themselves familiar with

Article 8, Transportation, of the City's *Land Development Code*, and shall comply with the codes, or be subject to enforcement.

- H. **Prior to the issuance of any City Permit or a Certificate of Completion for the residential docking facilities, as specifically provided for herein**, all applicable Impact Fees and other outstanding fees costs associated with this project that are owed to the City must be paid in full.
- i. **Impact fee:** There is no impact fee associated with this Development Order 21-23; however, the impact fee due pursuant to DO 09-17 for the previously authorized upland long-term residential development is still applicable. This impact fee due to the City is **\$174,542.00 and must be paid prior to issuance of a Certificate of Completion for the residential docking facilities.**
 - ii. Prior to the issuance of any City Permit, the applicant must provide proof that the State's Net Positive Public Benefit fee of \$500,000 has been paid to the Trust for Public Land.
 - iii. Prior to the issuance of any City Permit, the applicant must satisfy the City's Net Positive Environmental Benefit by offsetting the impacts with improvements or paying a fee equal to 25% of the cost of construction of the docking facilities.
- I. **DOCKING FACILITIES ARE PROHIBITED ON THE SUBJECT PROPERTY EXCEPT AS AN ANCILLARY USE TO THE RESIDENTIAL DEVELOPMENT AUTHORIZED IN DO 09-17. NO USE OF THE DOCKING FACILITIES MAY BE MADE, NOR MAY A CERTIFICATE OF COMPLETION FOR THE DOCKING FACILITIES BE ISSUED, UNTIL SUCH TIME AS THE CITY ISSUES A CERTIFICATE OF OCCUPANCY FOR THE PREVIOUSLY APPROVED MULTI-FAMILY RESIDENTIAL DEVELOPMENT AUTHORIZED BY DO 09-17.**
- J. **PROHIBITED ACTIVITIES AT DOCKING FACILITIES:** The docking facilities authorized herein are authorized as long-term residential boat slips for use by residents of the upland condominium development authorized by DO 09-17, and their guests.
- a. Any commercial use of the docking facilities is expressly and strictly prohibited.
 - i. Commercial uses include any non-residential use of the docking facilities. Additionally, vessels must depart, remain docked, and return to the docking facilities at a frequency and intensity common to residential uses. Excessive departures and arrivals by a vessel or group of vessels at the docking facilities may be deemed a commercial use and is subject to enforcement action by the City.
 - ii. Sub-leasing or renting of any boat slip or part of the docking facilities by any non-resident of the upland residential development is considered a commercial use and is expressly prohibited. Nothing herein shall prohibit a lawful long-term tenant of the upland residential development from occupying a boat slip with permission of the unit owner.
 - b. Gambling vessels are expressly prohibited from occupying any portion of the docking facilities, pursuant to Section 14-202(h), City of Destin Code of Ordinances, as such Code exists on the effective date of this DO 21-23.

K. NOTHING HEREIN SHALL BE CONSTRUED TO ABROGATE THE DEVELOPER'S OBLIGATIONS PURSUANT TO DO 09-17. ALL TERMS AND CONDITIONS OF DO 09-17 REMAIN IN FULL FORCE AND EFFECT EXCEPT TO THE EXTENT THAT ANY PARTICULAR TERM IS EXPRESSLY MODIFIED PURSUANT TO THIS DO 21-23.

Louis Zunguze, MURP
Community Development Director
City of Destin

Date

Joseph Winkeler
Pointe Mezzanine, LLC

Date

**TECHNICAL REVIEW COMMITTEE REPORT
POINTE MEZZANINE DOCKING FACILITY
MAJOR DEVELOPMENT ORDER & MAJOR SUBDIVISION (20-32-SP & 21-24-MS)**

Applicant: Pointe Mezzanine, LLC and Pointe Resort, LLC
Agent: Holtzman Vogel PLLC
Location: 1 Gulf Shore Drive (Parcel ID: 00-2S-24-0000-0034-0000)
Request: 50-slip docking facility with 3 mooring points for a total of 53 vessel spaces
Parcel Size: 0.17 acres, $\pm$ 7,400 square feet
Future Land Use: High Density Residential (HDR)
Zoning District: High Density Residential (HDR)
Density: Not applicable
Intensity: Not applicable
Application Date: August 7, 2020
Approved Site Plan Date: October 18, 2021

DISCUSSION/FINDINGS

Pointe Mezzanine, LLC, and Pointe Resort, LLC are requesting approval for a Major Development Order and a Major Subdivision. The applicant is proposing a docking facility along the western shoreline of Destin Harbor, between the existing East Pass Towers condominium and the City's Norriego Point property (Parcel IDs: 00-2S-24-0000-0034-0000 & 00-2S-24-0000-0034-0020). Such proposed project is a 50-slip docking facility with 3 mooring points for a total of 53 vessel spaces, with approximately 1 acre of dredge area located immediately offshore of the existing sheet pile wall. The proposal is a private long-term residential docking facility that is an ancillary use to the multi-family long-term residential development authorized pursuant to DO 09-17.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of High Density Residential (HDR) and a Zoning Designation of High Density Residential (HDR). The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Docking facilities are not a permitted use within the HDR future land use designation and the HDR zoning district. However, the proposed docking facility would be an ancillary use to the previously authorized upland long-term residential development, and as such is an appropriate use in the zoning district.

DENSITY

Not applicable

HEIGHT

Not applicable

FLOOR AREA RATIO

Not applicable

RIPRIAN SETBACKS

Front required: Not applicable

Front provided: Not applicable

Side minimum required: 25'

Side provided: 25'

Rear minimum required: Not applicable

Rear provided: Not applicable

OPEN SPACE

Minimum required: Not applicable

Provided: Not applicable

PLATTING

There is a separate Subdivision application (21-24-MS) that is running concurrently with the proposed docking facility and is included with this Development Order.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: Signed September 30, 2021

Stormwater Management: Signed September 7, 2021

Potable Water/Sanitary Sewer: Signed January 8, 2021

Solid Waste: Signed March 31, 2021

AIRPORT PROTECTION

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The submitted traffic analysis, dated March 26, 2021, indicates the proposed development is ancillary to the previously authorized upland development; therefore, it is estimated to generate 0 additional trips. The analysis is consistent with the technical methodology outlined in LDC 6.05.05.

RIGHT-OF-WAY DEDICATION

The Gulf Shore Drive Extension Construction Agreement (attached as Exhibit “C”) provides details of the subdivision process, road construction and scheduling of completion. The alignment of the roadway (Gulf Shore Drive Extension) proposed is acceptable to the City. The construction plans will be required to meet all appropriate City codes prior to construction. The right of way shall be fee simple ownership to the City and not provided through plat dedication.

The Applicant shall fully comply with all terms, duties, and obligations described in the Gulf Shore Drive Extension Agreement and it is fully incorporated by reference herein.

UTILITIES

Pursuant to LDC Article 8 .01.00.A.4., The pump out station sewer line and the two docking facility fire suppression lines proposed in the public ROW are private uses. Provide confirmation/proof from Destin Water Users stating they will take responsibility for these lines or request City Council approval. If City Council approval is granted, the City will require that the lines are cased under the road and Point Mezzanine become a part of the State (Florida Sunshine One Call) system for the life of the uses.

INGRESS/EGRESS

Vehicular access to the property will be provided as set forth in Exhibit “C”.

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:

Parking requirements are provided in DO 09-17. Per DO 09-17, there are 153 parking spaces and 75 bicycle lockers.

STORMWATER:

The City Manager’s Stormwater designee approved the stormwater plan in a memo dated September 7, 2021.

WHITE SANDS ZONE

The proposed project is located within a White Sands Zone 1.



City of Destin
Community Development Department
Planning Division
City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 654-1119 • Fax (850) 460-2171

☒ **MAJOR** ☐ **MINOR DEVELOPMENT APPLICATION**

for a FINAL DEVELOPMENT ORDER

20 - 32 - **SP**
(project number assigned by planning staff)

All applications must be emailed or shared with planning@cityofdestin.com.

Name of Proposed Project: Pointe Resort Docking Facility
(THIS NAME SHALL BE CONSISTENT ON ALL SUBMITTED PLANS & DOCUMENTS)

I. CONTACT INFORMATION:

A. Owner(s): Pointe Mezzanine, LLC & Pointe Resort LLC

Mailing Address: 1901 Manhattan Blvd, Building H, Suite 101, Harvey, LA 70058

Business Phone: 850-699-1600 Cell: _____

Email: joe@oceanllc.com

B. Authorized Agent (if applicable): Hopping Green & Sams, P.A.

Mailing Address: 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301

Business Phone: (850) 222-7500 Cell: _____

Email: garyh@hgslaw.com; erint@hgslaw.com

C. Engineer: Taylor Engineering, Inc.

Mailing Address: 4300 Legendary Drive, Suite C246, Destin, FL 32541

Business Phone: 850-460-7040 Cell: _____

Email: dgreer@taylorengeering.com

D. Architect: _____

Mailing Address: _____

Business Phone: _____ Cell: _____

Email: _____

E. Surveyor: Gustin, Cothorn, and Tucker, Inc.

Mailing Address: 121 Hart Street, Niceville, FL 32578

Business Phone: 850-678-5141

Cell: _____

Email: jwood@gct-survmap.com

II. **PROPERTY INFORMATION:** Deed recorded at Book 3295/Page3105

Existing Street Address: 1 Gulf Shore Drive, Destin, FL 32541

Parcel ID (s): 00-2S-24-0000-0034-0000 (dock parcel), 00-2S-24-0000-0034-0020 (upland parcel)

Lot: NA Block: NA Plat Book: NA Page Number: NA

Subdivision: Holiday Isle

III. **PROJECT INFORMATION:**

A. **General Information** (brief description of the project of which this application is seeking approval):

The proposed project includes the addition of a 53-slip private, residential multi-family docking facility to support the upland development authorized under DO 09-17.

See attached Supplemental Information for additional project information.

Future Land Use Map Designation(s) of the Property: HDR - High Density Residential

Zoning District(s) of the Property: HDR - High Density Residential

Type of Project / Proposed Land Use of the Property: Private docks to support the approved HDR (DO 09-17)

Total Acreage and Square Footage of the Property: 0.17 AC (~7,400SF)

Number of Permanent or Long-term Residential Units: NA

Number of Seasonal or Short-term Residential Units: NA

Total Number of Units Proposed: NA

Number of Units per Acre Allowed: NA

Number of Units per Acre Proposed: NA

Proposed Building Height (Comprehensive Plan 2020 - Policy 1-2.1.4): NA

Number of Proposed Stories (included parking decks above grade): NA

Gross Floor Area of Proposed Structure: NA

(Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code)

(NOTE: Calculations from the Site Plan and Architectural Floor Plan must match.)

B. **White Sands Zone:** The project is located in (check one):

White Sands Zone I: ☒ White Sands Zone II: ☐ Outside White Sands Zones: ☐

C. **Existing or Proposed Conditional Uses, Variances, Administrative Appeals, etc.:**

Yes: ☒ (Provide a copy of Final Order) No: ☐

D. **Development Intensity - Floor Area Ratio (FAR):**

This entire section must be completed for all non-residential projects that have the following Future Land Use Map (FLUM) Designations (Comprehensive Plan: 2020, Policy 1-2.1.2): CBN, CL, CG, CTS, ROI, CBR, TCMU, CMU, SHMU, NHMU, GRMU, HIMU, IN, A, INST, REC, and CON.

Formula:

Square footage of the subject parcel (_____ acre(s) x 43,560 sq. ft.): NA

Multiplied by FAR allowed in the Future Land Use Map Designation: X NA

Non-residential structure (not including above-grade parking structure) FAR Calculation:
(described in Policy 1-2.1.2, Comprehensive Plan: 2020)

a). Sum of Gross Floor Area (square feet) all existing and proposed structures: NA
(The gross floor area shall not include public parking structures or portions of parking structures dedicated to the public and shall adhere to Chapter 1 of the Comprehensive Plan: 2020 definition and Article 3, Sec. 3.00.00 "Gross Floor Area" of the Destin Land Development Code.)

b). Divide result of item "a" above by the gross site area (square feet): NA

Compliance:

FAR allowed in the Future Land Use Map Designation: NA

FAR proposed for this project (Insert figure from item "b"):

The proposed project FAR (☐ is, ☐ is not) in compliance.

Formula for above-grade parking structures:

Square footage of the subject parcel: (_____ acre(s) x 43,560 sq. ft.) NA

Multiplied by 0.50 bonus FAR allowed in ONLY NHMU, SHMU, and TCMU Future Land Use Map Designations: NA

Maximum above-grade parking structure square footage allowed: NA

Above-grade parking structure FAR Calculation (described in Policy 1-2.1.2, Comprehensive Plan: 2020):

a). Sum of Gross Floor Area (square feet): NA
(all existing and proposed above-grade parking structures)

b). Divide result of item "a" above by the gross site area (square feet): NA

Compliance for above-grade parking structures:

FAR allowed in the NHMU, SHMU, and TCMU Future Land Use Map Designations: NA

FAR proposed for this project (Insert figure from item "b"):

NA

The proposed project FAR (☐ is , ☐ is not) in compliance.

E. Airport Protection

FAA Permit Required: ☐ Permit Attached: ☐

Does the Proposed Project Lie within the Airport Noise Zone: Yes ☐ No ☒

If yes, requires disclosure statement and increased construction standards. For residential projects, requires a disclosure statement on the mylar of subdivision and at time of sale (Article III, Airport Zoning Regulations, Section 212-155 of Land Development Code).

Does the Proposed Project Lie within Airport Clear Zone: Yes ☐ No ☒

Does the Proposed Project Lie within Airport Expansion Area: Yes ☐ No ☒

If Yes, attach statement from Okaloosa County of Airport Authority of "approval" or "no objection" to encroachment within the proposed expansion area.

Construction Crane Registration Form Required: ☐ Approved Form Attached: ☐

F. Comprehensive Plan Compliance: Including, but not limited to the following:

Does the Proposed Development Site Include the following (Insert "Yes" or "No" in every blank and include those with a "Yes" on the Plans):

<u>Yes</u> Multimodal District and Design Initiatives	<u>No</u> Within Harbor CRA District:
<u>No</u> Within Town Center CRA District	<u>Yes</u> 100-Year Flood Plains
<u>Yes</u> Waterfront Property	<u>No</u> Conservation Areas
<u>Yes</u> Seaward of (Within) a V-Zone	<u>Yes</u> Environmentally Sensitive Area
<u>No</u> Seaward of the CCCL	<u>No</u> Historic Landmarks
<u>No</u> Protected Dunes	<u>No</u> In a Historic District
<u>No</u> Protected/Unique Vegetation	<u>No</u> Archeological Sites
<u>No</u> Seaward of Shoreline Protection Zone	<u>No</u> Habitat of Threatened Species
<u>No</u> Preserved Trees (24" d.b.h. and over)	<u>No</u> Habitat of Endangered Species
<u>No</u> Protected Trees (12" d.b.h. and over)	<u>No</u> Within 200 Feet of a Potable Water Well

If in a Flood Zone, give Minimum Base Flood Elevation Required: NA Provided: NA

IV. SUBMITTAL REQUIREMENTS

- A. Completed Application** – All applicable areas of the application shall be filled in and submitted to the Community Development Department Planning Division at the City of Destin Annex, 4100 Indian Bayou Trail, Destin, Florida 32541.
- B. Pre-Application Meeting** – A Pre-Application Meeting must be held prior to submittal of a development application with the following entities:
- a. City of Destin
 - b. Destin Fire Control (If Applicable)
 - c. Destin Water Users (If Applicable)
- C. Agent Affidavit** (if applicable) – Required if the applicant is other than the property owner.

- D. Application Fee: [Fee Schedule](#)
(FY2019 Schedule of Fees, Resolution 19-11, adopted 08/05/2019)

NOTE: Accepted Payments are Cash, Check, Debit, Discover, MasterCard or Visa. Checks shall be made payable to the City of Destin and submitted to the Planning Division, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541

- E. Proof of Ownership – A copy of the last recorded deed of the property. Owner on deed must correspond to "Current Owner" identified on page 1.
- F. Concurrency Evaluation Certificates (CEC's) – The following must be provided:
1. Solid Waste
 2. DWU Service Questionnaire
 3. Sanitary Sewer (must submit completed questionnaire to DWU)
 4. Potable Water (must submit completed questionnaire to DWU)
 5. Traffic plus analysis
 6. Stormwater Management plus calculations

The applicant is responsible for returning each CEC to the Community Development Department, completed, approved and signed.

- G. Approval from Okaloosa County Airport Authority (if applicable) - This applies to projects that lie within airport expansion area as defined in Article 7, Section 7.15.00 of the Land Development Code.
- H. Checklist – The Development Order Checklist is **REQUIRED** with submittal of all development projects.

V. SUBMITTAL PACKAGE QUANTITIES:

- A. ONE (1) COMPLETE DIGITAL package of PDF files emailed or shared with planning@cityofdestin.com.

This application must be filled out completely and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property. The agent affidavit must be completely filled out and submitted with this application. If the property has multiple owners, then all owners or their designated agents must sign this application.

I HAVE READ THE INFORMATION IN THIS APPLICATION AND HAVE FILLED IN ALL ANSWERS CORRECTLY TO THE BEST OF MY ABILITY.

APPLICANT:

SIGNATURE:


Joseph Winkeler

DATE:

August 6, 2020

PRINTED NAME:



City of Destin

Community Development Department

Planning Division

City of Destin Annex

4100 Indian Bayou Trail

Destin, Florida 32541

Phone (850) 654-1119 • Fax (850) 460-2171

MAJOR SUBDIVISION APPLICATION

_____ - _____ - MS

(project number assigned by planning staff)

All applications must be emailed or shared with planning@cityofdestin.com.

Major Subdivision is a subdivision resulting in 10 or more lots in which all or a majority of lots front on future public or private rights-of-way and which includes the dedication of the land to the City or homeowners association. (e.g. right-of-way, park, drainage retention areas, parking area, access easements, etc.)

Name of Proposed Subdivision: Pointe Beach & Yacht Club

(THIS NAME SHALL BE CONSISTENT ON ALL SUBMITTED PLANS & DOCUMENTS)

1. CONTACT INFORMATION:

A. Owner(s): Pointe Resort, LLC; Pointe Mezzanine, LLC

Mailing Address: 1901 Manhattan Blvd, Building H, Suite 101, Harvey, LA 70058

Business Phone: 850-699-1600

Cell: _____

Email: joe@oceanllc.com

B. Authorized Agent (if applicable): Holtzman Vogel PLLC

Mailing Address: 119 South Monroe Street, Suite 500, Tallahassee, FL 32301

Business Phone: 863-287-9432

Cell: _____

Email: ghunter@holtzmanvogel.com; rvolpe@holtzmanvogel.com

C. Engineer: Kimley-Horn and Associates, Inc.

Mailing Address: 120 Richard Jackson Blvd, Suite 230, Panama City Beach, FL 32407

Business Phone: 850-553-3522

Cell: _____

Email: Jeff.Brittain@kimley-horn.com

Southeastern Surveying and Mapping Corp.

D. Surveyor: _____

Mailing Address: 1130 Highway 90, Chipley, FL 32428

Business Phone: 850-638-0790 Cell: _____

Email: tmead@southeasternsurveying.com

2. PROPERTY TO BE SUBDIVIDED: See Project Narrative for further detail.

Parcel ID (s): 00-2S-24-0000-0034-0000, 00-2S-24-0000-0034-0020

Lot: N/A Block: N/A Plat Book: N/A Page Number: N/A

Subdivision: Holiday Isle

3. PROJECT INFORMATION:

A. General Information:

1) Future Land Use Map Designation(s) of the Property: HDR - High Density Residential

2) Zoning District(s) of the Property: HDR - High Density Residential

3) Type of Project / Proposed Land Use of the Property: Multi-family residential condominium

(approved under DO 09-17) and accessory private residential docking facility (pending Major DO App. 20-32-SP).

4) Total Acreage and Square Footage of the Property: approximately 4.34 acres / 189,446 square feet (not including City right-of-way)

5) Existing or Proposed Special Exceptions, Variances, Administrative Appeals, etc.:

The property is the subject of Administrative Appeal Application No. 19-04-AA. The Board of Adjustment's Final Order denying that appeal is also the subject of Okaloosa County Circuit Court Case No. 2019-CA-04010-F, which remains pending.

6) Total Number of ~~Lots~~ ^{Parcel} Proposed: 2 parcels with intervening City right-of-way

7) Minimum ~~Lot~~ ^{Parcel} Area Proposed: apprx .4 acres (00-2S-24-0000-0034-0000)

8) Minimum ~~Lot~~ ^{Parcel} Width Proposed: N/A

9) Minimum ~~Lot~~ ^{Parcel} Depth Proposed: N/A

B. Comprehensive Plan Compliance: Including, but not limited to the following:

Does the Proposed Development Site Include the following (Insert "Yes" or "No" in every blank and include those with a "Yes" on the Plans):

- | | |
|--|--|
| ☒ Multimodal District and Design Initiatives | |
| ☐ Within Harbor CRA District: | ☐ Within Town Center CRA District |
| ☒ 100-Year Flood Plains | ☒ Waterfront Property |
| ☐ Conservation Areas | ☒ Seaward of (Within) a V-Zone |
| ☒ Environmentally Sensitive Area | ☐ Seaward of the CCCL |
| ☐ Historic Landmarks | ☐ Protected Dunes |
| ☐ In a Historic District | ☐ Protected/Unique Vegetation |
| ☐ Archeological Sites | ☐ Seaward of Shoreline Protection Zone |
| ☐ Habitat of Threatened Species | ☐ Preserved Trees (24" d.b.h. and over) |
| ☐ Habitat of Endangered Species | ☐ Protected Trees (12" d.b.h. and over) |
| ☐ Within 200 Feet of a Potable Water Well | |

If in a Flood Zone, give Minimum Base Flood Elevation Required: _____ Provided: _____

4. SUBMITTAL REQUIREMENTS:

- A. ☒ **Completed application** - All applicable areas of the application shall be filled in and emailed or shared with planning@cityofdestin.com
- B. ☒ **Application Fees:** [Fee Schedule](#)

(FY 2019 Schedule of Fees, Resolution 19-11, adopted 08/05/19, effective 08/06/19)

Accepted Payments are Cash, Check, MasterCard or Visa. Checks shall be made payable to the City of Destin and submitted to the Planning Division, Community Development Department, City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541.

- C. ☒ **Proof of Ownership** - A copy of the last recorded deed of the property. Owner on deed must correspond to "Current Owner" identified on page 1. **See OR BK 3281/PG 1058; OR BK 3295/PG 3105 attached to Project Narrative**
- D. ☒ **Agent Affidavit** (if applicable) - Required if the applicant is other than the property owner.

E. Concurrency Evaluation Certificates (CEC's) - The following must be provided:

- 1). ☒ Stormwater Management, plus 2 sets of signed, sealed and dated calculations. **See DO 09-17 and accessory private residential docking facility (pending Major DO App. 20-32-SP), specifically Attachment C to RAI Response dated 7/27/2021. See also DWU Approval attached to Subdivision Checklist.**
- 2). ☒ DWU Service Questionnaire

The applicant is responsible for returning each CEC to the Community Development Department, completed, approved and signed.

F. Plan Requirements (LDC Section 2.18.02): Including, but not limited to, the following:

1) X Cover Sheet

2) X Boundary Survey, which includes the following:

- a) Signed, sealed and dated by Surveyor registered in the State of Florida.
- b) No older than six months unless Engineer of Record certifies site has NOT changed.
- c) Existing conditions of site, which includes trees over 12” in diameter at breast height.
- d) Delineated Topography.

3) ^{DO APP} Demolition Plan (if applicable)

For all requirements labeled "DO APP" please refer to the approved Development Order DO 09-17 and accessory private residential docking facility (pending Major DO App. 20-32-SP).

4) ^{DO APP} Site Plan

5) X Subdivision Plat (paper copy)

All requirements labeled "X" are included with this application.

6) ^{DO APP} Grading and Drainage Plan – Calculations must be signed & sealed by a Registered Florida Engineer and meet the requirements of Destin Code of Ordinances, Sections 6-346 and 6-352.

7) ^{DO APP} Utility Plan

8) ^{DO APP} Landscape Plan and Supporting Plans (if applicable)

9) ^{DO APP} Street Lighting Plan

10) ^{DO APP} Detail Sheets

G. Checklist. The Subdivision Checklist is **Required** with submittal.

5. SUBMITTAL PACKAGE QUANTITIES:

A. **ONE (1) COMPLETE** electronic package of PDF files emailed or shared with planning@cityofdestin.com.

NOTE: This application must be filled out completely and must be signed by the owner or his designated agent. If the applicant is different than the owner of the subject property, then an agent affidavit is required from the owner of the property. The agent affidavit must be completely filled out and submitted with this application. If the property has multiple owners, then all owners or their designated agents must sign this application.

I HAVE READ THE FOLLOWING INFORMATION IN THIS APPLICATION AND HAVE FILLED IN ALL ANSWERS CORRECTLY TO THE BEST OF MY ABILITY.

Pointe Resort, LLC; Pointe Mezzanine, LLC

APPLICANT: _____

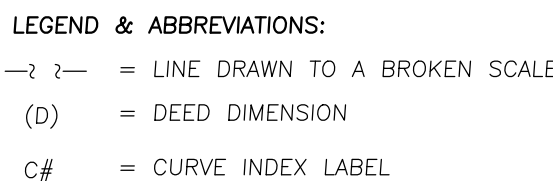
SIGNATURE:



DATE: 8/12/2021

PRINTED NAME:

Gary K. Hunter, Jr. (as Agent of Applicant)



1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES STANDARD SURVEY FEET AND DECIMALS THEREOF.
4. VERTICAL INFORMATION SHOWN HEREON IS BASED ON GPS OBSERVATIONS TAKEN FROM FLORIDA DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GPS CONTINUOUSLY OPERATING REFERENCE STATIONS "DSTN" HAVING AN ELEVATION OF 31.07 FEET NAVD88.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
6. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
7. SURVEY MAP AND AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
8. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
9. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. BEARINGS SHOWN HEREON ARE BASED ON THE ON THE WESTERN BOUNDARY OF SAID EAST PASS TOWERS, PHASE I, A CONDOMINIUM, PER OFFICIAL RECORD BOOK 3295, PAGE 3105, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING SOUTH 68°06'30" WEST, BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
11. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES FOUND WITHIN THE BOUNDARIES OF THIS SURVEY OR IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
12. THE ABOVE DESCRIBED PARCEL CONTAINS 5.63 ACRES, MORE OR LESS.
13. ADJACENT PROPERTY INFORMATION SHOWN HEREON, THAT WAS NOT FURNISHED TO THIS SURVEYOR, WAS COMPILED USING LATEST AVAILABLE DATA. NO ATTEMPT WAS MADE BY THIS FIRM TO VERIFY ITS ACCURACY.
14. I HAVE REVIEWED THE FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATE MARCH 21, 2011, POLICY NO. 2710709-74021859, AND ALL RECORDED ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN SCHEDULE B - PART II OF THE TITLE INSURANCE COMMITMENT HAVE BEEN SHOWN OR NOTED ON THE SURVEY.
15. THE MEAN HIGH WATER ELEVATION SHOWN HEREON IS 0.73 FEET PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, APPROVED BY W. LAMAR EVERS, DATED 10/8/21.

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C10	503.88"	00°09'38"	1.41"	S6°05'47"E	1.41'
C10(D)	503.88"	00°09'43"	1.42"	N13°31'50"W	1.42'
C11	200.00'	22°46'41"	79.51'	N15°22'16"W	78.99'
C11(D)	200.00'	22°46'56"	79.52'	S12°14'16"E	79.00'
C12	525.05'	13°03'40"	119.69'	N30°41'44"W	119.43'
C12(D)	525.05'	13°03'40"	119.68'	S30°41'44"E	119.42'
C13	174.94'	48°37'18"	148.45'	N6°13'52"W	144.04'
C13(D)	175.00'	48°37'29"	148.52'	S6°13'21"E	144.10'
C14	125.05'	40°22'34"	88.12'	S65°38'21"E	86.31'
C14(D)	125.00'	40°22'41"	88.09'	S65°39'39"E	86.28'
C15	297.00'	05°17'45"	27.45'	N4°05'22"W	27.44'
C16	75.48"	56°18'39"	74.14"	S81°15'01"E	71.19"
C17	57.88"	74°10'30"	74.93"	N78°42'32"W	69.81"

LINE #	BEARING	LENGTH
L1	S51°39'21"E	5.60'
L1(D)	N51°29'39"W	5.71'
L2	N51°39'21"W	5.85'

(OFFICIAL RECORD BOOK 3295, PAGE 3105):
A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 32 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE OR LESS AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLDAIE ISLE, RESIDENTIAL SUBDIVISION, BEING A PART OF THE LANDS OF THE STATE OF FLORIDA, AND MORE OR LESS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 19 SECONDS WEST, A DISTANCE OF 187.72 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF DURANGO ROAD ON SAID SECTION 36, TOWNSHIP 32 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET, CHORD BEARING = NORTH 60 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES, 02 MINUTES, 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES, 38 MINUTES 32 SECONDS WEST, A DISTANCE OF 194.00 FEET TO A POINT OF TANGENCY, THENCE A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET, CHORD BEARING = NORTH 60 DEGREES 00 MINUTES 00 SECONDS, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 00 SECONDS, AN ARC DISTANCE OF 119.37 FEET, CHORD BEARING = NORTH 60 DEGREES 00 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE 1, A CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING, THENCE (5) NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 141.88 FEET, THENCE SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEA WALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, THENCE (6) ALONG SAID EXISTING SEA WALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH 38 DEGREES 01 MINUTES 00 SECONDS WEST, A DISTANCE OF 15.00 FEET, THENCE (2) NORTH 38 DEGREES 01 MINUTES 44 SECONDS WEST, A DISTANCE OF 38.65 FEET, THENCE (3) REPORTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (4) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (5) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (6) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (7) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (8) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (9) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (10) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (11) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (12) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (13) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (14) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (15) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (16) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (17) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (18) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (19) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (20) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (21) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (22) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (23) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (24) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (25) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (26) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (27) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (28) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (29) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (30) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (31) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (32) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (33) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (34) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (35) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (36) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (37) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (38) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (39) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (40) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (41) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (42) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (43) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (44) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (45) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (46) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (47) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (48) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (49) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (50) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (51) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (52) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (53) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (54) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (55) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (56) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (57) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (58) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (59) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (60) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (61) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (62) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (63) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (64) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (65) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (66) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (67) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (68) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (69) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (70) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (71) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (72) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (73) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (74) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (75) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (76) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (77) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (78) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (79) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (80) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (81) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (82) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (83) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (84) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET, THENCE (85) NORTH 45 DEGREES 13 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.

FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK 9, HOLIDAY ISLE, RESIDENTIAL SECTION
 OF THE PALM BEACH ESTATES, BEING THE INTERSECTION OF THE WEST LINE OF CHORD BEARING
 FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY)
 EAST 89 DEGREES 30 MINUTES 00 SECONDS BEARING A DISTANCE OF 147.75 FEET, THENCE DEPARTING
 EAST, EASTERLY, THENCE ON THE NORTH 65 DEGREES 28 MINUTES 00 SECONDS BEARING A
 18772.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04
 FEET, THENCE ON THE WESTERLY RIGHT OF WAY OF CHORD BEARING NORTH 33 DEGREES 12 MINUTES
 SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE
 CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48
 DEGREES 37 MINUTES 29 SECONDS, THENCE ON THE WESTERLY RIGHT OF WAY OF CHORD BEARING
 00 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE= 508.52 FEET) TO THE POINT OF
 TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78
 FEET, THENCE ON THE WESTERLY RIGHT OF WAY OF CHORD BEARING NORTH 33 DEGREES 12 MINUTES
 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN
 ARC DISTANCE OF 388.85 FEET (CHORD BEARING= NORTH 33 DEGREES 12 MINUTES 52 SECONDS
 NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13
 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING= NORTH 20
 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE= 120.00 FEET) TO THE
 CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM AND THE POINT OF BEGINNING, SAID
 POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET THENCE ON THE ARC
 OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN
 DISTANCE OF 1.42 FEET, (CHORD BEARING AND DISTANCE= NORTH 13 DEGREES 31 MINUTES 50
 SECONDS WEST, A DISTANCE OF 1.42 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE
 CONCAVE WESTERLY HAVING A RADIUS OF 100.00 FEET, THENCE ON THE ARC OF SAID CURVE, THROUGH
 THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05
 FEET, (CHORD BEARING AND DISTANCE= NORTH 06 DEGREES 35 35 MINUTES 42 SECONDS WEST,
 CHORD DISTANCE= 30.05 FEET) TO THE POINT OF TANGENCY OF SAID CURVE, THENCE ON THE
 AND HAVING A RADIUS OF 100.00 FEET, THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL
 ANGLE OF 25 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 44.23 FEET, THENCE ON THE
 OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12 DEGREES 20 MINUTES 17 SECONDS WEST, A DISTANCE
 TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, THENCE ON
 OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN
 ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE= NORTH 30 DEGREES 39 MINUTES
 22 SECONDS WEST, A DISTANCE OF 97.25 FEET) TO THE POINT OF TANGENCY OF SAID CURVE, THENCE
 ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN
 ARC DISTANCE OF 131.41 FEET, (CHORD BEARING AND DISTANCE= NORTH 33 DEGREES 12 MINUTES
 15 SECONDS WEST, A DISTANCE OF 61.76 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE
 CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET, THENCE ON THE ARC OF SAID
 CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE
 OF 158.56 FEET, (CHORD BEARING AND DISTANCE= NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST,
 A DISTANCE OF 155.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE, THENCE NORTH 45 DEGREES
 00 MINUTES 00 SECONDS WEST, CHORD DISTANCE= 155.30 FEET) TO THE POINT OF BEGINNING
 OF SAID CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 297.00 FEET, THENCE ON THE ARC OF
 SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE
 OF 28.70 FEET, (CHORD BEARING AND DISTANCE= NORTH 48 DEGREES 14 MINUTES 25 SECONDS WEST,
 A DISTANCE OF 28.69 FEET); THENCE NORTH 51 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE
 OF 1.00 FEET, THENCE ON THE WESTERLY RIGHT OF WAY OF CHORD BEARING NORTH 33 DEGREES 12
 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET,
 THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 44 MINUTES 56
 SECONDS WEST, CHORD DISTANCE= 397.00 FEET) TO THE POINT OF TANGENCY OF SAID CURVE, THENCE
 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE,
 THENCE SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.85 FEET TO THE
 POINT OF BEGINNING OF SAID CURVE, THENCE ON THE WESTERLY RIGHT OF WAY OF CHORD BEARING
 00 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE= 120.00 FEET) TO THE
 THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41
 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE= SOUTH 65 DEGREES 39
 MINUTES 39 SECONDS WEST, CHORD DISTANCE= 88.09 FEET) TO THE POINT OF TANGENCY OF SAID
 CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET, THENCE ON THE ARC OF
 SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE
 OF 148.52 FEET, (CHORD BEARING AND DISTANCE= SOUTH 61 DEGREES 32 MINUTES 15 SECONDS
 EAST, A DISTANCE OF 144.10 FEET), TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 37
 DEGREES 00 MINUTES 00 SECONDS WEST, CHORD DISTANCE= 144.10 FEET) TO THE POINT OF
 A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET, THENCE ON THE ARC OF
 SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE
 OF 119.42 FEET, (CHORD BEARING AND DISTANCE= NORTH 33 DEGREES 12 MINUTES 52 SECONDS
 EAST, A DISTANCE OF 119.42 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE
 WESTERLY AND HAVING A RADIUS OF 200.00 FEET, THENCE ON THE ARC OF SAID CURVE, THROUGH
 A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.42 FEET
 (CHORD BEARING AND DISTANCE= SOUTH L3 DEGREES 21 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.00
 FEET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY
 RIGHT OF WAY OF CHORD BEARING NORTH 33 DEGREES 12 MINUTES 52 SECONDS WEST, CHORD
 39 MINUTES 39 SECONDS WEST, SAID NORTHERLY EXTENSION, A DISTANCE OF 103.59 FEET TO THE
 POINT OF BEGINNING OF SAID CURVE, HEREIN DESCRIBED.
 SAID PARCEL CONTAINING 1.33 ACRES.

Certified to:

POINTE BEACH & YACHT CLUB

A SUBDIVISION BEING OF A PORTION OF UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 24 WEST,
1 GULF SHORE DRIVE, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
JULY 2021

DESCRIPTION:

(OFFICIAL RECORD BOOK 3295, PAGE 3105);
A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES, 02 MINUTES, 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES, 35 MINUTES 37 SECONDS WEST, A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE= 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING, THENCE ON THE WESTERN BOUNDARY OF SAID EAST PASS TOWERS, PHASE I, A CONDOMINIUM, SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEA WALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, THENCE ON SAID VERTICAL FACE OF SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH 38 DEGREES 01 MINUTES 05 SECONDS WEST, A DISTANCE OF 2.50 FEET, THENCE (2) NORTH 49 DEGREES 25 MINUTES 44 SECONDS WEST, A DISTANCE OF 385.65 FEET, THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 456.28 FEET TO A POINT ON THE MEAN HIGH WATER LINE AND 0.77 FOOT COUTOUR (NORTH AMERICAN VERTICAL DATUM OF 1988): OF OLD PASS LAGOON; THENCE ON SAID MEAN HIGH WATER LINE THE FOLLOWING APPROXIMATING TEN CALLS: THENCE (1) SOUTH 46 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 141.88 FEET TO A POINT OF CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 75.44 FEET; THENCE (2) ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 18 MINUTES 39 SECONDS, A DISTANCE OF 74.14 FEET (CHORD BEARING = SOUTH 81 DEGREES 15 MINUTES 01 SECONDS EAST, CHORD DISTANCE = 71.19 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 87.88 FEET, THENCE (2) ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74 DEGREES 10 MINUTES 30 SECONDS, AN ARC DISTANCE OF 74.93 FEET (CHORD BEARING= SOUTH 78 DEGREES 42 MINUTES 32 SECONDS EAST, CHORD DISTANCE= 69.81 FEET), THENCE (3) SOUTH 38 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 52.61 FEET, THENCE (4) SOUTH 33 DEGREES 51 MINUTES 06 SECONDS EAST, A DISTANCE OF 58.25 FEET, THENCE (5) SOUTH 37 DEGREES 02 MINUTES 14 SECONDS EAST, A DISTANCE OF 57.72 FEET, THENCE (6) SOUTH 28 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 45.66 FEET, THENCE (7) SOUTH 43 DEGREES 05 MINUTES 21 SECONDS EAST, A DISTANCE OF 20.93 FEET, THENCE (8) SOUTH 18 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 36.20 FEET, THENCE (10) SOUTH 25 DEGREES 51 MINUTES 45 SECONDS EAST, A DISTANCE OF 54.65 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, THENCE DEPARTING SAID MEAN HIGH WATER LINE AND ON SAID NORTHERLY EXTENSION SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 126.92 FEET TO CLOSE ON THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 5.35 ACRES MORE OR LESS.

(OFFICIAL RECORD BOOK 2887, PAGE 2197);
A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING= NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE= 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING= NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE=388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING= NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM AND THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET, (CHORD BEARING AND DISTANCE= NORTH 13 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.42 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE= NORTH 06 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 29.98 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE= NORTH 12 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 43.87 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE= NORTH 30 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 97.25 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 63.65 FEET, (CHORD BEARING AND DISTANCE= NORTH 61 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.76 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET, (CHORD BEARING AND DISTANCE= NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 155.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 297.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 28.70 FEET, (CHORD BEARING AND DISTANCE= NORTH 48 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.69 FEET); THENCE NORTH 51 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 8.71 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.61 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 33.14 FEET, (CHORD BEARING AND DISTANCE= SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE= SOUTH 65 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 86.28 (FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 148.52 FEET, (CHORD BEARING AND DISTANCE= SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 144.10 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE= SOUTH 30 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.42 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 36 SECONDS, AN ARC DISTANCE OF 79.52 FEET, (CHORD BEARING AND DISTANCE= SOUTH 13 DEGREES 21 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.00 FEET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM; THENCE SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST ON SAID NORTHERLY EXTENSION, A DISTANCE OF 103.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL, HEREIN DESCRIBED.
SAID PARCEL CONTAINING 1.33 ACRES.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT POINTE RESORT, LLC, AND POINTE MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER OF LANDS HEREON PLATTED AS "POINTE BEACH & YACHT CLUB", DO DECLARE THAT NO LANDS, EASEMENTS, OR COMMON AREAS ARE DEDICATED TO 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 CUIDRY, PRESIDENT
POINTE RESORT, LLC, A FLORIDA LIMITED LIABILITY COMPANY
POINTE MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

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 _____, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FORGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS PRESIDENT OF POINTE RESORT, LLC, AND POINT MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND HAS ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF POINTE RESORT, LLC, AND POINT MEZZANINE, LLC,

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

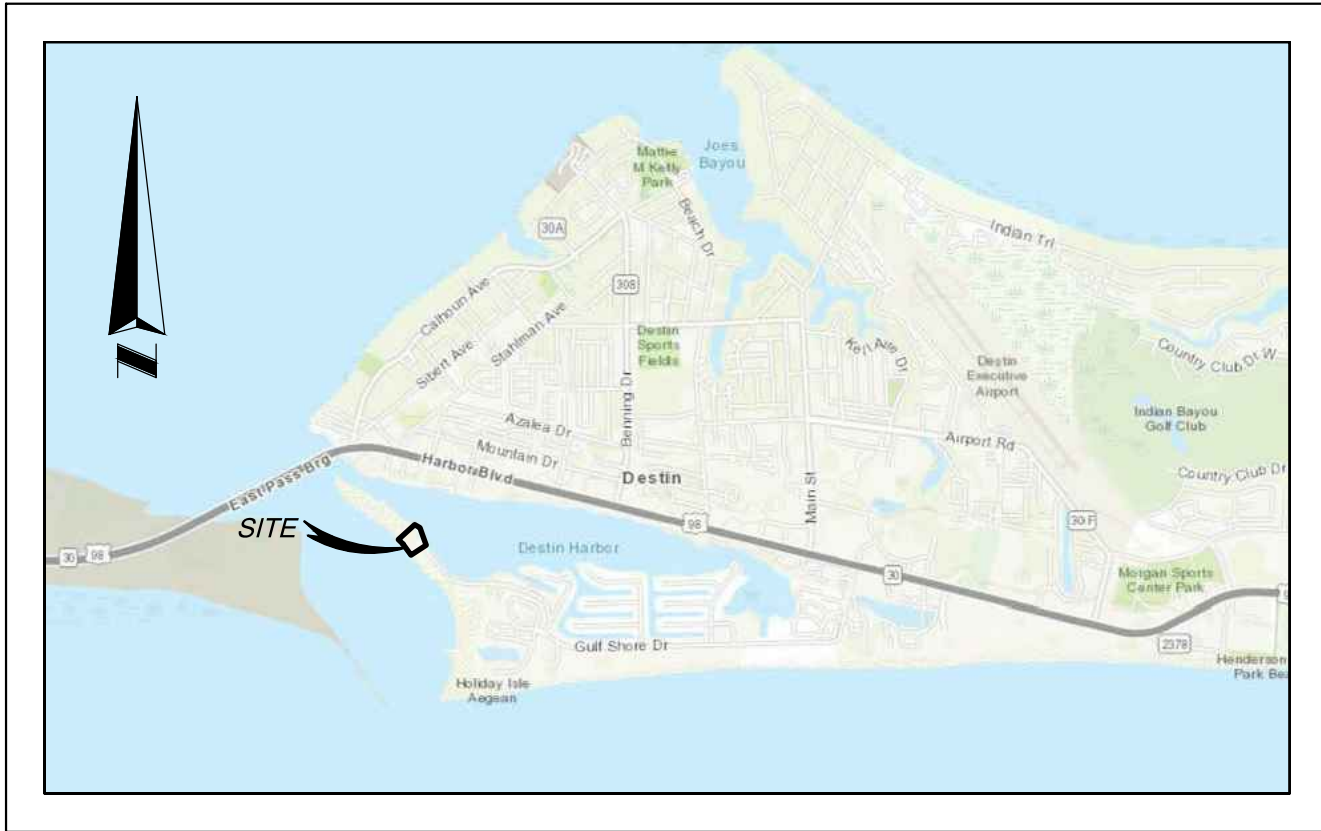
SHEET 1 OF 2 SHEETS

PREPARED BY

SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES

CERTIFICATE OF AUTHORIZATION NUMBER LB2108

1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069



SITE MAP
NOT TO SCALE

NOTICE:

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.

TITLE CERTIFICATION

THE UNDERSIGNED TITLE EXAMINER, AS MANAGING MEMBER OF BURKE BLUE HUTCHISON WALTERS & SMITH, PA, A TITLE INSURER LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT THE LANDS AS DESCRIBED AND SHOWN ON THE PLAT ARE IN THE NAME OF, AND APPARENT RECORD TITLE IS HELD BY POINTE RESORT, LLC, AND POINTE MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND THAT ALL TAXES HAVE BEEN PAID ON SAID PROPERTY AS REQUIRED BY SECTION 197.192, FLORIDA STATUTES, AS AMENDED; AND THERE ARE NO UN-SATISFIED MORTGAGES, LIENS, OR OTHER ENCUMBRANCES AGAINST THE LAND.

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS AND OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

BURKE BLUE HUTCHISON WALTERS & SMITH, PA

ROB BLUE JR
221 MCKENZIE AVENUE
PANAMA CITY, FL 32401

WITNESS

PRINTED 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

SURVEYOR'S NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE ON THE WESTERN BOUNDARY OF SAID EAST PASS TOWERS, PHASE I, A CONDOMINIUM, PER OFFICIAL RECORD BOOK 3295, PAGE 3105, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING SOUTH 68°06'39" WEST. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
- SOURCE OF INFORMATION: FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATE MARCH 21, 2011 AT 11:22 A.M.; POLICY NO. 2710709-74021859.
- = SET 5/8" IRON ROD WITH CAP STAMPED "SSMC LB 2108", ■ = SET 4" X 4" CONCRETE MONUMENT STAMPED "SSMC LB 2108" & ⊙ = SET NAIL & DISK STAMPED "SSMC LB 2108".
- I HAVE REVIEWED THE FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATE MARCH 21, 2011, POLICY NO. 2710709-74021859, AND ALL RECORDED ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN SCHEDULE B – PART II OF THE TITLE INSURANCE COMMITMENT HAVE BEEN SHOWN OR NOTED ON THE SURVEY.
- VERTICAL INFORMATION SHOWN HEREON IS BASED ON GPS OBSERVATIONS TAKEN FROM FLORIDA DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GPS CONTINUOUSLY OPERATING REFERENCE STATIONS "DSTN" HAVING AN ELEVATION OF 31.07 FEET NAVD88.
- THE MEAN HIGH WATER ELEVATION SHOWN HEREON IS 0.73 FEET PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, APPROVED BY W. LAMAR EVERS, DATED 10/8/21.

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL:

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA ON 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 ON THIS _____ DAY OF _____, 2021.

MICHAEL G. BURGESS MA, 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:

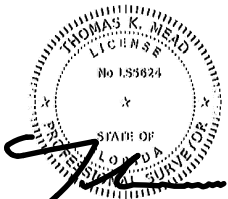
J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2021
IN PLAT BOOK _____, PAGE _____.

J.D. PEACOCK II
CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA,
COUNTY OF OKALOOSA

I, THOMAS K. MEAD, DO HEREBY CERTIFY THAT A SURVEY OF THE LANDS WITHIN THE BOUNDARY OF THIS PLAT HAS BEEN MADE BY ME OR UNDER MY RESPONSIBLE SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS SHOWN AT SUCH TIME WHEN IMPROVEMENTS ARE COMPLETE OR WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.



THOMAS K. MEAD
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5624

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
LICENSE BUSINESS NUMBER 2108
1130 HIGHWAY 90
CHIPLEY, FLORIDA 32428
PHONE: (850) 638-0790 FAX: (850) 638-8069

10-08-2021
DATE



SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8069
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

POINTE BEACH & YACHT CLUB

SHEET 1 OF 2 SHEETS

POINTE BEACH & YACHT CLUB

A SUBDIVISION BEING OF A PORTION OF UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 24 WEST,
1 GULF SHORE DRIVE, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
JULY 2021

SHEET 2 OF 2 SHEETS
PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES

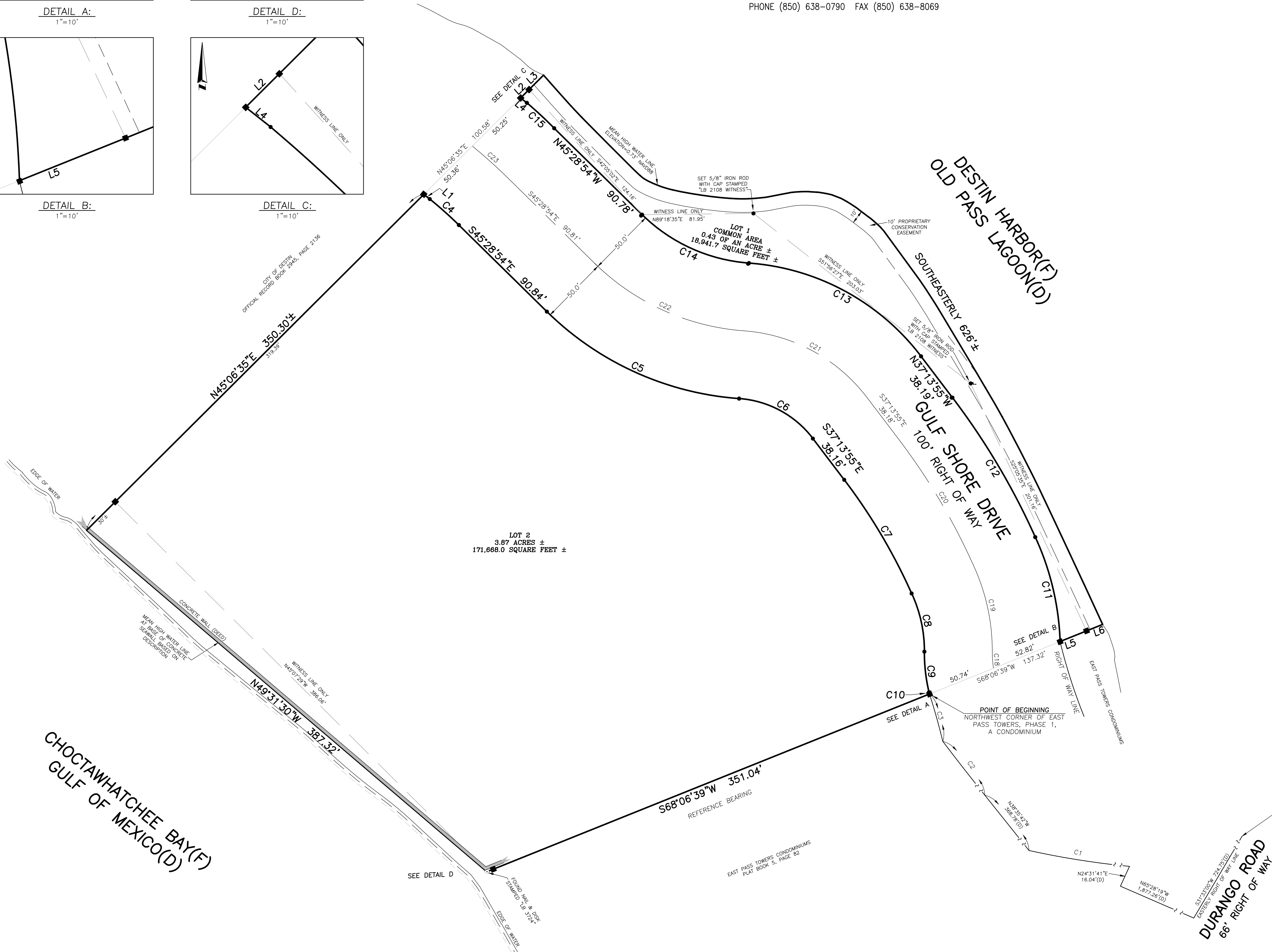
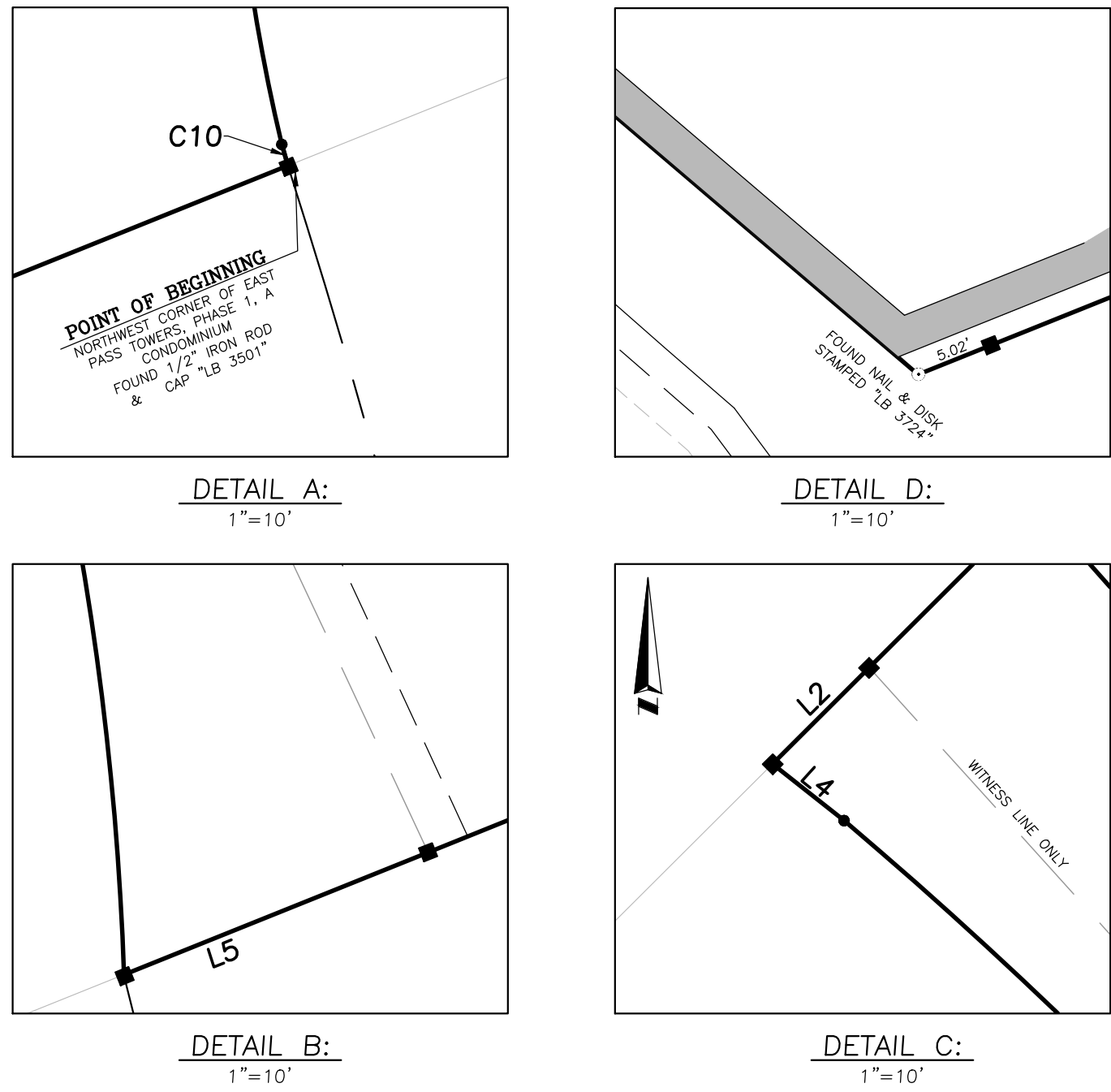
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PLAT BOOK _____, PAGE _____.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S51°39'21"E	5.60'
L2	N45°06'35"E	8.76'
L3	N45°06'35"E	15'±
L4	N51°39'21"W	5.85'
L5	S68°06'39"W	21.03'
L6	S68°06'39"W	13'±

CURVE TABLE (DEED CALLS)					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	613.27'	48°59'18"	524.35'	N60°02'13"W	508.52'
C2	2,025.15'	11°00'05"	388.85'	N33°12'52"W	388.25'
C3	503.88'	13°36'19"	119.65'	N20°24'51"W	119.37'
C16	75.44'	56°18'39"	74.14'	S81°15'01"E	71.19'
C17	57.88'	74°10'30"	74.93'	N78°42'32"W	69.81'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	613.27'	48°59'18"	524.35'	N60°02'13"W	508.52'
C2	2,025.15'	11°00'05"	388.85'	N33°12'52"W	388.25'
C3	503.88'	13°36'19"	119.65'	N20°24'51"W	119.37'
C4	297.00'	05°32'14"	28.70'	N48°13'06"W	28.69'
C5	225.00'	40°22'34"	158.56'	S65°38'53"E	155.30'
C6	75.00'	48°37'18"	63.65'	N61°33'25"W	61.75'
C7	425.00'	13°08'22"	97.46'	N30°39'20"W	97.25'
C8	100.00'	25°20'31"	44.23'	N12°21'04"W	43.87'
C9	125.00'	13°46'27"	30.05'	S06°30'37"E	29.98'
C10	503.88'	00°09'38"	1.41'	S16°05'47"E	1.41'
C11	200.00'	22°46'41"	79.51'	N13°22'16"W	78.99'
C12	525.05'	13°03'40"	119.69'	N30°41'44"W	119.43'
C13	174.94'	48°37'18"	148.45'	N61°32'52"W	144.04'
C14	125.05'	40°22'34"	88.12'	S65°38'21"E	86.31'
C15	297.00'	05°17'45"	27.45'	N47°05'22"W	27.44'
C16	75.44'	56°18'39"	74.14'	S81°15'01"E	71.19'
C17	57.88'	74°10'30"	74.93'	N78°42'32"W	69.81'
C18	75.21'	09°07'55"	11.99'	S04°10'13"E	11.97'
C19	150.00'	25°10'28"	65.91'	S12°16'03"E	65.38'
C20	475.03'	13°05'38"	108.56'	S30°40'44"E	108.32'
C21	124.97'	48°37'18"	106.05'	S61°33'02"E	102.90'
C22	175.03'	40°22'34"	123.34'	S65°38'41"E	120.80'
C23	347.00'	05°34'34"	33.77'	S48°14'16"E	33.76'



LEGEND AND ABBREVIATIONS:

- = SET 5/8" IRON ROD WITH CAP STAMPED "SSMC LB2108" UNLESS OTHERWISE NOTED
- = SET 4" X 4" CONCRETE MONUMENT "SSMC PRM LB2108" UNLESS OTHERWISE NOTED
- ⊙ = SET NAIL & DISK "PCP SS MC LB2108"
- (D) = DEED DIMENSION
- SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
- = LINE DRAWN NOT TO SCALE
- C# = CURVE INDEX LABEL



SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 Highway 90
CHIPLEY, Florida 32428
(850) 638-0790 fax (850) 638-8069
email: info@southesternsurveying.com

Rev.	Sheet	Drawing No.	Date
	2 of 2	66556001	JUNE 2021

This instrument prepared by:
Gary K. Hunter, Jr.
Robert C. Volpe
Holtzman Vogel, PLLC
119 South Monroe Street, Suite 500
Tallahassee, Florida 32301

GULF SHORE DRIVE EXTENSION CONSTRUCTION AGREEMENT

This Gulf Shore Drive Extension Construction Agreement (“Agreement”) is made this _____ day of _____, 2021, by and between **Pointe Resort, LLC**, a Florida limited liability company whose mailing address is 1901 Manhattan Boulevard, Building H, Suite 101, Harvey, Louisiana 70058 (“Pointe Resort”); **Pointe Mezzanine, LLC**, a Florida limited liability company whose mailing address is 1901 Manhattan Boulevard, Building H, Suite 101, Harvey, Louisiana 70058 (“Pointe Mezzanine” and, together with Pointe Resort, the “Developers”); and the **City of Destin**, a Florida municipal corporation whose mailing address is 4200 Indian Bayou Trail, Destin, Florida 32541 (the “City”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, by virtue of that certain Special Warranty Deed dated December 22, 2016, and recorded in the Okaloosa County Official Records at Book 3281, Page 1058 (a true and correct copy of which is attached hereto as Exhibit “A”), Pointe Resort is the fee simple owner of real property identified as Okaloosa County Parcel ID 00-2S-24-0000-0034-0020, which is located within the City of Destin (the “Upland Condominium Parcel”); and

WHEREAS, by virtue of that certain Trustee’s Deed dated April 7, 2017, and recorded in the Okaloosa County Official Records at Book 3295, Page 3105 (a true and correct copy of which is attached hereto as Exhibit “B”), Pointe Mezzanine is the fee simple owner of real property identified as Okaloosa County Parcel ID 00-2S-24-0000-0034-0000, which is located within the City of Destin (the “Destin Harbor Parcel”); and

WHEREAS, the Upland Condominium Parcel and the Destin Harbor Parcel were previously part of a larger parcel leased and later owned in fee simple by Pointe One, LLC (“Pointe One”)¹ that extended from the Destin Harbor on the eastern side of the Holiday Isle peninsula to East Pass on the western side of the Holiday Isle peninsula (the “Pointe One Parcel”), and which is specifically described in that certain Assignment and Deed dated May 28, 2004, and recorded in the Okaloosa County Official Records at Book 2537, Page 2079, (a true and correct copy of which is attached hereto Exhibit “C”); and

WHEREAS, Pointe One applied for and obtained Final Development Order SP-09-17 (“DO 09-17”) from the City approving with conditions described therein, a multi-family residential development consisting of 79 long-term dwelling units on the Upland Condominium Parcel (the “Upland Condominium”), a true and correct copy of which is attached hereto as Exhibit “D”; and

WHEREAS, as a condition of DO 09-17, Pointe One was required to dedicate to the City a 100-foot right-of-way across the Pointe One Parcel for the extension of Gulf Shore Drive; and

WHEREAS, on April 29, 2009, Pointe One executed and recorded that certain Special Warranty Deed in the Okaloosa County Official Records at Book 2885, Page 4274, conveying a 100-foot strip of real property to the City for the extension of Gulf Shore Drive in between the Upland Condominium Parcel and the Destin Harbor Parcel and more particularly described in said deed, a true and correct copy of which is attached hereto as Exhibit “E”; and

WHEREAS, on May 8, 2009, Pointe One executed and recorded a Corrective Special Warranty Deed in the Okaloosa County Official Records at Book 2887, Page 2197, a true and correct copy of which is attached hereto as Exhibit “F”; and

¹ The Upland Condominium Parcel and the Destin Harbor Parcel are not and have not been contiguous as the City and its predecessors in title own and owned real property located in between the Upland Condominium Parcel and the Destin Harbor Parcel.

WHEREAS, at an October 17, 2011, regular Destin City Council Meeting (the Minutes of which are attached hereto as Exhibit “G”), the City Council approved and adopted a motion accepting the Special Warranty Deed and Corrective Special Warranty Deed (together, the “2009 Deeds”) from Point One as the conveyance of the 100-foot strip of real property in between the Upland Condominium Parcel and the Destin Harbor Parcel, *nunc pro tunc* effective May 13, 2009; and

WHEREAS, the Developers are successors in title to Pointe One and took title to the Upland Condominium Parcel and Destin Harbor Parcel respectively after the 100 foot strip of real property for Gulf Shore Drive had been conveyed to and accepted by the City; and

WHEREAS, the Developers applied for and obtained Environmental Resource Permit No. 0251677-007-EI/46 and Sovereignty Submerged Lands Authorization No. 460338621 (the “FDEP Approvals”) from the Florida Department of Environmental Protection (“FDEP”) (a true and correct attached hereto as Composite Exhibit “H”), authorizing construction of a 53-slip private solely residential multi-family docking facility on the Destin Harbor Parcel that will serve residents of the Upland Condominium (the “Residential Docking Facility”); and

WHEREAS, on January 31, 2019, Pointe Mezzanine executed and recorded a conservation easement (a true and correct copy of which is attached hereto as Exhibit “I”) in the Okaloosa County Official Records at Book 3383, Page 2425, restricting the uses of the Destin Harbor Parcel to those authorized in the FDEP Approvals; and

WHEREAS, Pointe Mezzanine also applied for and obtained Permit No. SAJ-2005-06882 (SP-MDZ) from the United States Army Corps of Engineers (a true and correct copy of which is attached hereto as Exhibit “J”), similarly authorizing construction of the Residential Docking Facility on the Destin Harbor Parcel; and

WHEREAS, the Developers submitted and the City is processing a Major Development Order Application for the Residential Docking Facility as an accessory use to the Upland Condominium; and

WHEREAS, in the process of reviewing the Major Development Order Application, the Parties discovered the existence of a deed from Okaloosa County to the City recorded on October 8, 1998, in the Okaloosa County Official Records at Book 2183, Page 2854, a true and correct copy of which is attached hereto as Exhibit “K” (the “1998 Deed”);

WHEREAS, the Parties agree that title issues and ambiguities exist due to the 1998 Deed’s existence and wish to clear and clarify these title issues and ambiguities through execution of this Agreement; and

WHEREAS, on November 7, 1958, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the “Board of Trustees”) recorded in the Okaloosa County Official Records at Book 194, Page 571, a Quitclaim Deed (a true and correct copy of which is attached hereto as Exhibit “L”) to Okaloosa County of all right, title, and interest in certain dredge spoil areas deposited on sovereign lands of the State of Florida, including the real property which is now commonly known as Norriego Point Park; and

WHEREAS, on April 24, 1961, Okaloosa County recorded in the Okaloosa County Official Records at Book 194, Page 573, a Dedication (a true and correct copy of which is attached hereto as Exhibit “M”) to the Board of Trustees dedicating Norriego Point Park (as it is more particularly described therein) in perpetuity to be used solely and exclusively for public park and public recreational purposes; and

WHEREAS, on July 27, 2010, Okaloosa County recorded in the Okaloosa County Official Records at Book 2945, Page 2136, a Deed (a true and correct copy of which is attached hereto as

Exhibit “N”) conveying fee title to Norriego Point Park to the City, subject to the aforementioned Dedication dated April 24, 1961; and

WHEREAS, in December 2012 the City submitted the Norriego Point Restoration and Recreation Project for consideration as an Early Restoration Project in the Natural Resource Damage Assessment process for the Deepwater Horizon Oil Spill; and

WHEREAS, as submitted the Norriego Point Restoration and Recreation Project included stabilization of Norriego Point and construction of recreational amenities including sidewalks and vehicle parking along the access road adjacent to the park; and

WHEREAS, the Norriego Point Restoration and Recreation Project was selected and the total estimated cost of the project is \$15,123,208.00; and

WHEREAS, on December 5, 2012, the City also entered into a Memorandum of Understanding with the Board of Trustees (a true and correct copy of which is attached hereto as Exhibit “O”) establishing the responsibilities and relationship between the City and the Board of Trustees with respect to management of Norriego Point Park (the “MOU”); and

WHEREAS, by that MOU the City agreed to be responsible for maintaining and controlling access to Norriego Point Park by the public and third parties; and

WHEREAS, access to Norriego Point Park and the associated recreational improvements included in the Norriego Point Restoration and Recreation Project requires construction of the extension of Gulf Shore Drive to Norriego Point Park; and

WHEREAS, FDEP undertook design of the recreational improvements for the Norriego Point Restoration and Recreation Project, including the design for the extension of Gulf Shore Drive to Norriego Point Park (the “Norriego Point Park Recreational Improvements”); and

WHEREAS, FDEP's conceptual design for the Norriego Point Recreational Improvements was presented to the Destin City Council at 30 percent, 60 percent, and 90 percent plan phases at regular meetings on September 17, 2018, August 19, 2019, and November 4, 2019, respectively; and

WHEREAS, at the 60 percent design phase presentation made on August 19, 2019, the Minutes of which are attached hereto as Exhibit "P," the City Council voted and unanimously approved FDEP's conceptual design for the Norriego Point Park Recreational Improvements, including alignment of the extension of Gulf Shore Drive; and

WHEREAS, the City has determined that construction of the Norriego Point Park Recreational Improvements, including the extension of Gulf Shore Drive, will provide significant benefits to the public health, safety, and welfare of its citizens;

WHEREAS, the Parties recognize the benefits of public-private cooperation and are desirous of finalizing an agreement which secures a plan for funding and construction of the extension of Gulf Shore Drive, as provided for below.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Purpose.** The purpose of this Agreement is to resolve outstanding title issues and set forth the rights and obligations of the Parties regarding the funding and construction of the extension of Gulf Shore Drive as detailed in the City and FDEP's approved conceptual 90% design plans for the Norriego Point Park Recreational Improvements attached hereto as Exhibit "Q,"

including the proposed concrete walkways and surface parking (the “Gulf Shore Drive Extension Project”).

3. **Exchange of Quitclaim Deeds.** Within ten (10) days of the Effective Date of this Agreement, the City will execute and record a quitclaim deed substantially conforming to the template attached as Exhibit “R” hereto, formally abandoning and quitclaiming to Pointe Resort any and all right, title, or interest the City may have in the property described in the 1998 Deed less and except the real property as described in the 2009 Deeds. Simultaneous with execution and recording of the quitclaim deed described in Exhibit “R,” the Developers will execute and record a separate quitclaim deed substantially conforming to the template attached as Exhibit “S” hereto, quitclaiming to the City any right, title, or interest they may have in the property described in the 2009 Deeds.

4. **1 Gulf Shore Drive Plat.** Within ten (10) days of recording the deeds described in Paragraph 3 above, the Parties will begin the process of jointly recording a plat by proceeding through the process described in City LDC Article 2.19.00, detailing the subdivision of the Pointe One Parcel into the Upland Condominium Parcel, the Destin Harbor Parcel, and the City’s 100-foot strip of real property for the Gulf Shore Drive Extension Project, and substantially conforming to the proposed subdivision plat attached as Exhibit “T” hereto.

5. **Construction of Gulf Shore Drive Extension.** The Developers will be responsible for construction of the Gulf Shore Drive Extension Project and will bear all costs associated therewith. The alignment of the Gulf Shore Drive Extension Project will be constructed in conformance with the design plans for the Norriego Point Park Recreational Improvements 90% Plans attached as Exhibit “Q” hereto and with the City’s approved Environmental Resource Permit No. 0175572-010-EI/46 attached as Exhibit “U” hereto. However, the Parties recognize that

Exhibits “Q” and “U” present only a concept of the Gulf Shore Drive Extension Project at this time and not fully designed and engineered drawings. The Parties agree to work in good faith together with FDEP towards fully designed and engineered drawings of the Gulf Shore Drive Extension Project that conform as close as reasonably possible to the depictions of the Gulf Shore Drive Extension Project found in Exhibits “Q” and “U.” The fully designed and engineered drawings shall comply with the City’s Comprehensive Plan and Land Development Code. Upon completion, the Gulf Shore Drive Extension Project will be owned and maintained by the City pursuant to the Preliminary and permanent acceptance process outlined in City LDC Article 2.20.00.

Within thirty (30) days of the Effective Date of this Agreement, the City agrees to use its best efforts to secure the required Coastal Construction Control Line (“CCCL”) Permit for the Gulf Shore Drive Extension Project. Within thirty (30) days after the City secures the CCCL Permit, the Developers or their designee will begin the process of obtaining the required building permits for the Gulf Shore Drive Extension Project. If requested by the City or FDEP, within 120 days of issuance of the required building permits, the Developers or their designee will construct a temporary roadway within the City’s 100 foot strip of real property providing access to Norriego Point Park throughout construction of the Norriego Point Park Recreational Improvements and the Upland Condominium and Residential Docking Facility. The Gulf Shore Drive Extension Project shall be completed within nine (9) months of the City’s all-inclusive final approval of the Project, including but not limited to issuance of building permits and right of way permits for construction of the Gulf Shore Drive Project. . Within 60 days of issuance of both and Certificate of Occupancy for the Upland Condominium and a Certificate of Completion for the Residential Docking Facility, the Developers shall repair any damage to the Gulf Shore Drive Extension Project.

It is anticipated that construction of the Gulf Shore Drive Extension Project, the Upland Condominium, and the Residential Docking Facility will be concurrent with FDEP undertaking development of the Norriego Point Park Recreational Improvements. The Parties will coordinate with FDEP to the extent possible and agree to extend or otherwise modify the deadlines set forth in this paragraph as needed to accommodate FDEP's construction schedule. All deadlines contained in this Agreement shall only be modified upon mutual consent of both Parties, but neither party shall unreasonably withhold consent and both Parties agree to work in good faith with each other towards completion of the Gulf Shore Drive Extension Project.

6. **Consistency with Comprehensive Plan.** This Agreement and the development activities proposed herein are consistent with the City's Comprehensive Plan and Land Development Code.

7. **Other Permits.** Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the applicable law governing said permitting requirements, conditions, terms, or restrictions.

8. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the benefit of, all successors in interest to and assigns of the Parties to this Agreement.

9. **Applicable Law, Jurisdiction, Venue.** This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Additionally, in the event of any breach or default under this Agreement by a party, the non-defaulting or non-breaching party shall have the right to exercise any and all remedies at law or in equity, including specific performance, or which are otherwise provided in this Agreement against the defaulting or breaching party. No remedy

available to any party shall exclude any other remedy available to such party under this Agreement or at law or in equity. All remedies shall be cumulative of other remedies. Venue for any litigation pertaining to this Agreement shall be exclusively in the Circuit Court of Okaloosa County, Florida.

10. Severability. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent provided by law.

11. Attorney's Fees. In the event that it becomes necessary for any party to this Agreement to enforce its rights under the terms of this Agreement, then in that event, the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees and court costs, including all trial and appellate litigation.

12. Captions or Paragraph Headings and Exhibits. Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent or any provision thereof. All exhibits are made a part of this Agreement by incorporation as though they were restated herein.

13. Joint Preparation. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to this Agreement.

14. Approval and Effective Date. This Agreement shall become effective upon the approval and execution of Development Order 21-23, which authorizes the Residential Docking Facility.

15. **Amendment.** This Agreement may only be amended if in writing and by mutual consent of the Parties.

16. **Approvals and Duration of Permits.** The Developer acknowledges that this Agreement does not extend the duration of any permits or approvals, nor does it obligate the City to approve development that is not consistent with the City's Comprehensive Plan or Land Development Code. This Agreement shall not limit or impede the City in the exercise of its governmental authority for purposes of review and final action on any of the development described herein. This Agreement in no way alters or otherwise abrogates DO 09-17 or any condition specified therein.

17. **Further Assurances.** The Parties hereto agree to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered all other further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting their specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

18. **Notices.** Prior to either Party initiating legal proceedings to enforce what it perceives to be a breach of this Agreement, notice shall be provided to the Party alleged to have breached the Agreement by written notification delivered by certified U.S. mail explaining the purported breach and providing the offending Party fifteen (15) days from receipt of notice to cure the purported violation. In the event the breach is not cured within the fifteen (15) day period, the Party providing notice may initiate proceedings to enforce the terms of this Agreement. Failure to

bring such an action at the end of the notice period described herein shall not serve as a waiver of the right to seek enforcement. Notice under this section shall be provided to:

For Developers:

Pointe Resort, LLC
1901 Manhattan Boulevard
Building H, Suite 101
Harvey, Louisiana 70058

Pointe Mezzanine, LLC
1901 Manhattan Boulevard
Building H, Suite 101
Harvey, Louisiana 70058

With copy to:

Gary K. Hunter, Jr.
Robert C. Volpe
Holtzman Vogel, PLLC
119 South Monroe Street, Suite 500
Tallahassee, Florida 32301

For the City:

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

With copy to:

Kimberly Romano Kopp
City Land Use Attorney
Romano Kopp Law, PA
P.O. Box 445
Destin, Florida 32541

and with copy to:

Kyle Bauman, Esq.
City Attorney
Anchors Smith & Grimsley
909 Mar Walt Drive No. 1014
Fort Walton Beach, Florida 32547

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute on and the same document. Approval of this Agreement shall expire unless, within thirty (30) days after approval, the Agreement is fully executed by all of the Parties.

20. Entire Agreement. This Agreement contains the entire understanding among the Parties to the Agreement regarding the matters herein set forth and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements,

undertakings, oral or written, between or among the Parties hereto relating to this Agreement which are not fully expressed herein.

[signatures appear on following page]

POINTE RESORT, LLC

Dated: _____

ROBERT J. GUIDRY
Manager

POINTE MEZZANINE, LLC

Dated: _____

ROBERT J. GUIDRY
Manager

CITY OF DESTIN

Dated: _____

GARY JARVIS
Mayor

ATTEST:

Rey Bailey, City Clerk

EXHIBIT A

FILE #3108965 RCD: 12/27/2016 10:46 AM, BK: 3281 PG: 1058, RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00
D Doc Stmp: \$54,600.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

After recording, return to:

Prepared by:
Erica L. English, Esq.
Katz Barron Squitiero Faust
2699 S. Bayshore Drive, 7th Floor
Miami, Florida 33133

Parcel I.D. No. 00-2S-24-0000-0034-0020

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 22nd day of December 2016, by **GALIC-POINTE, LLC**, a Florida limited liability company (hereinafter referred to as "**Grantor**"), whose post office address is Two Alhambra Plaza, Suite 1280, Coral Gables, Florida 33134, to **POINTE RESORT, LLC**, a Florida limited liability company (hereinafter referred to as "**Grantee**"), whose post office address is P.O. Box 7098, Destin, Florida 32540 (the words "**Grantor**" and "**Grantee**" include their respective heirs, successors, legal representatives and assigns where the context requires or permits).

WITNESSETH, That:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee that certain tract or parcel of land described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**"), subject to and without warranty as to those certain matters set forth and described on Exhibit "B", attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, its heirs, successors, legal representatives and assigns, forever in fee simple.

AND GRANTOR will warrant and forever defend the right and title to the Property unto Grantee, its heirs, successors, legal representatives and assigns, against the claims of all persons claiming, through and under Grantor (other than a claim arising out of the Permitted Exceptions), but not otherwise.

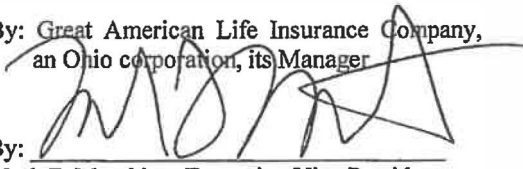
IN WITNESS WHEREOF, Grantor has executed and delivered this Special Warranty Deed as of the day and year first above written.

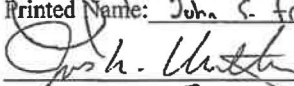
GRANTOR:

Signed, sealed and delivered
in the presence of:

GALIC-POINTE, LLC, a Florida limited
liability company

By: ~~Great American Life Insurance Company,~~
~~an Ohio corporation, its Manager~~

By: 
Mark F. Muething, Executive Vice President


Printed Name: John C. Furdak

Printed Name: JAMES L. MUETHING

STATE OF OHIO)
)SS.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 19th day of December, 2016 by Mark F. Muething, as Executive Vice President of Great American Life Insurance Company, an Ohio corporation, the Manager of GALIC-POINTE, LLC, a Florida limited liability company, on behalf of such companies. He is personally known to me, ~~(or has produced~~ _____ as ~~identification).~~



Notary Public

Expiration of commission:



MARK A. WEISS
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

EXHIBIT "A"LEGAL DESCRIPTION

CONDOMINIUM PARCEL (AS WRITTEN) A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH $31^{\circ}33'00''$ WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH $65^{\circ}28'19''$ WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH $24^{\circ}31'41''$ EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF $48^{\circ}59'18''$, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH $60^{\circ}02'13''$ WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH $38^{\circ}35'$ MINUTES, $42''$ WEST, A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY. HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF $11^{\circ}00'05''$, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH $33^{\circ}12'52''$ WEST, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF $13^{\circ}36'19''$ AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH $20^{\circ}24'51''$ WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, BEING THE POINT OF BEGINNING; THENCE ON THE WEST BOUNDARY THEREOF SOUTH $68^{\circ}06'39''$ WEST, FOR A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE ON SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH $38^{\circ}01'05''$ WEST, FOR A DISTANCE OF 2.50 FEET; (2) NORTH $49^{\circ}25'44''$ WEST, FOR A DISTANCE OF 385.65 FEET; THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, NORTH $45^{\circ}13'52''$ EAST, FOR A DISTANCE OF 349.23 FEET TO A POINT ON THE SOUTH LINE OF A PROPOSED 100 FOOT RIGHT OF WAY; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TEN (10) CALLS: (1) SOUTH $51^{\circ}29'39''$ EAST, FOR A DISTANCE OF 5.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 297.00 FEET, THENCE (2) THROUGH A CENTRAL ANGLE OF $5^{\circ}32'11''$, AN ARC DISTANCE OF 28.70 FEET (CHORD BEARING = SOUTH $48^{\circ}14'25''$ EAST, CHORD DISTANCE = 28.69 FEET) TO A POINT OF TANGENCY; THENCE (3) SOUTH $45^{\circ}28'19''$ EAST, FOR A DISTANCE OF 90.85 FEET TO POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 225.00 FEET; THENCE (4) THROUGH A CENTRAL ANGLE OF $40^{\circ}22'41''$, AN ARC DISTANCE OF 158.56 FEET (CHORD BEARING = SOUTH $65^{\circ}39'39''$ EAST, CHORD DISTANCE = 155.30 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET; (5) THENCE ON THROUGH A CENTRAL ANGLE OF $48^{\circ}37'29''$, AN ARC DISTANCE OF 63.65 FEET (CHORD BEARING = SOUTH $61^{\circ}32'15''$ EAST, CHORD DISTANCE = 61.76 FEET) TO A POINT OF TANGENCY; (6) THENCE SOUTH $37^{\circ}13'31''$ EAST, FOR A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00

FEET; (7)THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $13^{\circ}08'19''$, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE = SOUTH $30^{\circ}39'22''$ EAST, A DISTANCE OF 97.25 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; (8)THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}20'21''$, AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE = SOUTH $12^{\circ}20'37$ SECONDS EAST, A DISTANCE OF 43.87 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; (9)THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $13^{\circ}46'31''$, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH $06^{\circ}33'42''$ EAST, A DISTANCE OF 29.98 FEET) TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET; (10) THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}09'43''$, AN ARC DISTANCE OF 1.42 FEET (CHORD BEARING AND DISTANCE = SOUTH $13^{\circ}31'50''$ EAST, A DISTANCE OF 1.42 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
2. Right, title and interest, if any, of the public to use as a public beach or recreational area any part of the above described property lying between the waters of any oceans, lakes, streams, gulf canals, bays or any other bodies of water abutting the property and the most inland of any of the following: (a) the natural line of vegetation; (b) the bulkhead line; (c) the most extreme high water mark; (d) any other line which has been or hereafter may be legally established as relating to public use.
3. Subject to the rights of the public and/or any governmental entity in and to that portion of the insured property lying below the mean high water line or any other line which has been or hereafter may be legally established as relating to public use.
4. The nature, extent, or existence of riparian rights, if any, appurtenant to the insured lands lying below the mean/ordinary high water mark, are neither guaranteed nor insured, and the riparian rights of others as the same may affect the said property, are hereby excepted.
5. Future exercise of any right to use the surface of the land for the extraction or development of minerals as recorded in the Public Records of Okaloosa County, Florida.
6. Amended and Restated Holiday Isle Protective Covenants and Restrictions attached to that Certificate of Amendment recorded March 17, 2000 in Official Records Book 2243, Page 355, which amends and restates that Restrictive Covenants recorded in Official Records Book 256 at Page 416, as affected by Agreement and Transfer recorded January 22, 1974 in Official Records Book 734 at Page 815, and by Agreement and Transfer recorded September 28, 1977 in Official Records Book 928 at Page 968, as amended by: Amended Holiday Isle Protective Covenants and Restrictions recorded June 20, 1979 in Official Records Book 1042 at Page 73; Amended Holiday Isle Protective Covenants and Restrictions recorded May 8, 1985 in Official Records Book 1291 at Page 1562; and Amendment to Amended Holiday Isle Protective Covenants and Restrictions recorded October 28, 1997 in Official Records Book 2105 at Page 2484.
7. Unrecorded Settlement Agreement between Holiday Isle Improvement Association, Inc. and Pointe One, LLC.

FILE #3129306 RCD: 4/18/2017 8:23 AM, BK: 3295 PG: 3105, RECORDING: \$24.00 RECORDING ARTICLE V: \$20.00
D Doc Stmp: \$708.50 DEPUTY CLERK CCLARK
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF OKALOOSA

TRUSTEE'S DEED

THIS INDENTURE, made on April 7, 2017 between **SHERRY F. CHANCELLOR**, as Trustee of the Bankruptcy Estate of Pointe One, LLC, United States Bankruptcy Court, Northern District of Florida, Case Number 10-30741, whose mailing address is 619 West Chase Street, Pensacola, Florida 32502, hereinafter called the Grantor, and Pointe Mezzanine, LLC, whose mailing address is: _____
_____ hereinafter called the Grantee, witnesseth:

WHEREAS pursuant to the provisions of Section 363 of the Bankruptcy Code, I, **SHERRY F. CHANCELLOR**, in my capacity as Trustee of the estate of the Debtor, was duly authorized and empowered to sell the estate's interest in the real property hereinafter described, to Pointe Mezzanine, LLC.

NOW THEREFORE, know ye, that I, **SHERRY F. CHANCELLOR**, as Trustee, by virtue of the power and authority in me vested, as aforesaid, and in consideration of the sum of \$100,000.00 and No/100 Dollars (\$100,000.00 - \$85,000.00 Credit bid and \$15,000.00 cash), the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, all right, title and interest the estate has in and to all that certain land situated in Okaloosa County, Florida, to wit:

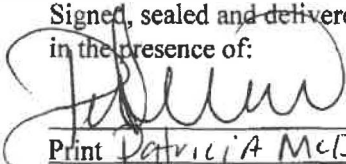
See Legal Description attached hereto as Exhibit "A," which is incorporated herein by reference, and hereinafter defined as the "Real Property".

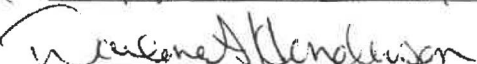
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien,

equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever, and no merger of title shall be deemed to have been effected or created hereby. This conveyance of the Real Property shall not cause a merger of the lien of any mortgage or any other liens held by or in favor of Grantee ("Grantee's Liens") with the estate obtained hereby or any other interest of Grantee in and to the Real Property under any circumstances connected with this conveyance. Grantor and Grantee expressly provide that the interest of the Grantee in and to such Grantee's Liens and the title or other interest of the Grantee in and to the Real Property shall at all times remain separate and distinct. Any and all rights of Grantee to exercise its remedy of foreclosure of the lien of any Grantee's Liens, together with any other remedies available to Grantee, are expressly preserved hereby. The priority of any Grantee's Liens shall remain in full force and effect, and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of any such Grantee's Liens to any other liens or encumbrances whatsoever.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:


Print Patricia McDonald


Print Darlene Anderson


SHERRY FOWLER CHANCELLOR
As Trustee of the Bankruptcy Estate of
Pointe One, LLC
Case No. 10-30741KKS
Northern District of Florida
Pensacola Division

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me on this the 7 day of
April, 2017 by SHERRY F. CHANCELLOR, as Trustee of the Bankruptcy Estate of
Pointe One, LLC, Case No. 10-30741, who is personally known to me, who is the person

described in and who executed the foregoing instrument and who, after being duly sworn, says that the execution hereof is her free act and deed for the uses and purposes herein mentioned.


NOTARY PUBLIC
Print DARLENE A HENDERSON

Instrument prepared by:
SHERRY FOWLER CHANCELLOR, ESQ.
619 West Chase St.
Pensacola, Florida 32502
(850) 436-8445
Fla. Bar No. 434574



Exhibit "A"

A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES, 02 MINUTES, 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES, 35 MINUTES, 42 SECONDS WEST, A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING, THENCE ON THE WESTERN BOUNDARY OF SAID EAST PASS TOWERS, PHASE I, A CONDOMINIUM, SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, THENCE ON SAID VERTICAL FACE OF SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH 38 DEGREES 01 MINUTES 05 SECONDS WEST, A DISTANCE OF 2.50 FEET, THENCE (2) NORTH 49 DEGREES 25 MINUTES 44 SECONDS WEST, A DISTANCE OF 385.65 FEET, THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH

WATER LINE OF THE GULF OF MEXICO, NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 456.28 FEET TO A POINT ON THE MEAN HIGH WATER LINE AND 0.77 FOOT CONTOUR (NORTH AMERICAN VERTICAL DATUM OF 1988): OF OLD PASS LAGOON; THENCE ON SAID MEAN HIGH WATER LINE THE FOLLOWING APPROXIMATING TEN CALLS: THENCE (1) SOUTH 46 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 141.88 FEET TO A POINT OF CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 75.44 FEET; THENCE (2) ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 18 MINUTES 39 SECONDS, A DISTANCE OF 74.14 FEET (CHORD BEARING = SOUTH 81 DEGREES 15 MINUTES 01 SECONDS EAST, CHORD DISTANCE = 71.19 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 57.88 FEET, THENCE (2) ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74 DEGREES 10 MINUTES 30 SECONDS, AN ARC DISTANCE OF 74.93 FEET (CHORD BEARING = SOUTH 78 DEGREES 42 MINUTES 32 SECONDS EAST, CHORD DISTANCE = 69.81 FEET), THENCE (3) SOUTH 38 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 52.61 FEET, THENCE (4) SOUTH 33 DEGREES 51 MINUTES 06 SECONDS EAST, A DISTANCE OF 58.25 FEET, THENCE (5) SOUTH 37 DEGREES 02 MINUTES 14 SECONDS EAST, A DISTANCE OF 57.72 FEET, THENCE (6) SOUTH 28 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 45.66 FEET, THENCE (7) SOUTH 43 DEGREES 05 MINUTES 21 SECONDS EAST, A DISTANCE OF 20.93 FEET; THENCE (8) SOUTH 18 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 36.20 FEET, THENCE (10) SOUTH 25 DEGREES 51 MINUTES 45 SECONDS EAST, A DISTANCE OF 54.65 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, THENCE DEPARTING SAID MEAN HIGH WATER LINE AND ON SAID NORTHERLY EXTENSION SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 126.92 FEET TO CLOSE ON THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.35 ACRES MORE OR LESS.

FILE # 2127582 RCD: 06/04/2004 @ 10:59 AM, BK: 2537 PG: 2079 RECORDING:
\$24.00 RECORDING ARTICLE V: \$20.00 DEED DOCSTAMPS \$156520.00 DEPUTY
CLERK GDUNEVANT NEWMAN C. BRACKIN, OKALOOSA COUNTY FL

RECORDING: \$ 35.50
DOCUMENTARY STAMP TAX PAID: \$ 156,520.00
PARCEL ID: 002524000000340000

ASSIGNMENT AND DEED

STATE OF FLORIDA
COUNTY OF OKALOOSA

WHEREAS, OKALOOSA ISLAND AUTHORITY did on September 9, 1961, as Lessor enter into a Lease Agreement with C.B.S. DEVELOPMENT CORPORATION, a Florida corporation ("C.B.S."), therein called Lessee, which Lease Agreement was recorded in Official Records Book 209, Page 123, of the Public Records of Okaloosa County, Florida (the "Lease"); and

WHEREAS, the Lease was amended by Amendment of Lease Agreement executed by the parties on August 23, 1962, and recorded in Official Records Book 244, Page 348, of the Public Records of Okaloosa County, Florida; and

WHEREAS, C.B.S. did heretofore sublet, assign and transfer a portion of real estate included in the Lease to White Sands Investment Corp. ("White Sands") by Sublease dated June 16, 1972, and recorded in Official Records Book 657, Page 240, of the Public Records of Okaloosa County, Florida; and

WHEREAS, the Lease was amended by Amendment of Lease executed by the parties on November 8, 1972, and recorded in Official Records Book 676, Page 108, of the Public Records of Okaloosa County, Florida; and

WHEREAS, White Sands did heretofore assign and transfer a portion to John R. Parish, Jr. and Charles Little, by Assignment of Lease dated January 27, 1982, and recorded in Official Records Book 1141, Page 267, of the Public Records of Okaloosa County, Florida; and

WHEREAS, by and through various assignments of the above mentioned leases and amendments thereof, Destin Development, LLC, a Florida limited liability company, ("Destin Development") is now the Lessee of the following described real estate:

For full legal description see Exhibit "A" which is attached and made a part hereof (the "Land").

WHEREAS, Destin Development desires to assign, transfer and quitclaim the Land to Pointe One, LLC, a Florida limited liability company, ("Pointe One") whose mailing address is 3512 7th Avenue South, Birmingham, AL 35222, and Pointe One desires to accept this Assignment and Quitclaim.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Destin Development, for and in consideration of One Hundred Dollars and other good and valuable consideration to it paid, by Pointe One and receipt of which is hereby acknowledged, does hereby sublet, grant, demise, bargain, sell, assign and convey to Pointe One, its successors and assigns the Land.

TO HAVE AND TO HOLD the Land unto Pointe One, its successors and assigns for and during the full term and period of ninety-nine (99) years from September 9, 1961, or until sooner terminated, upon terms and conditions set forth below.

1. Pointe One has heretofore provided consideration to Destin Development as required for this Assignment.

2. This Assignment and Deed is made subject to any and all restrictive covenants, easements, lease conditions, assessments, if any, and other matters effecting the Land according to documents heretofore recorded in the Public Records of Okaloosa County, Florida, but none are the same are hereby reimposed.

3. Destin Development further covenants and agrees that if Pointe One shall pay the annual assessments herein provided and shall keep, observe and perform all of the other covenants of the Lease to be kept, observed and performed by Pointe One, Pointe One shall peaceably and quietly have, hold and enjoy the Land for the term aforesaid.

IN WITNESS WHEREOF, Destin Development and Pointe One have executed this Assignment and Deed in several counterparts, each of which constitutes an original, this the 28th day of May, 2004.

05/28/04 FRI 10:36 FAX 850 784 0857

BURKE & BLUE, P.A.

008

Signed, sealed and delivered
in the presence of:

[Signature]
ROD M. WRIGHT
Print Name of Witness

[Signature]
L. MITCHELL KIDD
Print Name of Witness

[Signature]
Birtnee McCrory
Print Name of Witness

[Signature]
Bradley W. Judy
Print Name of Witness

Alabama
STATE OF FLORIDA
COUNTY OF Baldwin

The foregoing Instrument was acknowledged before me this 28th day of May, 2004, by Rod M. Wright, as Managing Member of Destin Development, LLC, who: (notary must check applicable box)

- ☐ is personally known to me.
☒ produced a current Florida driver's license as identification.
☐ produced _____ as identification.



DESTIN DEVELOPMENT, LLC,
a Florida limited liability company

By: [Signature]
Rod M. Wright
As Its Managing Member

POINTE ONE, LLC,
a Florida limited liability company

By: POINTE II, LLC

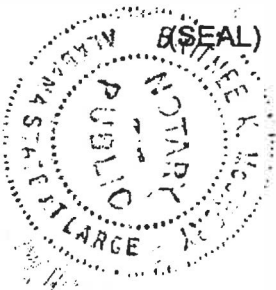
By: [Signature]
Lucius S. Evins, III
As Its Managing Member

[Signature]
Gwen Bishop
(Print or Type Name)
Notary Public
Serial # _____
My Commission Expires: 2-14-07

STATE OF Alabama
COUNTY OF Selma

The foregoing instrument was acknowledged before me this 1st day of June 2004, by Lucius S. Evins, III, as Managing Member of Pointe II, LLC, who: (notary must check applicable box)

- ☒ is personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.



Burtneel McCreary
Burtneel McCreary
(Print or Type Name)
Notary Public
Serial # _____
My Commission Expires: 08-06-06

PREPARED BY AND RETURN TO:
Les W. Burke, Esq.
Burke, Blue & Hutchison, P.A.
P.O. Box 70
Panama City, FL 32402
(850) 769-1414

EXHIBIT "A"

Legal Description

Commence at the Northernmost corner, Lot 124, Block F, Holiday Isle, Destin, Florida; Residential Section No. 5; thence S30°34'00"W 724.75 feet; thence N66°29'00"W, 1877.26 feet; thence N23°31'00"E 16.04 feet; thence N88°36'59"W 279.52 feet; thence N39°36'39"W 1,171.21 feet to the Point of Beginning; thence S67°13'00"W 231.85+/- feet to the waters edge of Gulf of Mexico; thence Northwesterly along waters edge 425+/- feet; thence N44°19'00" 60+/- feet to a point on a line that bears N61°53'09"W 516.28 feet from the Point of Beginning; thence continue N44°19'00"E 200+/- feet to waters edge of Old Pass Lagoon; thence Southeasterly along waters edge 660+/- feet; thence S67°13'00"W 150+/- feet to the Point of Beginning. Less and Except 100' Okaloosa County road right of way.



CITY of DESTIN

4200 Two Trees Road • Destin, Florida 32541



www.cityofdestin.com

September 29, 2009

Order No. 09-17

Final Development Order:

"THE POINTE BEACH & YACHT CLUB" A MINOR TIER II DEVELOPMENT (SP-09-07)

Based upon the City's approval and issuance of this Development Order, on September 29, 2009, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

PROJECT DESCRIPTION:

Pointe One, LLC, is requesting approval of a multifamily residential development consisting of 79 long term dwelling units, a parking garage, and swimming pools as part of a 9-story complex. The proposed project will be located at 1 Gulf Shore Drive, a vacant parcel at the west terminus of Gulf Shore Drive on Holiday Isle also identified by the Okaloosa County Property Appraiser as Parcel No. 00-2S-24-0000-0034-0000. The project also includes the development and dedication of a 100 foot extension of the Gulf Shore Drive right of way. The total site area, less the 100-foot right-of-way land dedication, is 4.017 acres.

DETERMINATIONS:

1. All the findings of the Technical Review Committee report dated September 28, 2009 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 **September 29, 2009** (no later than **September 29, 2010**), 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 **"The Pointe Beach & Yacht Club"** 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 start of any construction**, the proposed relocation of the 14" water service line and installation of fire hydrants must be completed (Destin Fire Control District).
 - B. **Prior to obtaining any City Permits**, all outstanding fees associated with this project must be paid in full.
 - C. **Prior to obtaining any City Permits**, provide a debris & soil hauling plan (truck route) through the City. Any road damage that is determined to be caused by this project operation shall be required to be repaired prior to obtaining any Certificate of Occupancy (C.O.).

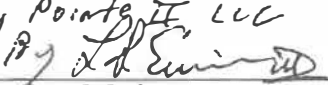
- D. **Prior to obtaining any City Permits**, a copy of the NFWFMD stormwater and a NPDES Stormwater Construction Generic Permit approval (if applicable) shall be provided.
- E. **Prior to obtaining any City Permits**, obtain a City of Destin Right-of-Way Construction Permit from the Public Services Department.
- F. **Prior to obtaining a City of Destin Right-of-Way Construction Permit**, a sidewalk easement agreement must be executed and recorded in the official records of Okaloosa County. The applicant shall provide the owner's information and legal descriptions to the City Attorney so that he can create the sidewalk easement agreement which will cover those areas of the proposed sidewalks that are located outside of the Gulf Shore Drive right-of-way and on the subject property.
- G. **Prior to the issuance of the Building Permit for the Main Condominium building**, an outdoor lighting plan shall be submitted for review and approval by the Planning Division. The outdoor lighting plan must meet the requirements of Land Development Code section 7.17.01 *Outdoor lighting standards for the marine turtle conservation zone*. All lighting outdoor lighting plans must include photometrics and must show the type of fixture, bulb size/wattage, height of pole mounted lights, type of light shield, etc. Outdoor lighting shall be shielded downward and away from adjacent properties in order to avoid spill-over and illumination into the night sky.
- H. **Prior to the issuance of a Certificate of Occupancy**, provide all required thickness, density and compaction test results for Gulf Shore Drive.
- I. **Prior to the issuance of a Certificate of Occupancy**, the condominium documents must be reviewed and approved by the City Land Use Attorney and City Staff and properly recorded as stated within the Condominium Affidavit dated March 28, 2005. Additionally, a copy of the Condominium Documents, once recorded with the state, must be submitted to the City of Destin.
- H. **Prior to obtaining a Certificate of Occupancy**, the Stormwater Operation / Maintenance Plan (SWOMP) shall be acknowledged and signed by the Owner.
- I. **Prior to the issuance of a Certificate of Occupancy**, assigned address numbers for principal buildings shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts. *Ref. LDC Section 7.18.04*. Dwelling unit numbers must be displayed on the front door of each dwelling unit.
- J. **Prior to the issuance of a Certificate of Occupancy**, the landscaping and any outdoor lighting, if installed, must be inspected and approved by the Planning Division.
- K. **Prior to the issuance of a Certificate of Occupancy**, all applicable impact fees must be paid.
- L. **Prior to the issuance of a Certificate of Occupancy**, all outstanding fees associated with this project must be paid in full.

Additionally, the owner must comply with all of the comments, notes and conditions of the Technical Review Committee members as stated on pages 13 through 22 of the attached TRC Report dated September 28, 2009.

SIGNATURE BLOCK:

 9/29/09

Ken Gallander, AICP Date
Community Development Director

Pointe One, LLC
By Pointe One, LLC
 10/8/09

Pointe One, L.L.C. Date
Luke Evins
Managing Member

TECHNICAL REVIEW COMMITTEE REPORT

“THE POINTE BEACH & YACHT CLUB” A MINOR TIER II DEVELOPMENT (SP-09-07)

TRC Report: September 28, 2009

ISSUE:

Applicant: Pointe One, LLC, is requesting approval of a Major Development identified as “The Pointe Beach & Yacht Club.”

Request: The proposed project is a multifamily residential development consisting of 79 long-term dwelling units, parking garage, and swimming pools as part of a 9-story structure complex (115 feet from lowest finished floor of the parking garage to the highest roof per the Land Development Code height definition or 100 feet from the FEMA Base Flood Elevation to the cornice line of the building per the City adopted Comprehensive Plan: 2010 height definition). In addition to the site development, the landowner dedicated to the City of Destin a portion of the property for a 100-foot public right-of-way as an extension to the existing Gulf Shore Drive right-of-way. This request does not include any piers, docks, boat slips, or marinas.

Location: The proposed project is located on a vacant parcel, which is located northwest of East Pass Towers – Phase I and more specifically known as Property Appraiser’s Parcel ID No. 00-2S-24-0000-0034-0000.

Parcel Size: The total site area, less the 100-foot right-of-way land dedication, is 3.964 acres, more or less.

Future Land Use: High Density Residential (HDR)

Zoning District: High Density Residential (HDR)

Density: Allowed: 19.9 long-term dwelling units per acre
Proposed: 79 long-term dwelling units / 4.017 acres = 19.7 long-term dwelling units per acre

Intensity: Not applicable for residential development in the HDR Future Land Use Map designation

Application Date: March 25, 2009

TRC Date: April 15, 2009

Approved Site Plan Date: September 28, 2009

DISCUSSION/FINDINGS:

The proposed request as presented and described is consistent with Comprehensive Plan: 2010 and Land Development Code, which include a Concurrency Management review, and a Level of Service review. This project is not located within the Town Center or the Harbor Community Redevelopment Areas, but is located within the Old Destin sub-area of the Multimodal Transportation District.

The Technical Review Committee (TRC) reviewed and approved the project with specific conditions as stated below.

COMPREHENSIVE PLAN/ZONING:

This application was reviewed pursuant to the City of Destin’s Comprehensive Plan: 2010 and Land Development Code (LDC). The property currently has a Future Land Use designation of High Density

Residential (HDR) and a Zoning district of High Density Residential (HDR). The proposed multifamily residential land use is consistent with the intent of the HDR Future Land Use designation as an acceptable land use pursuant to Comprehensive Plan: 2010. The HDR zoning district specifically allows for the described use as a permitted use.

CONCURRENCY MANAGEMENT:

Staff has received approved Concurrency Evaluation Certificates (CEC) for the following areas:

Traffic: Renaissance Planning Group, Inc., signed the CEC on June 24, 2009.

Solid Waste: Okaloosa County Solid Waste Department signed the CEC on January 20, 2009.

Potable Water: Destin Water Users, Inc. signed the CEC on April 15, 2009.

Sanitary Sewer: Destin Water Users, Inc. signed the CEC on April 15, 2009.

Stormwater Management: The City's Stormwater Manager signed the CEC on August 20, 2009

RIGHT-OF-WAY DEDICATION:

As a condition of the issuance of the Development Order, on April 16, 2009 the applicant dedicated to the City of Destin by general warranty deed, free and clear of encumbrances, the required land in order to provide a 100' wide ROW along the northeast portion of the development as shown on sheet C3 of the construction plans dated July 31, 2009.

TRANSPORTATION ANALYSIS:

The City's Transportation Consultant, Renaissance Planning Group, Inc., reviewed the applicant's transportation concurrency analysis and found that the proposed project does not degrade the level of service of those major transportation facilities in the City of Destin (urban collectors and arterials). Therefore, transportation concurrency has been satisfied for this project. This project must comply with the Multimodal Transportation District (MMTD) Concurrency Evaluation Certificate (CEC) dated June 24, 2009.

SUBDIVISION OR PLANNED UNIT DEVELOPMENT - PLAT:

Prior to the issuance of a Certificate of Occupancy, the condominium documents must be reviewed and approved by the City Land Use Attorney and City Staff and properly recorded as stated within the Condominium Affidavit dated March 28, 2005. The condominium documents must contain a restriction against short term occupancy. Additionally, a copy of the Condominium Documents, once recorded with the state, must be submitted to the City of Destin. The applicant is not requesting approval for a Planned Unit Development (PUD).

AIRPORT PROTECTION:

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area. NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

DENSITY:

Allowed: 19.9 dwelling units per acre

Proposed: 79 dwelling units / 4.017 acres = 19.7 dwelling units per acre

The project is compliant in regards to not exceeding the maximum density allowed within the High Density Residential (HDR) FLUM category.

FLOOR AREA RATIO:

Not applicable for residential land use development in the HDR Future Land Use Map designation

HEIGHT:

The High Density Residential (HDR) Zoning District is the applicable zoning district to help determine height limitations for this development in conjunction with the Tier 2 design standards.

The proposed 9-story structure is designed to be 100 feet from the FEMA Base Flood Elevation to the cornice line of the building per the City adopted Comprehensive Plan: 2010 height definition.

SETBACKS:

The proposed building meets and exceeds all of the required setbacks and buffers for the High Density Residential (HDR) zoning district: (Note: Distances provided are from the proposed facility to the nearest property lines)

<u>Setbacks</u>	<u>Required</u>	<u>Provided</u>	<u>Buffers</u>
Front:	(HT<40') = 10' – 20' (HT>40') = 30'min	21.82' 30.55	FPLA - N/A
Rear:	FDEP/CCCL determined	53.66' including the	50' CON
Side:	(HT<40') = 0'	29.73'	CBLA – N/A
Side:	(HT>40') = 15'	29.73'	CBLA – N/A
Side:	(HT>100') = 25'	29.73	
Between Bldgs.:	10'	N/A	

Note: FPLA = Front Perimeter Landscaped Area, VBA = Vegetative Buffer Area, CBLA = Common Boundary Landscaped Area, CON Conservation and FDEP/CCCL = Florida Department of Environmental Protection/Coastal Construction Control Line.

WHITE SANDS ZONE:

The subject property is located in White Sand Zone I. All fill material for this project must comply with the provisions of Land Development Code Section 11.07.00. *Sand and water protection.*

PHASING:

The proposed development will not be a phased development.

ADDRESSING:

Addresses for each dwelling unit will be assigned at the time a building permit is submitted for review. The following conditions shall apply:

1. **Prior to the issuance of a Certificate of Occupancy**, assigned address numbers 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. *Ref. LDC Section 7.18.04.* Dwelling unit numbers must be displayed on the front door of each dwelling unit.

SIGNS:

A request for sign approval is not part of this application.

1. **Note:** Signage, if installed, must be approved by the Community Development Department. All signage shall require the issuance of a city permit. All signage shall comply with the applicable section of the Destin Land Development Code and the Florida Building Code in effect at the time a sign application is submitted.

UTILITIES:

In accordance with Land Development Code section 20.12.00 *Underground utilities*, all existing and proposed above-ground utility lines, located on the subject property regardless of who the utilities serve, are required to be placed underground.

COASTAL MANAGEMENT AND CONSERVATION:

The proposed project is located within VE12, VE13, and VE14 special flood hazard areas per the FEMA Flood Insurance Rate Maps. A certified statement from a licensed architect has been provided and is on file, dated August 1, 2009, indicating the proposed development will be designed and constructed in compliance with the Federal Emergency Management Agency (FEMA)/National Flood Insurance Program (NFIP) standards and the requirements set forth within the City of Destin Land Development Code, Article 11, Section 11.04.00.

INGRESS/EGRESS:

Ingress and egress to the proposed project is provided by a primary entrance with divided two-way access point providing twenty feet (20') of width in each direction and located approximately one hundred sixty-five feet (165') from the eastern property line; and a secondary two way access twenty-two feet (22') in width and approximately twenty-seven feet (27') from the eastern property line.

LOADING SPACE (ZONE):

The project meets or exceeds the loading space requirements of Section 8.08.05 *On-site loading standards* of the Destin Land Development Code as indicated on the approved plans and as follows:

TOTAL REQUIRED: 1 loading space per 100,000 square feet of floor area. Gross floor area of the project 279,566 square feet/100,000 = 2.8 Required.

TOTAL PROVIDED: 3 loading spaces

PARKING:

The parking provided complies with Land Development Code Section 8.06.00. *Vehicle and bicycle parking standards*, as indicated on the approved plans.

PARKING REQUIREMENTS / MULTI-FAMILY ATTACHED DWELLING

Type/Size of Unit	Maximum vehicle spaces per unit	# of Units	Total
Studio/efficiency/1 bedroom	1.5	5	7.5
2 bedrooms	2.25	5	11.25
3 or more bedrooms	2.5	69	172.5
		Total	191.25
		80% Parking Reduction	-38.25
Minimum Bicycle Parking		Total vehicle spaces provided	153
10% of total vehicle spaces (191 x .10)		Total bicycle spaces required	19

Total motor vehicle spaces provided: 153 parking spaces (including 6 handicap spaces)

Total Motor bicycle spaces provided: 75 bicycle lockers provided

REFUSE COLLECTION:

Refuse collection is to be provided by wheeled dumpsters on each floor. All dumpsters will be moved to the parking lot for refuse collection and then returned to their floor locations. All dumpsters must be kept in their enclosures unless they are being emptied.

SIDEWALKS/PEDESTRIAN CONNECTIVITY:

10' external sidewalks are provided and appropriate crosswalk striping is in appropriate portions of the right-of-way as indicated on plans sheets C3 & C4.

OPEN SPACE/LANDSCAPE:

Open Space Requirements:

Site Development Area (Total Area): 175,001 sq. ft. (4.017 acres, more or less)

Total Required Open Space: 30% (52,500. sq. ft.)

Total Provided Open Space: 36% (63,667 sq. ft.)

Tree Requirements:

Credits for Existing Trees (2" to 6" diameter) on Site (0 trees x 2 credits per tree):	0
Credits for Existing Trees (7" to 12" diameter) on Site (0 trees x 3 credits per tree):	0
Credits for Existing Trees (13" to 19" diameter) on Site (0 trees x 4 credits per tree):	0
Credits for Existing Trees (20" to 24" diameter) on Site (0 trees x 5 credits per tree):	0
Total Reforestation Credits for saving Existing, Protected, or Preserved Trees:	<u>0</u>

Reforestation Trees Required on Site: (1 per every .10 of an acre 4.017 x 10; 40 x 20% = 8) 48

Total Reforestation Trees Required on Site: (1 per every .10 of an acre minus credits) 48

Note: Per the Land Development Code, 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 within Article 12, Section 12.04.04.C.

Total Reforestation Trees Required on Site:	48
Front Perimeter Trees (1 per 25') Required on Site:	0
Parking Lot Trees (1 per end row and landscape island) Required on Site:	0
Vegetative Buffer Trees, if applicable, (1 per 25') Required on Site:	
Replacement Trees (removal of trees 12" d.b.h. or greater) Required on Site:	0
TOTAL TREES REQUIRED:	48
TOTAL TREES PROVIDED:	80

Unless otherwise noted, all required trees must be a minimum of ten (10) feet high at time of planting and reach a crown of twenty (20) feet at maturity. If the twenty (20) foot crown requirement is not met, additional trees shall be added and grouped together to meet the twenty (20) foot crown. If shrubs are used in the required buffer areas, they must be a minimum of twelve (12) inches in height when measured immediately after planting. **WARNING: A Certificate of Occupancy will not be issued until the required landscape material per the approved landscape plan has been inspected and approved by the Community Development Department.**

IMPACT FEES:

The following impact fee amounts may be subject to change. Final impact fee amounts will be determinant upon the gross floor area of the overall development land use and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. **Any claims for exemption or credits must be made no later than the time a Certificate of Occupancy is requested. Refer to Article 19 of the Destin Land Development Code for specifics regarding impact fees.** The owner/applicant must pay the final impact fee amounts prior to the issuance of a Certificate of Occupancy:

THE POINTE BEACH & YACHT CLUB												
IMPACT FEES CALCULATIONS												
Floor Plan	Sq ft	# of Units per floor							Total Impact Fee		Total	
		1st	2nd	3rd	4th	5th	6th	7th	Units	per unit	Impact Fee	Impact Fee
Unit Plan "A"	6236	1	1	1	1	1	1	1	7	\$ 2,793	\$	19,551
Unit Plan "B"	4536	1	1	1	1	1	1	1	7	\$ 2,793	\$	19,551
Unit Plan "C"	4402						4	4	8	\$ 2,793	\$	22,344
Unit Plan "D"	4054						1	1	2	\$ 2,793	\$	5,586
Unit Plan "E"	2584	4	4	4	4	4			20	\$ 2,087	\$	41,740
Unit Plan "F-1/1"	869	1	1	1	1	1			5	\$ 1,240	\$	6,200
Unit Plan "F-1/2"	1488	1	1	1	1	1			5	\$ 1,479	\$	7,395
Unit Plan "F-2"	2283	1	1	1	1	1			5	\$ 2,087	\$	10,435
Unit Plan "G"	2050	4	4	4	4	4			20	\$ 2,087	\$	41,740
									79			\$ 174,542

2009 IMPACT FEE SCHEDULE (Excerpt)

LAND USE - RESIDENTIAL	TRANS.	POLICE	PARK	LIBRARY	TOTAL
Residential, 750 - 999 sq. ft.	\$855	\$13	\$279	\$93	\$1,240
Residential, 1,000 - 1,499 sq. ft.	\$1,016	\$16	\$335	\$112	\$1,479
Residential, 1,500 - 1,999 sq. ft.	\$1,198	\$19	\$399	\$133	\$1,749
Residential, 2,000 - 2,999 sq. ft.	\$1,425	\$23	\$479	\$160	\$2,087
Residential, 3,000 - 3,999 sq. ft.	\$1,677	\$27	\$570	\$190	\$2,464
Residential, 4,000 sq. ft or >	\$1,896	\$31	\$649	\$217	\$2,793

OTHER FEES:

The fees listed below are subject to change and are based on the most recent information available (September 10, 2009). The fees must be paid by the applicant as part of the cost recovery associated with the proposed project:

City Traffic Consultant:	\$462.11 (pd.)
	\$481.43 (pd.)
	\$105.78
City Surveyor:	N/A
Re-Review Fees (Community Dev.):	\$500.00 (pd.)
Re-Review Fees (Public Services):	\$500.00 (pd.)
Administrative Costs:	\$46.71 (pd.)
City Council Advertising:	N/A
TOTAL (as of 09/10/09) =	\$105.78

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT:

A copy of the FDEP Stormwater Documentation, FDEP Beaches and Shores, and NPDES approvals shall be forwarded to the Public Services Department to be stamped received and then forwarded to the Community Development Department.

PUBLIC INPUT:

Two members of the public attended the TRC meeting on April 15, 2009 and asked some questions about the project. No other public comments have been presented to staff at the time of this report.

TECHNICAL REVIEW COMMITTEE MEMBER COMMENTS, NOTES AND CONDITIONS:

DESTIN FIRE CONTROL DISTRICT:

The Destin Fire Control District approved the project in a letter dated April 6, 2009. Please refer to **Exhibit "A"** for a copy of the approval letter.

DESTIN WATER USERS:

Destin Water Users approved the project in a letter dated April 14, 2009. Please refer to **Exhibit "B"** for a copy of the approval letter.

EMBARQ:

Embarq stated it has no objections to the project in a letter dated April 8, 2009. Please refer to **Exhibit "C"** for a copy of the approval letter.

GULF POWER:

Gulf Power stated several objections to the project in a letter dated April 15, 2009. Please refer to **Exhibit "D"** for a copy of the approval letter.

OKALOOSA GAS:

Okaloosa Gas stated it had no objections to the project in a letter dated April 14, 2009. Please refer to **Exhibit "E"** for a copy of the approval letter.

WASTE MANAGEMENT:

Waste Management stated it had no objections to the project in a letter dated April 15, 2009. Please refer to **Exhibit "F"** for a copy of the approval letter.

BUILDING DIVISION:

The Building Division approved the project in a memo dated September 28, 2009. Please refer to **Exhibit "G"** for a copy of the approval letter.

PLANNING DIVISION:

The Planning Division approved the project with conditions on August 17, 2009. Please refer to **Exhibit "H"** for a copy of the approval letter.

STORMWATER MANAGEMENT:

The stormwater management plan was found acceptable and approved with conditions on June 1, 2009. Please refer to **Exhibit "I"** for the **stormwater** related notes and conditions.

PUBLIC SERVICES DEPARTMENT:

The Public Services Department issued a memorandum of no objection to the project with conditions on August 13, 2009. Please refer to **Exhibit "J"** for the Public Services Department conditions.

Destin Fire Control District

815 Airport Road - Destin, Florida 32541
Telephone (850) 837-8415 Fax (850) 837-6715



TECHNICAL REVIEW COMMITTEE CONCEPTUAL APPROVAL Chief Kevin Satter

DATE: 6 April 2009

To: PLANNING & ZONING DIRECTOR
CITY OF DESTIN
4100 TWO TREES RD.
DESTIN, FL 32541

THE DESTIN FIRE CONTROL DISTRICT INSPECTION DEPARTMENT HAS REVIEWED THE FOLLOWING FOR CONCEPTUAL APPROVAL AT THE TECHNICAL REVIEW COMMITTEE. COMPLETE SEALED CONSTRUCTION PLANS MUST BE SUBMITTED AND REVIEWED FOR COMPLIANCE BEFORE ANY BUILDING PERMIT MAY BE ISSUED. Fire Impact Fee is applicable and due before a letter of Approval for Building Permit is issued. Plan Review Fee is applicable and due before a letter of Approval for Building Permit is issued.

LOCATION: 1 Gulf Shores Drive

PROJECT: The Points Beach & Yacht Club

IMPACT FEE USE: Residential
Commercial

OCCUPANCY: Apartment

OWNER/CONTRACTOR: Points One, LLC (Luke Evans, 251-251-2200)
Madderson Eng., (John Henderson, 850-836-8436)

☒ **APPROVED AS PRESENTED**
Proposed relocation of 14" water service line and installation of fire hydrants must be completed prior to the start of any construction.

☐ **DISAPPROVED FOR THE FOLLOWING:**

NOTE: Any underground Fire Line supplying an automatic sprinkler shall be installed by a Licensed Sprinkler Contractor or a Contractor V licensed by the State Fire Marshal.


Ronald E. Gerdeman, Division Chief
FIRE PREVENTION BUREAU
DESTIN FIRE CONTROL DISTRICT



A Heart Ready
Community



An Advanced Life
Support Service



DESTIN WATER USERS INC.

P.O. BOX 308 DESTIN, FL. 32541-0308 (904) 413-4146

DATE: April 14, 2009

TO: THE CITY OF DESTIN - COMMUNITY DEVELOPMENT
4200 TWO TREES ROAD
DESTIN, FLORIDA 32541

PROJECT: Norrigo Pointe Condominiums
PROJECT NUMBER: SP-04-04
CONTACT: Henderson Engineering - John Henderson 622-6264
LOCATION: West end of Gulf Shore Drive

☒ PROJECT QUESTIONNAIRE WAS COMPLETED AND RETURNED TO DESTIN WATER USERS.

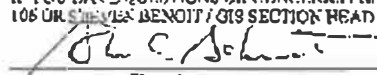
THIS LETTER CERTIFIES THAT THIS PROJECT HAS BEEN REVIEWED BY DESTIN WATER USERS INC. AT A TECHNICAL REVIEW COMMITTEE MEETING AND IS CONCEPTUALLY:

Approved

(Subject to the following, which shall be a condition of the Development Order with the City of Destin)

- I. ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES OF ANY PREVIOUSLY APPROVED PROJECT MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 14 HOURS PRIOR TO IMPLEMENTATION.
 - II. FIELD VERIFIED "AS-BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE FURNISHED TO DESTIN WATER USERS, INC. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPATION.
1. The lift station shall be privately owned unless a complete set of specifications are issued, reviewed and approved for DWU ownership.
 2. Our records indicate an existing utility easement across this property. Please include this easement on the utility plans.

IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL: STEVE SCHMIDT / FIELD OPERATIONS MANAGER (850) 837-5146 ext. 106 OR STEVE BENNETT / GIS SECTION HEAD (850) 837-5146 ext. 214.


Signed

QUALITY SERVICE SINCE 1964

Voice | Data | Internet | Wireless | Entertainment

April 6, 2009

RECEIVED

APR 8 2009

COMMUNITY
DEVELOPMENT

EMBARQ

Embarq
174141000 FL 32541
6500 Winston Blvd
Rt 174141000 Jct. I-12547
embarq.com

City of Destin
Community Development Department
4200 Two Trees Road
Destin, FL 32541

Re: SP-09-07, The Pointe Beach and Yacht Club, 1 Gulf Shore Dr

Embarq has no objections to this project at this time.

If you should require any additional information, please contact Keith Nance at
850-664-3751.

Sincerely,

Keith Nance /mh

Keith Nance - Network Engineer

/mh

cc: Chron File

West Florida Coast Parkway
Deerfield, Florida 32541-0407

Tel 909,744-4733

RECEIVED

APR 15 2009

COMMUNITY
DEVELOPMENT



Date: April 15, 2009

To: Technical Review Committee

From: Gulf Power Company

SP-09-07, The Pointe Beach & Yacht Club, 1 Gulf Shore Dr

Gulf Power Company has the following objections involving the proposed service to the new building referenced above.

1. The service size and new electrical load requirements need to be stated.
2. Transformer location needs to be stated.
3. The lift station electrical voltage requirements need to be stated.
4. Any existing facility relocations will also need to be stated.
5. Easements will be required for any Gulf Power facilities on private property.

Thank you,

Tom Richardson
trichar@southernco.com
850-833-4881



Okaloosa Gas District

**OKALOOSA GAS DISTRICT
TECHNICAL REVIEW COMMITTEE, DESTIN
DATE 04/14/2009**

BUSINESS:

SP-09-07, The Pointe Beach & Yacht Club, 1 Gulf Shore Dr.

COMMENTS:

Please be advised that Okaloosa Gas has no objection to the above subject proposal development. Gas is nearby within the adjacent property.

If you should have any questions, or require additional information, please call me @ (850) 729-4870.

Submitted by:

Essa Riebi

Essa Riebi
Systems Engineer



Waste Management, Inc. of Florida
108 Hill Avenue
Fort Walton Beach, FL 32548
1-800-862-7141
(850) 664-6659 Fax

RECEIVED

SEP 29 2009

COMMUNITY
DEVELOPMENT

April 15, 2009

To: Staff
Attn: Staff
Subject: New Development
Pointe Condo and Yacht Club

Dear Staff,

This letter is to inform staff and the developer that Waste Management has no objection at this time to the above location with regards to waste removal. Waste Management reserves the right to re-evaluate in the event of future changes to above property.

Sincerely,

Steve Cinkman
Waste Management Inc of Florida

Waste Management, Inc. of Florida



CITY OF DESTIN

Community Development Department

Permit & Inspection Division

Memorandum

RECEIVED

SEP 28 2009

**COMMUNITY
DEVELOPMENT**

To: Technical Review Committee
CC: Lorry Ballard, Building Official
From: Noel Bell, Building Inspector
Date: 9/28/09
Re: SP-09-07 The Pointe Beach and Yacht Club

A review of the plans submitted resulted in the following comments:

- 1) 2 full sets of signed and sealed construction plans, specifications and related documents as required by the Florida Building Code, Chapter 1 must be submitted to and be reviewed by the building department prior to issuance of a permit.
- 2) Proper permitting must be applied for and approval prior to any work being performed on mentioned property, i.e., demolition, site work, new construction, etc.
- 3) All Common areas which include walkways, public use areas, public restrooms, etc., shall be on an accessible route, and comply with chapter 11 of the Florida Building code.
- 4) The building plans show it located in a flood zone: VE. All construction shall follow our adopted flood plain management ordinances, and all construction below base flood elevation shall be open and unobstructed.

TRC Review Comments



CITY of DESTIN

2200 Indian Bayou Trail • Destin, Florida 32541

FOR GEORGE ANTHONY JONES
2009-2011 Mayor



www.cityofdestin.com

Phone: 904.243.6600

August 17, 2009

Mr. John G. Henderson, P.E.
Henderson Engineering & Environmental, Inc.
35 Carol Place
Freeport, Florida 32439-4615

Subject: TRC Review for SP-09-07: The Pointe Beach & Yacht Club, a Minor Tier 2 Development

Dear Mr. Henderson:

A 3rd submittal package was received on July 31, 2009. The following TRC comments are provided for your review and comment. Please ensure you read the comments and bolded notes listed below.

Review Process Timeline:

- **TRC Meeting:** April 15, 2009
- **Applicant's 1st re-submittal deadline:** May 15, 2009
- **Actual re-submittal date:** May 15, 2009
- **TRC 1st re-submittal review deadline:** June 1, 2009 (based on typical 10 working day turnaround)
- **Actual re-submittal review date:** June 2, 2009
- **Applicant's 2nd re-submittal deadline:** July 2, 2009
- **Actual re-submittal date:** July 11, 2009
- **TRC 2nd re-submittal review deadline:** August 14, 2009 (based on typical 10 working day turnaround)
- **Actual re-submittal review date:** August 17, 2009

4. Planning Division Comments: Approval with conditions.

1. Invoices: CD-09-63 for \$328.04, CD-09-65 for \$23.61 and CD-09-68 for \$149.76 are outstanding and must be paid prior to the Planning Division issuing the Development Order.
2. Prior to the issuance of the Building Permit for the Main Condominium building, an outdoor lighting plan shall be submitted for review and approval by the Planning Division. The outdoor lighting plan must meet the requirements of Land Development Code section 7.17.01 **Outdoor lighting standards for the marine turtle conservation area**. All lighting outdoor lighting plans must include photometrics and must show the type of fixture, bulb size/wattage, height of pole mounted lights, type of light shield, etc. Outdoor lighting shall be shielded downward and away from adjacent properties in order to avoid spill-over and illumination into the night sky.

Page 2 of 3

August 17, 2009

IRC Review for SP-04-07: The Pointe Beach & Yacht Club, a Minor Tier 2 Development

3. Prior to the issuance of a Certificate of Occupancy, the condominium documents must be reviewed and approved by the City Land Use Attorney and City Staff and properly recorded as stated within the Condominium Affidavit dated March 28, 2005. Additionally, a copy of the Condominium Documents, once recorded with the state, must be submitted to the City of Destin.
 4. Prior to the issuance of a Certificate of Occupancy, assigned address numbers for principal buildings shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts. Ref. LDC Section 7.18.04. Dwelling unit numbers must be displayed on the front door of each dwelling unit.
 5. Prior to the issuance of a Certificate of Occupancy, the landscaping and any outdoor lighting, if installed, must be inspected and approved by the Planning Division.
 6. Prior to the issuance of a Certificate of Occupancy, all applicable impact fees must be paid.
- B. Transportation Comments: Approved. Refer to the attached approval letter dated June 24, 2009. To discuss transportation related comments, please contact Mr. Tim Wheeler of Renaissance Planning Group at 813-254-7741, ext. 208.
- C. Stormwater Management Comments: Previously approved with conditions. Refer to the attached approval memo dated June 1, 2009. To discuss those stormwater related comments, please contact Mr. David Fosstrom, Planner / Floodplain Manager at 837-4242 ext. 3130.
- D. Right of Way and Wetlands Impact Review Comments: Approved with conditions. Refer to the attached approval memo dated August 12, 2009. To discuss these comments, please contact Mr. Joseph D. Bodin, Engineering Assistant II at 837-4242 ext. 3186.

Now that the Development Order application has been approved, please submit 7 sets (24" x 36") of plans (Civil Engineer, Architect and Landscape Architect) to the Planning Division. Each set of plans must be signed, sealed and dated by the design professional. Three of the plan sets will be stamped approved and signed and given to the owner/applicant. The first set is to be submitted with the required Building Permit, the second set is for the owner's records, and the third set is to be kept on site by the contractor during construction of the project. The fourth and fifth set will be stamped approved, signed, and provided to Destin Water Users, Inc. and the Destin Fire Control District for their records. The sixth and final sets are for the Planning Division's and the Public Services Department records.

EXHIBIT "H"

Page 3 of 3

August 17, 2009

TRC Review for SP-09-07: The Points Beach & Yacht Club, a Minor Tier 2 Development

If you have questions or need additional information, please feel free to contact my office.

Sincerely,



Hank Woollard, AICP
Planner

HSW/

Attachments: Invoices: CD-09-63, CD-09-65 and CE-09-68
Transportation Comments dated June 24, 2009
Stormwater Comments dated June 1, 2009
Right of Way & Wetlands Impact Comments dated August 11, 2009

cc: File: SP-09-07
File: Letter Log

OFFICE OF PUBLIC SERVICES

MEMORANDUM

RECEIVED

AUG 13 2009

COMMUNITY
DEVELOPMENT

August 12, 2009

TO: Planner/Hank Woolard

FROM: Engineering Assistant III Joseph D. Bond 

SUBJECT: SP-09-07 The Pointe Beach & Yacht Club, 1 Gulf Shore Drive
Right of Way & Wetlands Impact Review ONLY

A resubmittal was received on August 4, 2009 and the right-of-way & wetlands areas only were reviewed. Public Services Dept. has no objection with the following conditions:

1. **Condition:** Prior to obtaining any City permits, obtain a City of Destin Right-of-Way Construction Permit from the Public Services Department.
2. **Condition:** Prior to obtaining a City of Destin Right-of-Way Construction Permit permits, obtain a FDOT Connection permit and submit copy to the Public Services Director.
3. **Condition:** Refer to FDOT Article 2, Transportation, - The developer/owner, engineer of record and the contractor shall make themselves familiar with these codes and comply with the codes prior to obtaining a Certificate of Occupancy.
4. **Condition:** Refer to FDOT Article 11.09.00, Illicit Discharge - The developer/owner, engineer of record and the contractor shall make themselves familiar with these codes and comply with the codes prior to obtaining a Certificate of Occupancy.
5. **Condition:** Contractor shall not be allowed to utilize ANY public right-of-ways for any loading/unloading, staging or storage of construction materials, equipment or vehicles or unauthorized construction. Authorization may be given on a case by case basis, if the contractor can prove that it is necessary for public AND job site safety. Each case may require additional permitting. Failure to comply with this requirement may void your city right-of-way construction permit until the violation is corrected. Voided permits must be reapplied for and application fees shall be assessed.
6. **Condition:** Prior to obtaining any city permit, provide a debris & soil hauling plan (truck route) through the City. Any road damage that is determined to be caused by this project operation shall be required to be repaired prior to obtaining any Certificate of Occupancy (C.O.).
7. **Condition:** During construction crane booms shall not swing out over the ROW or adjacent private properties on either side of the project. These areas are open to the public and not part of the construction site. Authorization may be given if the contractor can prove that it is necessary for public safety. The City can not authorize encroachments over adjacent private properties, the developer must obtain the affected property owner's consent.

EXHIBIT "J"

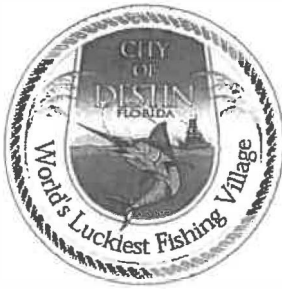
Page 2 of 2

August 12, 2009

SP-09-07 The Pointe Beach & Yacht Club, 1 Gulf Shore Drive

8. **Condition:** Prior to commencing any work on the boardwalk and/or docks, obtain the proper FDEP permit and submit copy to the Public Services Dept.
9. **Condition:** Provide owner's information and legal descriptions for our City Attorney to create an easement document for the sidewalks outside but adjacent of the ROW. These agreements must be executed and recorded prior to obtaining a Right-of-Way Construction Permit.
10. **Condition:** Provide information on the street lights within the ROW for review for acceptance by the city.
11. **Condition:** All exterior lighting that can be seen from the beach must meet appropriate codes including but not limited to marine turtle friendly standards.
12. **Condition:** Stormwater structures within the ROW shall have a 2' deep sediment trap and an open bottom.
13. **Condition:** Drainage piping under the road shall be Reinforced Concrete Pipe (RCP) only.
14. **Condition:** Irrigation lines under the road and sidewalks shall be sleeved.
15. **Condition:** Provide all required thickness, density and compaction test results for Gulf Shore Dr. prior to any Certificate of Occupancies (C.O.).
16. **Condition:** All infrastructure in the right-of-way shall be accepted for maintenance by the City by the procedure outlined in LDC Article 2.22.00.E.

cc:
PS Files



CITY of DESTIN

4200 Indian Bayou Trail • Destin, Florida 32541

COMMUNITY DEVELOPMENT

Voice 850.837.4242

Fax 850.650.0693



www.cityofdestin.com

kgallander@cityofdestin.com

January 13, 2010

Mr. Joseph P. Dougherty
4100 Legendary Drive, Suite 220
Destin, FL 32541

**Subject: The Pointe Beach & Yacht Club – Final Development Order No. 09-17 Special
Economic Condition Extension Request**

Dear Mr. Dougherty:

This letter is in response to your correspondence I received on December 31, 2009. As required, your request for an extension to Final Development Order No. 09-17 was received prior to January 1, 2010. Based on meeting this criterion and by adhering to the criteria of the extension as stated in Article 2, Section 2.21.01.D, the extension is granted until December 31, 2011 from the date of your written correspondence (December 30, 2009). This extension vests the final development order and enables the holder of the orders to delay commencement or continuance of construction, if necessary, until December 31, 2011.

Please do not hesitate to call me if you have any further questions or concerns.

Sincerely,

Kenrick S. Gallander, AICP
Community Development Director

KSG/

cc: File: Letter Log
Planning Manager, Ashley Grana - File: SP-09-07

Dougherty Architecture + Design P.A.
ARCHITECTS

Lic. PD9000023252

December 30, 2009

RECEIVED

DEC 31 2009

**COMMUNITY
DEVELOPMENT**

Kendrick Gallander, AICP
Community Development Director
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Re: Development Order extension -- SP-09-07, The Pointe Beach & Yacht Club
00 - 09-13

Dear Mr. Gallander,

This letter serves as a formal request per City letter dated 12.11.09, requesting a Development Order extension to December 30, 2011 for the above mentioned development.

Should you have any questions, please do not hesitate to call me at (850) 650-5881 office or
(850) 598-9881 cell

Respectfully,

Dougherty Architecture + Design PA.



Joseph P. Dougherty
Principal Architect

Cc: File: Office records



Community Development Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-337-3123 | Fax: 850-650-0693 | www.cityofdestin.com

December 21, 2011

Mr. Joseph P. Dougherty
Dougherty Architecture & Design, PA
4100 Legendary Drive, Suite 220
Destin Florida 32541-8602

**Subject: Special Economic Condition Extension Request for DO 09-17,
SP-09-07, The Pointe Beach & Yacht Club, 1 Gulf Shore Dr**

Dear Mr. Joseph P. Dougherty:

Your written request for the additional "special economic condition" extension for Final Development Order DO 09-17 was received prior to the December 31, 2011 expiration of the current extension. Based on meeting the criterion of Florida Statutes Chapter 2011-139, Section 73, your extension is granted until December 31, 2013. This extension vests the final development order and enables the holder of the Development Order to delay commencement or continuance of construction, if necessary, until December 31, 2013.

Should you have further questions or concerns, please do not hesitate to call.

Sincerely,

R. Ashley Grana
Planning Manager

RAG/lwb

cc: DO Book, Project File:SP-09-07, Building File & Letter Log



Dougherty Architecture + Design P.A.
ARCHITECTS

Lic. P09000023252

December 16, 2011

Community Development
Ashley Grana, Director

Re: Development Order Extension Request: Project SP-09-07, The Pointe Beach & Yacht Club

Dear Mr. Grana,

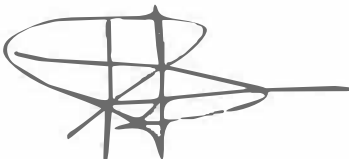
We appreciate the opportunity to extend the DO# 09-17 on the above referenced project.

This letter serves as a formal request per your letter dated September 15, 2011, respectfully requesting that Project File # SP-09-07, DO# 09-17 be extended to December 31, 2013.

Please feel free to contact me should you need further information.

Respectfully,

Dougherty Architecture + Design PA



Joseph P. Dougherty AIA
Principal Architect

Jpd/sj





Community Development Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-337-3123 | Fax: 850-650-0693 | www.cityofdestin.com

September 4, 2012

Mr. Victor L. Fuller
GALIC-Pointe, LLC
C/O Brothers Property Management Corporation
Two Alhambra Plaza, Suite 1280
Coral Gables, Florida 33134

SUBJECT: The Pointe Beach & Yacht Club – Final Development Order No. 09-17 “Special Economic Condition” Extension Request – 50 Gulf Shore Drive

Dear Mr. Fuller:

This letter is in response to your email dated July 26, 2012, requesting a “special economic condition” extension to the above referenced development order. Based on the legal guidance set forth in Section 24 (1) of Ch. 2012-205 Laws of Florida this development order is extended to the fullest extent possible to September 29, 2015. This determination enables the holder of the final development order to delay commencement or continuance of construction, if necessary, until September 29, 2015.

Should you have any further questions or concerns, please do not hesitate to contact me either via e-mail (agrana@cityofdestin.com) or phone (850-582-4525).

Sincerely,

R. Ashley Grana
Planning Division Manager

RAG/

cc: 2009 DO Book
Project File: SP-09-07
Building File:
Letter Log





Community Development Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-337-3123 | Fax: 850-650-0693 | www.cityofdestin.com

May 3, 2013

Mr. Victor L. Fuller
GALIC-Pointe, LLC
C/O Brothers Property Management Corporation
2 Alhambra Plaza, Suite 1280
Coral Gables, Florida 33134-5237

**SUBJECT: The Pointe Beach & Yacht Club – Final Development Order No. 09-17
“Emergency Condition” Extension Request – 50 Gulf Shore Drive**

Dear Mr. Fuller:

This letter is to inform GALIC Pointe, LLC, of the city extending Final Development Order No. 09-17 an additional nine (9) months to June 29, 2016. This extension is provided as a result of the city's need to pursue emergency dredging of the Old Pass Lagoon Entrance Channel of which the dredge material will be deposited on GALIC Pointe, LLC's property all in accordance with the executed Spoil Area License Agreement (See attached).

The impact of the deposited dredge material on GALIC Pointe, LLC's property for the identified timeframe of nine (9) months results in a significant hardship to pursue development of the property within the approved timeframe. Thus, this extension provides GALIC Pointe, LLC, assurances that the final development order remains valid to June 29, 2016, as a result of agreeing to allow the dredge material to be deposited on their property.

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

Sincerely,

Kenrick S. Gallander, AICP
Community Development Director

KSG/

Attachment: Spoil Area License Agreement

cc: Maryann Ustick, City Manager
Scott Shirley, City Land Use Attorney
2009 DO Book
Project File: SP-09-07
Letter Log



License Agreement

This Spoil Area License Agreement ("Agreement") is made as of the 2nd day of May, 2013, by the CITY OF DESTIN, a Florida municipal corporation, (hereinafter "Licensee") whose address is 4200 Indian Bayou Trail, Destin, FL 32541, and GALIC POINTE, LLC, a Florida Limited Liability Company, (together with its successors and assigns, hereinafter "Licensor"), whose address is Two Alhambra Plaza Suite 1280 Coral Gables, FL 33134, (hereinafter collectively "Parties").

BACKGROUND

Whereas, LICENSEE desires to pursue emergency dredging in an area of state waters adjacent to East Pass referred to as the Old Pass Lagoon Entrance Channel in order to allow safe navigation of vessels to and from Destin Harbor (hereinafter "Emergency Project") (See, Exhibit "A"); and

Whereas, as part of the Emergency Project, dredged materials will require a disposal site and it would be beneficial to deposit dredged materials from the Emergency Project upon an upland site; and

Whereas, LICENSOR is the owner of certain real property identified herein on Exhibit "B" which is adjacent to the LICENSEE owned Gulf Shore Drive right-of-way and LICENSEE owned Norriego Point parcel and is also in close proximity to the area where the Emergency Project dredging will occur; and

Whereas, due to the limited dredged material storage capacity of the LICENSEE Owned Gulf Shore Drive right-of-way and the remaining dredged material storage capacity of available areas on the Norriego Point Parcel, the only alternative for deposition of dredged material from the Emergency Project on other LICENSEE owned property would require hauling of dredged material several miles to a more inland location, significantly increasing costs of the Emergency Project and causing unwarranted wear and tear on LICENSEE roadways; and

Whereas, LICENSOR has agreed for LICENSEE to place dredged material from the Emergency Project on the real property identified in Exhibit "B" (hereinafter "the Property") in return for the LICENSEE leaving approximately twenty (20) percent of such dredged material on such real property as compensation for granting to LICENSEE the temporary access and license to deposit dredged material as provided herein; and

Whereas, LICENSEE is solely responsible for and hereby certifies that the Emergency Project is properly permitted and/or authorized and that all regulatory agencies involved have agreed to the work, including the deposition of the dredged material on LICENSEE's property; and

Whereas, the arrangement contemplated herein will significantly reduce costs to the public of the Emergency Project, as compared to hauling the dredged material to a more remote LICENSEE owned inland storage location; and

Whereas, LICENSEE and LICENSOR have agreed to certain mutual responsibilities and insurance requirements relating to the temporary access and license to deposit dredged material on the Property as provided herein.

Now therefore, in consideration of the foregoing and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged) and intending to be legally bound hereby, Licensee and Licensor hereby agree as follows:

DEFINED TERMS

1. Defined Terms. The following terms have the meaning provided below:

(a) "Environmental Law" means any present or future federal, state or local law, statute, ordinance, rule, regulation, code, policy, rule of common law (including without limitation nuisance and trespass), consent order, judicial order, administrative order or other government directive, in each case as amended or supplemented from time to time, that applies to Licensee or to the Property and relates to Hazardous Materials including, without limitation, those relating to industrial hygiene, Mold or the use, analysis, generation, manufacture, storage, discharge, release, disposal, transportation, treatment, investigation, or remediation of Hazardous Materials. Any soil or groundwater contaminated by Hazardous Materials at the Property in quantities or concentrations violative of the most stringent applicable federal, state or local standard or guidance or which required reporting, investigation, remediation or other response action is considered for purposes of this Agreement a violation of an Environmental Law. Environmental Laws include, without limitation, those acts commonly referred to as the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); the Superfund Amendments and Reauthorization Act; the National Environmental Policy Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including, without limitation, Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; and the Occupational Safety and Health Act.

(b) "Environmental Liens" means all liens and other encumbrances imposed on the Property pursuant to any Environmental Law, whether due to any act or omission of Licensee or any other party.

(c) "Government Authority" means the state, county and municipality in which the Property is located, the United States Environmental Protection Agency, the United States Department of Labor, the United States Department of Transportation, any successors to the foregoing or administrative bodies thereunder, and any other federal, state or local governmental agency now or hereafter regulating Hazardous Materials, industrial hygiene, health or environmental protection.

(d) "Hazardous Materials" means petroleum and petroleum products and compounds containing them, including, without limitation, gasoline, diesel fuel and oil; toxic, corrosive, infectious, carcinogenic, mutagenic, explosive and flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead based paint ("LBP"); asbestos or asbestos-containing materials ("ACM") in any form that is or could become friable; urea formaldehyde foam insulation; radon gas; Mold; underground or above-ground storage tanks, whether empty or containing any substance; and any and all substances (whether solid, liquid or gas) now or in the future which are regulated by Environmental Laws.

(e) "Legal Action" means any claim, suit, arbitration or proceeding, whether judicial or administrative in nature, including, without limitation, any notice of potential liability or request for information under CERCLA.

(f) "Losses" means any and all claims (including, without limitation, personal injury, wrongful death, property damage, natural resource damages, strict liability and punitive damages), obligations, damages, losses, expenses, fines, penalties, fees, judgments, awards, amounts paid in settlement, costs of Remediation whether or not performed voluntarily (including, without limitation, any financial assurances required to be posted for completion of Remediation and costs associated with administrative oversight), reasonable legal fees and disbursements, engineering fees, environmental consultant fees, investigation costs (including without limitation sampling, testing and analysis of soil, water, air, building or other materials), costs of defense of Legal Actions, costs incurred by a Government Authority to the extent recoverable against private parties, and any other liabilities of whatever kind or nature.

(g) "Mold" means any microbial or fungus contamination or infestations in the Property of a type which may pose a risk to human health or the environment or would negatively impact the value of the Property.

(h) "Dredged Material" means the nonhazardous materials removed from the Channel as part of the Emergency Project. It is specifically intended that the dredged materials that are temporarily stored (with a portion remaining as compensation) on the Property be white beach sand of a quality equal to or exceeding the white beach sand that currently exists on the Property.

(i) "Permit" means any permit, authorization or license issued or recognized by any Government Authority pursuant to any of the Environmental Laws and which relate to Licensee or the Property.

(j) "Release" means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposal or other movement of Hazardous Materials.

(k) "Remediation" means any activity, response, remediation, removal, or corrective action to clean-up, detoxify, decontaminate, close, contain or otherwise remediate any Hazardous Materials located in, on, under or above the Property or migrating to or from the Property; any actions to prevent, cure or mitigate any Release or threat of release; any action to comply with any Environmental Law or Permit; and any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Materials, including, without limitation, post-remedial or post-closure studies, investigations, operations and maintenance and monitoring. Remediation of Mold shall include, without limitation, all acts necessary to clean and disinfect any portions of the Property affected by Mold and to eliminate the sources of Mold in or on the Property, including, without limitation, providing any necessary moisture control systems at the Property.

LICENSE AND COVENANTS REGARDING ENVIRONMENTAL MATTERS

2. License.

(a) Licensor grants unto Licensee a license to enter onto the Property for the sole purpose of the temporary storing of dredged material and other equipment related to the Emergency Project. Licensee shall not store any oil, chemicals or other Hazardous Materials on the Property. This Agreement shall not be recorded in the public records of Okaloosa County, Florida. No rights shall inure to the benefit of Licensee through the passage of time or use of the Property whether by adverse possession,

prescription or other inurement. Licensee agrees that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement or the activities permitted hereunder.

(b) As part of this Agreement, LICENSOR is authorized to temporarily store on the Property up to approximately fifteen thousand (15,000) cubic yards of dredged material. Such activities shall include the right to deposit and remove dredged material from the Emergency Project; move, store and remove equipment and supplies; erect and remove temporary structures; perform all other work necessary and incident to the Emergency Project; together with the right (after obtaining any and all required permits) to trim, cut, fell and remove all trees, underbrush and obstructions within the limits of the Property reserving, however, to LICENSOR, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights hereby granted to LICENSEE. This Agreement does NOT include the right to remove existing sand/soil from the Property and LICENSEE is expressly prohibited from removing any of the existing sand/soil from the Property.

3. Covenants. Licensee covenants and agrees that, during the time of its use of the Property

(a) Compliance. All uses and operations on or of the Property, whether by Licensee, its employees, agents, subcontractors or any other party, shall be in compliance with all Environmental Laws, authorizations and Permits.

(b) No Hazardous Materials. No Hazardous Materials shall be in, on, at, or under the Property and no Release of Hazardous Materials shall occur in, on, at, under or from the Property.

(c) No Encumbrances. Licensee shall keep the Property free and clear of all Environmental Liens.

(d) Investigations. Licensee, at its sole expense, shall (i) perform any environmental site assessment or other investigation of environmental conditions in connection with the Property (including, without limitation, sampling, testing and analysis of soil, water, air, building materials and other materials and substances, whether solid, liquid or gas), pursuant to Licensor's written request upon Licensor's reasonable belief that the Property is not in full compliance with Environmental Laws or Permits or that any requirement of this Agreement has been violated and (ii) if requested by Licensor, share all reports, results and correspondence related to such assessments or investigations with Licensor. Licensee agrees to have any written reports structured so as to allow Licensor (and any other party designated by Licensor) to rely on such reports and results.

(e) Remediation. Licensee, at its sole expense, shall (i) effectuate Remediation of Hazardous Materials in, on, or under the Property as a result of the use of the Property by Licensee, its employees, agents, subcontractors or any other party, to the extent required by Environmental Law, (ii) comply in all material respects with any Environmental Law, authorization or Permit, (iii) comply with any directive from any Government Authority, and (iv) if requested by Licensor, share all reports, results and correspondence related to such Remediation or compliance with Licensor. Licensee agrees to have any written reports prepared so as to allow Licensor (and any other party designated by Licensor) to rely on such reports and results.

(f) Notice of Release or Violation. Licensee shall promptly notify Licensor in writing upon its obtaining knowledge of (i) Hazardous Materials present in, on, at, or under the Property, or any Release from or migrating toward the Property which is required to be reported to any Governmental

Authority under any Environmental Law or is in violation of any Environmental Law, other than as previously disclosed in any environmental report or by Licensee to Licensor in writing, (ii) any actual or alleged (in writing) violation of any Environmental Law, authorization or Permit, (iii) any actual or threatened (in writing) Environmental Lien affecting the Property, (iv) any required Remediation or actual or threatened (in writing) investigation of any environmental condition related to the Property, or (v) any Legal Action in connection with any matter addressed by this Agreement. Licensee shall promptly provide Licensor with a cost estimate from an environmental consultant reasonably acceptable to Licensor to complete any required Remediation or correct any violation of Environmental Law. Licensee shall promptly establish with Licensor, upon Licensor's written request, a reserve fund in the amount of such estimate. If in Licensor's reasonable opinion the amount reserved at any time during the Remediation or the correction of a violation is insufficient to cover the work remaining to complete the Remediation or achieve compliance, Licensee shall increase the amount reserved in compliance with Licensor's written request. All amounts so held in reserve, until disbursed, are pledged to Licensor as security for payment of any Obligations, including, without limitation, Remediation.

(g) Inspections and Testing. Licensor, and any other party designated by Licensor (including, without limitation, any environmental consultant or any receiver or trustee for the Property appointed by a court of competent jurisdiction), has the right, but not the obligation, after reasonable prior notice to Licensee (which may be telephonic), to enter upon the Property at all reasonable times to assess the environmental condition of the Property, including, without limitation, to conduct any environmental assessment or audit (the scope of which shall be determined in Licensor's sole discretion) and to take samples of soil, groundwater or other water, air quality, building materials and conduct other invasive testing. Such assessment or audit shall be conducted in a manner so as to minimize interference with the conduct of business at the Property. Licensee agrees to reasonably cooperate in connection therewith, including without limitation, providing all requested information and making knowledgeable officers, employees or property managers available for interview. If any such undertaking discloses that a violation of, or a liability under, any Environmental Law or Permit exists, or if such undertaking was required or prescribed by any Environmental Law, Permit or Government Authority, Licensee shall pay all costs and expenses incurred in connection with such undertaking; otherwise, the costs and expenses of such undertaking shall be paid by Licensor.

(h) Monitoring or Maintenance Program. If recommended by any environmental report or any other environmental assessment or audit hereafter made of the Property, or if required by Environmental Law or Government Authority, Licensee, at its sole expense, shall establish and maintain continuously in effect during the time Licensee is using the Property, an operations and maintenance program with respect to any Hazardous Material at the Property as a result of the use of the Property by Licensee, its employees, agents, subcontractors or any other party ("O&M Program"), which is reasonably acceptable to Licensor and prepared by an environmental consultant reasonably acceptable to Licensor. Without limiting the foregoing, if ACMs are found to exist at the Property, the O&M Program shall be undertaken consistent with the Guidelines for Controlling Asbestos-Containing Materials in Buildings (USEPA, 1985) and other relevant guidelines and applicable Environmental Laws. If an O&M Program is in effect, Licensor may require (i) periodic notices or reports to Licensor in form, substance and at such intervals as Licensor may specify; (ii) amendments to such O&M Program to address changing circumstances, laws or other matters, including without limitation variations in response to reports provided by environmental consultants; and (iii) execution of an Operations and Maintenance Agreement relating to such O&M Program reasonably satisfactory to Licensor. If not covered by an O&M Program, Licensee shall inspect and maintain all Hazardous

Materials on a regular basis to ensure that such Hazardous Materials are maintained in a condition that prevents exposure of occupants of the Property.

4. **Cost.** LICENSEE shall bear the entire cost of all Emergency Project activities conducted by LICENSEE pursuant to the rights granted herein, including, but not limited to, the cost of any and all equipment, personnel, design and permitting necessary for such activities, LICENSOR having no monetary liability to LICENSEE whatsoever for the cost of such activities.

5. **Compensation.** As compensation for this Agreement, LICENSOR shall be entitled to retain approximately twenty (20) percent of the dredged materials from the Emergency Project as are actually deposited by LICENSEE upon the Property, and other than providing the rights herein defined in this Agreement, LICENSOR shall not be required to pay or otherwise provide additional compensation to LICENSEE for such dredged material. Once the Emergency Project has been completed, LICENSEE shall survey the Property to determine the total approximate amount of dredged material deposited and shall report the results of such survey to LICENSOR. Based on the results of the survey, the Parties shall determine the quantity of dredged material to remain on the Property as compensation to LICENSOR hereunder.

6. **Repairs.** LICENSEE shall be responsible for, and shall, within a reasonable period of time, repair and restore any damage caused by LICENSEE, or any of LICENSEE'S employees, agents or contractors, to the seawall structure (including, but not limited to the seawall anchor system), or components thereof, on the Property to the condition which existed prior to LICENSEE'S entry onto such lands. LICENSEE shall not be responsible for repairs hereunder from damage not caused by LICENSEE, or any of LICENSEE'S employees, agents or contractors, or which have been caused by the forces of nature, including damage to the seawall caused by coastal storms. LICENSEE will leave the Property in all ways similar to the way it found the Property, including the levering of all dredged materials that are to remain on the Property evenly across the Property so as not to leave a mound of dredged material.

7. **Insurance.** Prior to entry upon the Property, LICENSEE shall provide LICENSOR with appropriate Certificates of Insurance issued by LICENSEE'S insurer naming LICENSOR as an additional insured on their respective insurance policies, wherein LICENSOR is insured for claims that may be made for property damage and personal injury occurring on the Property as a consequence of activities of LICENSEE, or any of LICENSEE'S employees, or agents pursuant to the rights granted herein. LICENSEE'S general contractor insurer shall name LICENSOR as an additional insured on contractor's general liability policies wherein LICENSOR is insured for all claims that may be made for property damage and personal injury occurring on the Property as a consequence of activities of contractor. LICENSEE shall maintain insurance coverage, and have re-issued to LICENSOR continuing Certificates of Insurance as long as this Agreement is in effect. The General Contractor's Certificate of Insurance shall remain effective so long as the General Contractor is performing work on the Emergency Project. Failure to renew the Certificates of Insurance naming LICENSOR as an additional insured prior to their expiration shall constitute an event of default hereunder.

8. **Responsibility of CITY.** CITY shall be fully responsible and liable for all claims, liabilities, damages costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent or wrongful acts or omissions of its officers, employees, representatives and agents. CITY shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28(16)(a), Florida Statutes (2012). However, nothing contained herein shall constitute a waiver by CITY of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. **Claims against Third-Party Rights.** Licensee shall take all reasonable actions, including institution of Legal Action against third-parties, necessary or appropriate to obtain reimbursement or compensation from those responsible for the presence or Release of any Hazardous Materials in, on, under or from the Property, or which have migrated onto or toward the Property, or for which such third-parties are otherwise obligated by law to bear the cost. Licensor shall be and hereby are subrogated to all of Licensee's rights now or hereafter in such claims.

10. **Notice of Legal Actions.** Licensee shall, within seven (7) days of receipt thereof, give written notice to Licensor of (a) any written notice or other communication from any Government Authority or other source whatsoever or with respect to Hazardous Materials affecting the Property or regarding compliance with Environmental Laws, and (b) any Legal Action brought against such party with respect to which any Licensee may have liability under this Agreement.

11. **No Dedication.** Nothing contained in this Agreement shall be deemed to constitute a grant or dedication of any interest in the Property to the general public or for any public purpose whatsoever except for the rights granted herein, it being the intention of the LICENSOR that this Agreement shall be strictly limited to the use of the LICENSOR and LICENSEE.

12. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of the sovereign immunity of the LICENSEE.

13. **Attorney Fees.** If either Party should find it necessary to bring an action in a court of law to enforce any of its rights or remedies under this Agreement, then the prevailing party will be entitled to claim attorney's fees and costs.

14. **Venue.** Venue for any action arising out of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

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

16. **Entire Agreement.** This License and Indemnity Agreement constitutes the entire agreement with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

17. **Effective Date and Expiration.** This Agreement shall become effective upon its full execution by all the signatories of the parties hereto. This agreement shall expire within six (6) months of the effective date unless LICENSEE has, within such time, commenced actual deposition of Emergency Project Dredged material upon the Property; otherwise, this agreement shall expire within nine (9) months of the effective date hereof. Following expiration of the term of this Agreement, LICENSEE shall remove LICENSEE'S entire portion of Emergency Project dredged materials remaining on the Property within forty-five (45) days including the leveling of the Property discussed in paragraph six above. This provision shall survive expiration for the limited purposes stated herein

18. **Notice.** Any notice that is required to be provided pursuant to the terms of this Agreement shall be in writing and served by overnight delivery or certified mail, return receipt requested, to the following addresses:

City: Office of the City Manager
City of Destin City Hall
4200 Indian Bayou Trail
Destin, Florida 32541

Owner: GALIC POINTE, LLC
Attn, [Signature]
Two Alhambra Plaza Suite 1280
Coral Gables, FL 33134

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

CITY OF DESTIN, FLORIDA

April 30, 2013
Date

By [Signature]
SARAH "SAM" SEEVERS, MAYOR
CITY OF DESTIN

ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
CITY LAND USE ATTORNEY

GALIC POINTE, L.L.C.

May 2, 2013
Date

By: [Signature]

, its [Signature]

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me on this 2nd day of May, 2013, by VICTOR G. PILLER of _____, who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]
Notary Public, State of Florida At Large

MARGARITA KANELIDIS

Please print or type name of notary

My commission expires:

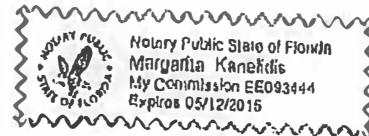
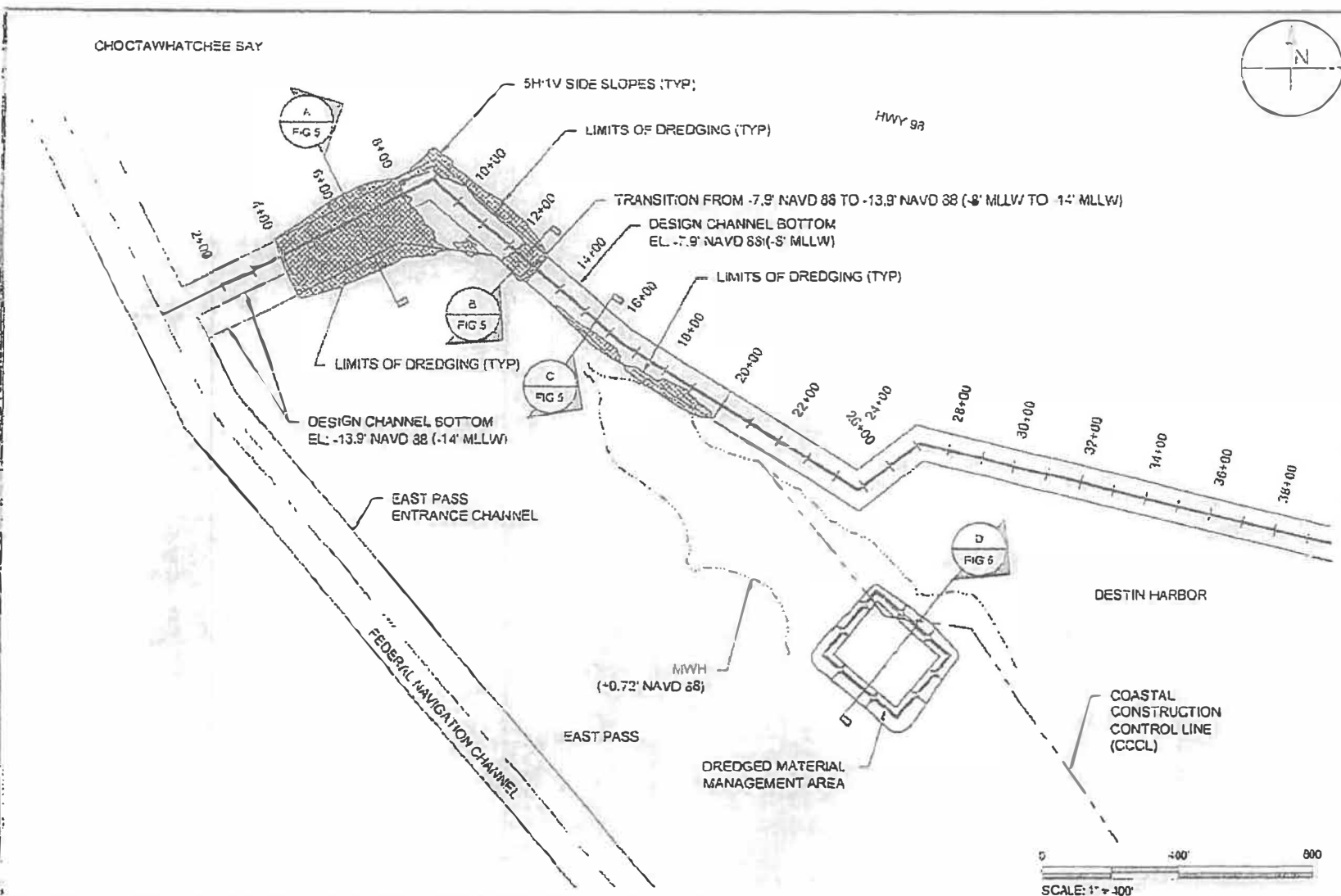


EXHIBIT "A"



SCALE: 1" = 100'

 TAYLOR ENGINEERING INC. 1221 AIRPORT ROAD SUITE 210 DESTIN, FL 32541 CERTIFICATE OF AUTHORIZATION 22415	FIGURE 4 PROPOSED DREDGE AND DREDGE MATERIAL MANAGEMENT AREAS DESTIN HARBOR ENTRANCE EMERGENCY DREDGING CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA	PROJECT: C2013-019 DRAWING: AF SHEET: 1 of 7 DATE: APR 2013	DATE: 04/10/2013 DRAWN BY: J. B. BOWEN CHECKED BY: J. B. BOWEN APPROVED BY: J. B. BOWEN
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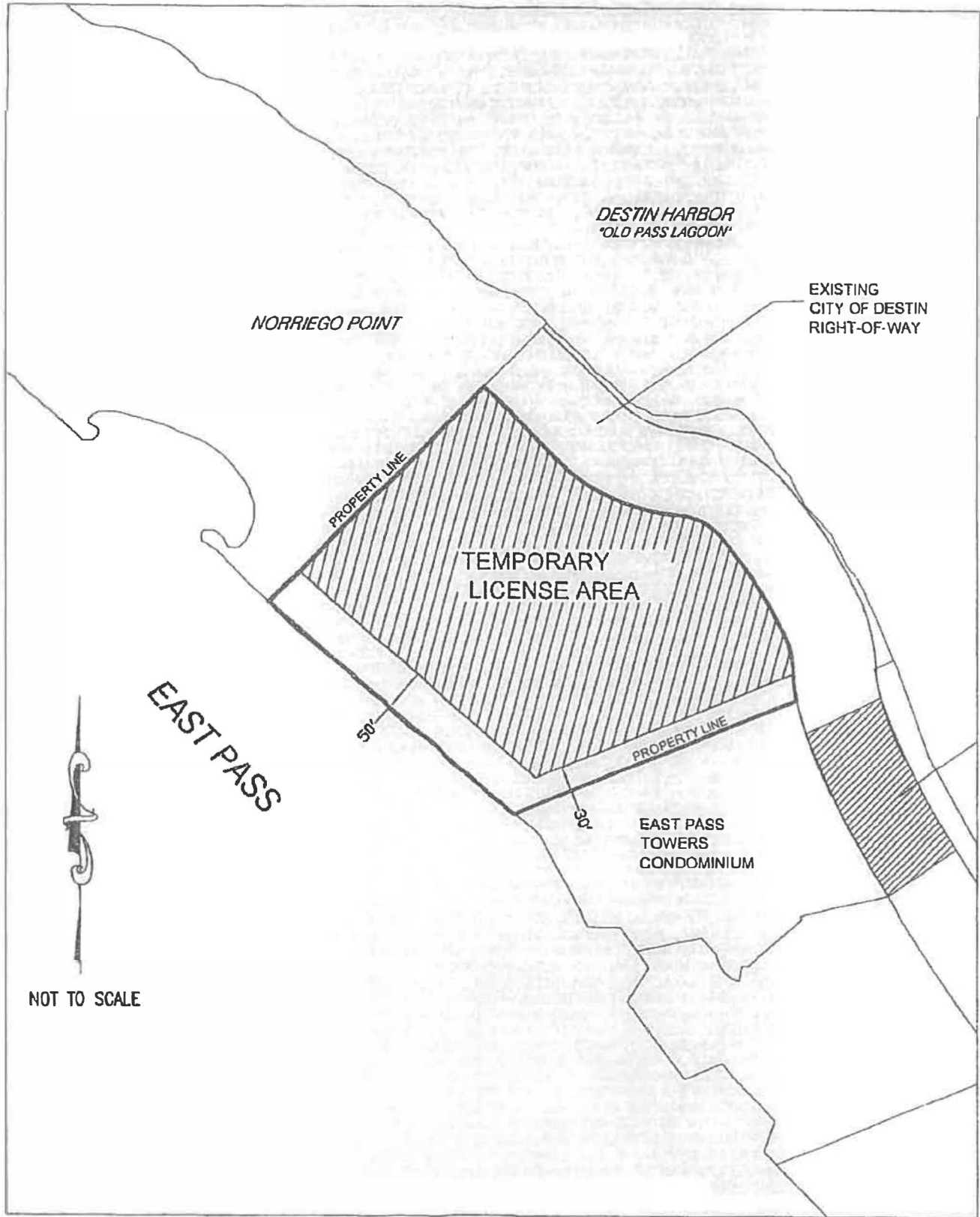
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CONDOMINIUM PARCEL (AS WRITTEN)

A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 12, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 1, AS RECORDED IN PLAT BOOK 4, PAGE 59 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT-OF-WAY LINE OF DURANGO ROAD (65 FOOT RIGHT-OF-WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY SOUTH 65 DEGREES 22 MINUTES 19 SECONDS WEST, A DISTANCE OF 1871.25 FEET, THENCE NORTH 24 DEGREES 51 MINUTES 41 SECONDS EAST, A DISTANCE OF 1601 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.21 FEET THROUGH A CENTRAL ANGLE OF 148 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 534.33 FEET (CHORD BEARING = NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE = 504.32 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 59 DEGREES 35 MINUTES 42 SECONDS WEST, A DISTANCE OF 362.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2023.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 06 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 59 DEGREES 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 582.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 804.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 35 MINUTES 19 SECONDS, AN ARC DISTANCE OF 119.45 FEET (CHORD BEARING = NORTH 70 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS PHASE 1, A CONDOMINIUM, BEING THE POINT OF BEGINNING, THENCE ON THE WEST BOUNDARY THEREOF SOUTH 65 DEGREES 05 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEAWALL, AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, THENCE ON SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH 30 DEGREES 01 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 240 FEET, (2) NORTH 49 DEGREES 25 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 355.65 FEET, THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 349.23 FEET TO POINT (1) ON THE SOUTH LINE OF A PROPOSED 100 FOOT RIGHT-OF-WAY, THENCE ALONG SAID SOUTH LINE THE FOLLOWING TEN (10) CALLS: (1) SOUTH 51 DEGREES 29 MINUTES 58 SECONDS EAST, FOR A DISTANCE OF 571 FEET TO POINT (2) THE POINT OF CURVATURE WITH A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 279.00 FEET, THENCE (2) THROUGH A CENTRAL ANGLE OF 5 DEGREES 34 MINUTES 11 SECONDS, AN ARC DISTANCE OF 23.70 FEET (CHORD BEARING = SOUTH 48 DEGREES 14 MINUTES 25 SECONDS EAST, CHORD DISTANCE = 28.69 FEET) TO A POINT OF TANGENCY, THENCE (3) SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 90.65 FEET TO POINT (4) OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2600 FEET, (5) THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET (CHORD BEARING = SOUTH 65 DEGREES 39 MINUTES 39 SECONDS EAST, CHORD DISTANCE = 153.90 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7500 FEET, (6) THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 20 SECONDS, AN ARC DISTANCE OF 63.65 FEET (CHORD BEARING = SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, CHORD DISTANCE = 61.76 FEET) TO A POINT OF TANGENCY, (7) THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 30.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2310 FEET, (8) THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.16 FEET, (CHORD BEARING AND DISTANCE = SOUTH 30 DEGREES 39 MINUTES 22 SECONDS EAST, A DISTANCE OF 91.25 FEET) TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000 FEET, (9) THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 41.23 FEET, (CHORD BEARING AND DISTANCE = SOUTH 12 DEGREES 20 MINUTES 37 SECONDS EAST, A DISTANCE OF 41.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1200 FEET, (10) THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.65 FEET, (CHORD BEARING AND DISTANCE = SOUTH 05 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 29.98 FEET) TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 500 FEET, (11) THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET (CHORD BEARING AND DISTANCE = SOUTH 13 DEGREES 31 MINUTES 50 SECONDS EAST, A DISTANCE OF 1.42 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXHIBIT "C"



FILE # 2561265 RCD: 04/29/2009 @ 11:49 AM, BK: 2885 PG: 4274 RECORDING:
\$15.00 RECORDING ARTICLE V: \$12.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK
PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

SPECIAL WARRANTY DEED

THIS INDENTURE made this 16 day of April, 2009, between , Pointe On, LLC, a Florida limited liability company, hereinafter called "Grantor" and City of Destin, hereinafter called "Grantee",

WITNESSETH:

That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns, forever, the following described lands, situate, lying and being in Walton County, Florida, to-wit:

See attached Exhibit A

And subject to easements, reservations, restrictions of record and taxes for the current year.

TO HAVE AND TO HOLD, the same unto Grantee in fee simple.

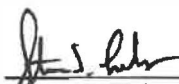
AND THE SAID GRANTOR does hereby covenant with the Grantee that, except as above noted, at the time of delivery of this Deed, the premises were free from all encumbrances made by Grantor.

AND EXCEPT AS PROVIDED ABOVE, GRANTOR warrants title to said land and will defend the same against lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in our presence:

POINTE ONE, LLC
a Florida limited liability company,
BY: POINTE II, LLC,
a Florida limited liability company
ITS: Manager



Witness Signature
Steven T. Lebo

Witness Printed Name


Witness Signature
Nathan M. Hill

Witness Printed Name



By: Lucius S. Evins, III
Its: Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 16 day of April, 2009,
by Lucius S. Evins, III, in the capacity indicated and who is personally known to
me.

(SEAL)

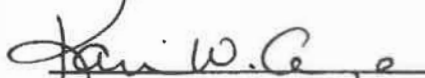

Notary Public



EXHIBIT A

DESCRIPTION: GULF SHORE DRIVE RIGHT OF WAY EXTENSION (AS WRITTEN)

A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 33 DEGREES 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE 1, A CONDOMINIUM AND THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET, (CHORD BEARING AND DISTANCE = NORTH 13 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.42 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE = NORTH 06 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 29.98 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE = NORTH 12 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 43.87 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE = NORTH 30 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 97.25 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 63.65 FEET, (CHORD BEARING AND DISTANCE = NORTH 61 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.76 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET, (CHORD BEARING AND DISTANCE = NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 155.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 297.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 28.70 FEET, (CHORD BEARING AND DISTANCE = NORTH 48 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.69 FEET); THENCE NORTH 51 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 5.71 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.61 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 33.14 FEET, (CHORD BEARING AND DISTANCE = SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE = SOUTH 65 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 86.28 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 148.52 FEET, (CHORD BEARING AND DISTANCE = SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 144.10 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE = SOUTH 30 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.42 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 79.52 FEET, (CHORD BEARING AND DISTANCE = SOUTH 13 DEGREES 21 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.00 FEET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE 1, A CONDOMINIUM; THENCE SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST ON SAID NORTHERLY EXTENSION, A DISTANCE OF 103.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 1.33 ACRES. ECA 7/25/06

FILE # 2563265 RCD: 05/08/2009 @ 11:56 AM, BK: 2887 PG: 2197 RECORDING:
 \$10.50 RECORDING ARTICLE V: \$8.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK
 PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

CORRECTIVE
SPECIAL WARRANTY DEED

THIS INDENTURE made this 5th day of May, 2009, between , Pointe One, LLC, a Florida limited liability company, hereinafter called "Grantor" and City of Destin, hereinafter called "Grantee",

WITNESSETH:

That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns, forever, the following described lands, situated, lying and being in Okaloosa County, Florida, to-wit:

See attached Exhibit A

And subject to easements, reservations, restrictions of record and taxes for the current year.

TO HAVE AND TO HOLD, the same unto Grantee in fee simple.

AND THE SAID GRANTOR does hereby covenant with the Grantee that, except as above noted, at the time of delivery of this Deed, the premises were free from all encumbrances made by Grantor.

AND EXCEPT AS PROVIDED ABOVE, GRANTOR warrants title to said land and will defend the same against lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
 in our presence:

POINTE ONE, LLC
 a Florida limited liability company,
 BY: POINTE II, LLC,
 a Florida limited liability company
 ITS: Manager

Witness Signature

Fred Preiss

Witness Printed Name

Witness Signature

Wayne A. Withers

Witness Printed Name

STATE OF ALABAMA
 COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 5 day of May, 2009, by Lucius S. Evins, III, in the capacity indicated and who is personally known to me.

(SEAL)

Lucius S. Evins, III
 Notary Public

19179-Corrective Deed to City of Destin.svd.wpd

My Commission Expires: 7-18-2010



EXHIBIT A

DESCRIPTION: GULF SHORE DRIVE RIGHT OF WAY EXTENSION (AS WRITTEN)

A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM AND THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET: THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET, (CHORD BEARING AND DISTANCE = NORTH 13 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.42 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE = NORTH 06 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 29.98 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE = NORTH 12 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 43.87 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE = NORTH 30 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 97.25 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 63.65 FEET, (CHORD BEARING AND DISTANCE = NORTH 61 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.76 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET, (CHORD BEARING AND DISTANCE = NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 155.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 297.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 28.70 FEET, (CHORD BEARING AND DISTANCE = NORTH 48 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.69 FEET); THENCE NORTH 51 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 5.71 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.61 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 33.14 FEET, (CHORD BEARING AND DISTANCE = SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE = SOUTH 65 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 86.28 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 148.52 FEET, (CHORD BEARING AND DISTANCE = SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 144.10 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE = SOUTH 30 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.42 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 79.52 FEET, (CHORD BEARING AND DISTANCE = SOUTH 13 DEGREES 21 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.00 FEET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM; THENCE SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST ON SAID NORTHERLY EXTENSION, A DISTANCE OF 103.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 1.33 ACRES. ECA 7/25/06

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 17, 2011
CITY HALL ANNEX
COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Sarah "Sam" Seevers
Councilmember Larry Williges
Councilmember Jim Bagby
Councilmember Sandy Trammell

Councilmember Dewey Destin
Councilmember Larry Hines
Councilmember Tom Weidenhamer
Councilmember Jim Wood

Destin City Staff

City Manager Maryann Ustick
HR Manager Chuck Garcia
Community Dev Director Ken Gallander
Finance Director Bragg Farmer
Public Services Director Steve Schmidt
Grants/Program Manager Lindey Chabot
Planning Manager Ashley Grana

City Clerk Rey Bailey
Public Info Mgr Doug Rainer
Planner Hank Woollard
IT Manager Webb Warren
Library Director Jurate Burns
City Attorney Jerry Miller
Land Use Attorney Scott Shirley

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Seevers called the meeting to order at 6:00 PM. Councilmember Wood delivered the invocation; which was followed by the Pledge of Allegiance.

SPECIAL PRESENTATIONS

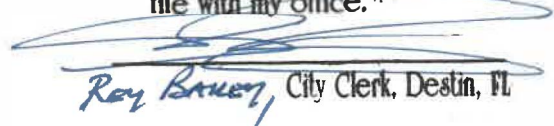
1. City of Destin Employee of the 4th Quarter – Nick Coleman, Recreation Department

The Mayor presented the Employee of the Quarter certificate and cash award to Nick Coleman from the City's Recreation Department. Mr. Coleman was selected as the City of Destin Employee of the 4th Quarter.

PUBLIC HEARINGS

2. Second reading of Ordinance 10-05-LC, which amends the existing land development code by indicating in which zoning districts new electric distribution substations are allowed as a Permitted Use. The proposed ordinance would also create definitions for the various types of power generation systems and establish general compatibility design criteria for electric distribution substations.

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


Rey Bailey, City Clerk, Destin, FL

The City Attorney read Ordinance 10-05-LC by title, and then presented it to the council members on second reading.

The City Manager stated that staff has not been able to work out an agreement with Gulf Power on the landscaping issues for the Crystal Beach substation. She requested this item be continued to November 21st to give staff an adequate time to bring back the agreement.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Councilmember Weidenhamer moved to continue the public hearing on Ordinance 10-05-LC to the November 21st City Council meeting; seconded by Councilmember Bagby. Motion passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted “yes”).

3. Second reading of Ordinance 11-07-LC, which amends the existing land development code by indicating permitted uses within the Town Center Mixed Use zoning district; creating new definitions for parts and accessories stores, automotive and marine, for pawn shops, and thrift stores; and amending definition of used merchandise stores.

The City Attorney read Ordinance 11-07-LC by title, and then presented it to the council members on second reading.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the Mayor closed the public hearing and turned the matter over for council members' consideration.

Councilmember Weidenhamer moved for adoption of Ordinance 11-07-LC on second reading; seconded by Councilmember Williges.

Councilmember Trammell wanted to make sure the new thrift store or used merchandise store is no closer than 500 feet of an existing store as the existing code prohibits it. According to City Planner Hank Woollard, the new store would at least be 500 feet away from the existing store.

Councilmember Wood asked if the reason they were asking for immediate adoption of this ordinance was there are businesses that wanted to relocate to the Town Center immediately. The Community Development Director replied affirmatively.

The Mayor called for a vote on the motion, which passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted “yes”).

4. Second reading of Ordinance 11-20-CN, Repealing Code of Ordinance Section 2-130 Relating to Special Assessment

The City Attorney read Ordinance 11-20-CN by title, and then presented it to the council members on second reading.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Teresa Abraham, a Destin resident, informed the council they did not want this particular section of the code to permanently go away when they petitioned the repeal of the special assessment ordinance; adding they want Section 2-130 of the code to revert back to its original form.

Hearing no other comments from the public, the Mayor closed the public hearing and turned the matter over for council members' consideration.

Councilmember Trammell moved for adoption of Ordinance 11-20-CN on second reading; seconded by Councilmember Weidenhamer.

Councilmember Destin asked why Section 2-130 could not have revert back to its original form upon repeal of the assessment ordinance.

According to the City Attorney, this "housekeeping" procedure of repealing the entire section is much easier and less confusing; adding that once they have adopted the proposed ordinance, any member of the council could then direct staff to prepare an ordinance creating a new code section for council's consideration and action.

The Mayor called for a vote on the motion to adopt Ordinance 11-20-CN on second reading, which passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted "yes").

At this time, Councilmember Williges offered a motion to direct the City Attorney to prepare an ordinance bringing back Section 2-130 of the City code as it was originally written; seconded by Councilmember Destin.

Councilmember Trammell stated that putting Section 2-130 back to its original form might not be as easy as it may sound especially if there were some modification to the language since it was written and before its subsequent amendment in the assessment ordinance.

Councilmember Wood pointed out that Exhibit A of Ordinance 11-20-CN provides the version of Section 2-130 prior to the amendments.

According to the City Attorney, the legislative history reflects the adoption of Ordinance 389 on May 6, 2002, which provides the current Section 2-130 of the code. He stated they might have had a regulation on the books that was replaced by Ordinance 389; but, he would need to inspect Ordinance 389 to be sure.

Councilmember Trammell suggests the motion be amended to include a language to revert back to Section 2-130 as of a certain date.

The City Attorney agreed and recommends going back to the version of Section 2-130 as of January 1, 2011.

Councilmember Destin also suggests making a reference to Exhibit A to Ordinance 11-20-CN.

Councilmember Williges offered an amended motion to direct the City Attorney to prepare an ordinance bringing back Section 2-130 of the city code back to its version as of January 1, 2011, and as referenced in Exhibit A to Ordinance 11-20-CN; seconded by Councilmember Destin. Motion passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted “yes”).

5. Second reading of Ordinance 11-22-CN, modifying the City of Destin City Council Election date in 2012 to coincide with the 2012 presidential primary election

The City Attorney read Ordinance 11-22-CN by title, and then presented it to the council members on second reading.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Hearing none, the Mayor closed the public hearing and turned the matter over for council members' consideration.

Motion by Councilmember Trammell, seconded by Councilmember Wood, to adopt Ordinance 11-22-CN on second reading passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted “yes”).

CONSENT AGENDA*

6. Request approval of the minutes of the September 19, 2011 regular city council meeting
7. Acceptance of dedication of Gulf Shore Drive right of way extension (retroactive to May 13, 2009)

Motion by Councilmember Wood, seconded by Councilmember Trammell, to approve Consent Agenda item #6, and pull item #7 for discussion passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted “yes”).

Some discussion follows relating to Consent Agenda item #7.

Councilmember Bagby asked to see a map of Exhibit A and a copy of any easements reservations and restrictions on both the Special Warranty Deed and Corrective Special Warranty Deed before the council votes on this issue.

The Land Use Attorney states he would need to do a title search to obtain these documents. He recommends council's acceptance of the dedication of the Gulf Shore Drive extension right-of-way, and then he would bring the information to the council afterwards.

Councilmember Bagby maintains the title search should have been done, either by the developer or the City prior to the dedication.

The Land Use Attorney stated this conveyance was part of the condition of a development order, and that they are simply following up in that condition.

Councilmember Destin asked if there was a possibility the development order would be invalidated if something was found to be wrong with this transaction. The Land Use Attorney stated that it could call in to question compliance with that particular condition of the development order.

Councilmember Weidenhamer moved to accept the dedication of the Gulf Shore Drive extension right-of-way from Pointe One, LLC, *nunc pro tunc* effective May 13, 2009; seconded by Councilmember Trammell.

Councilmember Destin asked if they could wait until after they see the documents requested by Councilmember Bagby to accept the dedication. The Land Use Attorney stated they wanted to do this now because they were going to place some spoil material in this area, and they wanted to make absolutely clear the council had accepted the right of way. He also stated they have issued a right of way construction permit to coincide with the placement of this material. He added if they find something in this transaction that fails to satisfy the condition, they would bring that back to the council and would get the conveyance corrected to satisfy the condition.

Hearing no further comments from the council members, the Mayor called for a vote on the motion, which passes 5-2 (Council members Trammell, Weidenhamer, Wood, Hines, and Williges voted “yes”; Council members Destin and Bagby voted “no”).

RESOLUTIONS

8. Resolution 11-11 – Signature Authority

The City Attorney read Resolution 11-11 by title.

According to the City Manager, the council has previously established signature authority for check-signing and other purposes through passage of a Resolution that identifies those parties delegated such authority; and that the passage of Resolution 11-11 would give her that authority as the new City Manager.

Motion by Councilmember Trammell, seconded by Councilmember Weidenhamer, to adopt Resolution 11-11 passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted “yes”).

COMMITTEE REPORTS

SCHEDULED PRESENTATIONS **

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

9. Councilmember Trammell

10. Councilmember Weidenhamer

Councilmember Weidenhamer requested an update regarding the methodology being used by the MRD and its acceptance by CP&E. According to the Public Services Director, they have reviewed the MRD Scope of Work with CP&E during the process before signing. He stated they made several modifications to the ADCP transect as a result of those conversations; and that everybody is now on board with the current plan.

Councilmember Weidenhamer asked what could happen if the MRD data turned is found to be inconsistent with the data CP&E originally recorded. According to the Public Services Director, if there is a significant difference in the data, CP&E is committed to re-run the Delft 3-D model and provide an update to the City.

According to Councilmember Wood, if they put a different data from the MRD into the model without changes in the methodology, he would expect to see different results. However, that different or even significantly different data might not show as big a change in the model if they change the methodology.

The City Manager announced that MRD, Inc. would be making a presentation to the council as part of their contract with the City; and at that time would be able to provide more clarity to the questions being asked tonight.

11. Councilmember Destin

According to Councilmember Destin, some drivers are still turning left on to Hwy 98 off of Calhoun Avenue, creating a very dangerous situation at that intersection. He asked staff to try to come up with a solution to this issue; possibly adjusting the curbing at the center to make it almost impossible for drivers to make that left turn movement.

12. Councilmember Bagby

13. Councilmember Wood

Councilmember Wood announced that he attended the Special Forces Camp Ribbon Cutting in Crestview; adding it was a wonderful event with thousands of people in attendance.

Councilmember Wood also announced that the Okaloosa –Walton TPO is scheduled on October 20th in the City Hall Annex Council Chambers, at 3:00 PM; and that the public is invited to attend.

Councilmember Wood stated they have previously discussed different issues regarding Norriego Point, but never about the private use of the public beach on Norriego Point. He stated it was time to address this particular issue.

Councilmember Wood then moved to direct the City Manager, staff and including himself to conduct a thorough review of all issues of joint ownership of Norriego Point. That review should include but not be limited to the following:

- **Participate with any ongoing renewal of the submerged land lease that Harborwalk is currently doing with DEP.**
- **Review all submerged land leases for specific language that enables the private use, and whether or not those agreements are current.**
- **If not current, determine what it means for continued use of the public beach for those private purposes.**
- **Determine how the City of Destin ownership by deed co-exists and operates in conjunction with the State retained recreational control of Norriego Point. Find out if State retained recreational control trumps deeded ownership, and if so, how?**
- **Determine how infringement of the public's use of a public beach measured.**
- **Determine whether the private use of Norriego Point by any business entity in a private sense constitute an infringement of the public's protected use.**

Motion was seconded by Councilmember Trammell.

Councilmember Destin stated this issue might be better addressed with negotiations with the people trying to use the property. He stated that through private discussion with the parties involved, he was given assurances there would be no exclusion on their part at all of the public's ability to use that property. He also expressed concern that the motion seemed to direct staff to get involved in some very complex legal issues. He stated that he would prefer not to expend any time, efforts and money if they could resolve this issue in another manner that is not so complicated.

Councilmember Trammell believes the purpose of the motion was to gain more information about this issue and not to get involved with a legal battle with anyone.

According to Councilmember Wood, the intent of his motion was to conduct a thorough review of this issue to determine the rules, obtain the data and bring it back to the council. He added if they find there is an issue of use during the review, the council would then have to decide how to proceed.

According to the Land Use Attorney, if there was a condition in the Submerged Land Lease that allows Harborwalk some use of the beach at Norriego Point, and if there was a conflict in the use of that area, they would have the opportunity to communicate and straighten things out with the agency now as part of their renewal process which may not have later on. He also stated they would communicate with the DEP about the title issue and determine what the State believes is their authority over that piece of land. He added he has had some communications with the agency concerning the Submerged Land Lease, and that they are very receptive to having some discussion with the City about making sure the public's use of the area is protected.

Councilmember Weidenhamer suggests the City takes full advantage of the opportunity to provide some inputs to the renewal process.

Hearing no further comments from the council members, the Mayor called for a vote on the motion, which passes 6-1 (Council members Trammell, Weidenhamer, Wood, Bagby, Hines and Williges voted "yes"; and Councilmember Destin voted "no").

14. Councilmember Hines
15. Councilmember Williges
16. Mayor Seevers

The Mayor informed the council she had the privilege of listening to former mayor of St. Petersburg, Rich Baker while attending the Florida League of Mayor's Strategic Planning Conference. She stated that in his book "The Seamless City," Mr. Baker tells how he turned the city completely around in his 9 years as mayor through redevelopment plans. She stated that regulatory issues, poor code, and permitting problems prohibited a lot of different businesses from relocating to the area. A committee was formed consisting of a group of contractors and builders in the area. This group sat down and looked at all the building codes and the permitting process, and presented ideas for improvements to make the processes user friendly and created an arena for new businesses to locate. She offered this as a topic of discussion for the council and for them to consider forming a similar committee in Destin.

Councilmember Destin stated this is the best idea he had heard in several years and **moved that the City form a committee that will review regulatory issues regarding building codes and permitting, and provide recommendations to council on how to better streamline the processes making them more user friendly. Councilmember Bagby provided a second to the motion.**

Councilmember Bagby suggests they include adjunct members to the committee such as Ms. Kay Rasmussen from the EDC who could then assist with the process by sharing their knowledge and experience.

Councilmember Bagby asked the City Manager to have the Senior Leadership Team look at integrating external customer input into the City's ongoing Sterling's continuous improvement process.

Councilmember Trammell suggests that this be an ongoing process and not put a time limit for the committee to come back with recommendations. She stated the City should make sure they do not do the same thing they did with the Norriego Point Blue Ribbon Panel by expecting this committee to come up with recommendations in such a short period of time.

The City Manager suggests they include people to this committee that are users of the system as opposed to a generalized community.

Councilmember Wood expressed concern the responsibilities of this new committee would conflict with the responsibilities of the Local Planning Agency.

According to the Mayor, the committee should not be asked to create new rules but merely to make recommendations on how to streamline the process; adding these recommendations could then be submitted to the LPA for review and then to the council for potential adoption.

The Community Development Director stated there are people from different professions such as surveyors, land planners, landscape architects, engineers, lawyers, and developers who

participate in this activity. He suggests the council consider all these levels that have inputs in the process. He also suggests allowing staff to propose the makeup of this committee; and to have staff be at an equal level with the selected members of this committee. He added they would then have very candid, straight-forward conversations leading to the establishment of these recommendations.

Councilmember Bagby stated there are statutory requirements involve in the process and agrees that it should be a collaboration between the City staff and the committee they appoint to improve their permitting and their processes in this community.

Councilmember Destin stated that staff and the customers need to work together; but, the recommendations should ultimately be made to the council. He continued if staff would like to provide some criteria for membership, the council could certainly take it under consideration in making their appointments.

Hearing no further comments from the council members, the Mayor called for a vote on the motion, which passes unanimously 7-0 (Council members Trammell, Weidenhamer, Destin, Wood, Bagby, Hines, and Williges voted “yes”).

STAFF REPORTS AND RECOMMENDATIONS

17. City Attorney comments

18. Destin Harbor Boardwalk Easement Language

According to the City Manager, the CRA Board approved the final draft of the Destin Harbor Boardwalk Easement Language on October 3rd. She stated that the City Council asked staff to obtain a clean copy of the document that includes all the exhibits for final council approval. She stated these documents are attached as Exhibit A. She also stated the council would have to approve all easements as they come through, and that there may be differences in legal descriptions and site specific issues.

Councilmember Bagby proceeded to ask the following questions:

- Exhibit B (Legal Description): Councilmember asked if this area has been surveyed.

According to the Public Services Director, the easement areas, the licensed areas, and the temporary construction easement areas have all been surveyed. He stated that the City’s engineers are developing a legal description for each separate area. He pointed out Exhibit B shows the legal description and included a drawing of the easement area per parcel.

- Paragraph 12 of the easement document as it relates to Exhibit G.

According to Councilmember Bagby, since the parcel owners are allowed to make improvements in the easement area, the language should be amended stating the City would not be responsible for the maintenance of any improvements made by the parcel owner.

According to the Land Use Attorney, the intent of this paragraph was for the City to maintain only the improvements they actually construct.

- Exhibit G, paragraph 4 that reads, *“All rights granted to the City will terminate upon the earlier of (i) completion of the boardwalk incremental section applicable to each property owner or (ii) termination of the easement agreement...”*

Councilmember Bagby stated they should not lose their right of entry for maintenance and repairs until the agreement is terminate; and so “(i)” in paragraph 4 should probably be deleted, or a language be added in the base document that gives the City the right of entry for maintenance and repairs.

- Exhibit G, paragraph 5 that reads, *“City shall be responsible for, and shall immediately repair and restore, any damage caused to the Temporary Easement Area and all adjoining lands with Owner’s Property, to the previously-existing condition...”*

Councilmember Bagby expressed concern this paragraph makes the City responsible for repairing everything within the easement and not just the damage costs by the City.

- Paragraph 13b of the easement document that reads, *“Attached hereto as Exhibit E is the City’s January 10, 2011 conceptual Marler Street Parking Plan, which the City shall construct.”*

Councilmember Bagby stated this language is very specific and too restrictive on the City. He pointed out that during previous CRA Board meetings, they have agreed to do their best to provide between 130 - 135 parking spots, possibly by 2014; however, they have never agreed to construct the parking lot in accordance to Exhibit E. He added this would provide the owners a trigger to vacate this agreement if they do not follow it to the letter.

- Exhibit D – *Rules, Regulations and Standards of Conduct*

Councilmember Bagby pointed out that during their previous discussions they have agreed to make some exceptions for such thing as the Destin Seafood Festival.

The Land Use Attorney agreed and stated that Exhibit D does not reflect the language previously agreed upon.

Councilmember Bagby moved to direct staff to bring the proposed easement language back to the next meeting; seconded by Councilmember Trammell.

Councilmember Hines inquired as to the consequences of delaying approval of the easement language.

Councilmember Destin also asked if the revisions proposed by Councilmember Bagby be acceptable to the owners.

According to the Land Use Attorney, he sees no problem with the other issues; however, paragraph 13b may be the most sensitive paragraphs among those previously discussed by Councilmember Bagby, and that any amendments to it may create some problems.

Councilmember Destin stated that any proposed changes to the easement document should be made by a motion and approved by a vote of the council.

The Mayor asked whether the CRA Board needs to reconvene to approve the proposed changes.

The Land Use Attorney stated it would not be necessary because the changes are clarifications in keeping with the intent of the document previously approved by the CRA Board; adding that the vote has to be "as approved by the CRA Board."

The Land Use Attorney also stated he has crafted the proposed amendments and suggests proceeding with the vote on this issue. He also recommends not making any revisions to paragraph 13b as they may potentially build additional delays into the process.

Councilmember Bagby withdrew his motion on the floor.

The council agreed to vote on the amendment related to each issue as proposed by the Land Use Attorney.

Motion by Councilmember Bagby, seconded by Councilmember Trammell, to modify paragraph 12a), line 1, of the easement agreement by inserting the phrase "made by the City" between "improvements" and "within the Easement Area" passed 6-0 (Council members Trammell, Weidenhamer, Wood, Bagby, Hines and Williges voted "yes"; Councilmember Destin abstained from voting).

Councilmember Destin announced he abstained from voting because he owns property on the boardwalk.

Councilmember Bagby moved to modify paragraph 13b, line 4, to read, "Attached hereto as Exhibit E is the City's January 10, 2011 conceptual Marler Street Parking Plan, which the City shall construct as closely as practicable." The motion dies for lack of a second.

Next, Councilmember Bagby moved to modify Exhibit D to conform to the rules that was adopted by the CRA Board. Councilmember Trammell provided a second to the motion, which passes 6-0 (Council members Trammell, Weidenhamer, Wood, Bagby, Hines and Williges voted "yes"; Councilmember Destin abstained from voting).

Councilmember Destin announced he abstained from voting because he owns property on the boardwalk.

Motion by Councilmember Trammell, seconded by Councilmember Weidenhamer, to approve the final draft of the easement document, as amended by the City Council on this

date (Oct 17, 2011), passes 6-0 (Council members Trammell, Weidenhamer, Wood, Bagby, Hines and Williges voted “yes”; Councilmember Destin abstained from voting).

Councilmember Destin announced he abstained from voting because he owns property on the boardwalk.

19. City Manager comments

The City Manager made the following announcements:

- Fall Festival, October 24th, at the Community Center, 6:00 PM.
- Open House, November 3rd, 11:30 to 1:30 PM, at the Community Center.
- Annual Pin Fish Classic, November 5th at AJ's from 8:30 to 10:00 AM (Call Morgan Sports Center or City Hall to volunteer)
- FDOT will host a *Designing for Pedestrian Safety Workshop* on November 3rd and 4th, in the City Hall Annex Council Chamber.

COMMENTS FROM THE AUDIENCE

Ms. Kay Rasmussen of the EDC commended the council for voting to form a committee to review and make recommendations on the City's regulatory process. She stated this decision would be beneficial to the City as they move forward. She then briefly discussed having the committee consider the possibility of using incentives. She stated that not all companies looking to relocate would automatically qualify to be considered for an incentive, as they have to meet certain criteria. She further stated that the company would have to invest a certain amount of money (capital investment), or provide a certain number of jobs, or provide a minimum wage level in order to qualify for the incentive. She added the idea is to make the area more business friendly and easier for the companies to locate and stay in this area.

According to Councilmember Bagby, they would not want to incentivize another resort related business; adding they would want to target high tech firms.

Ms. Rasmussen stated a city or county would have to build those criteria; and that as has been discussed before during the City's Strategic Visioning Sessions, an ideal diversification for the City's successful tourism industry is for example information technology type businesses or virtual companies that can do their business over the internet. She added that the City can identify the type of industry as well as the makeup of that specific company.

Mr. Bill Reddington, a Destin resident, spoke next. Referencing an earlier topic, he stated he agreed with doing a title search prior to council voting for acceptance of the dedication of the Gulf Shore Drive to avoid agreeing to taking over an excessive amount of dollars worth of lien. He stated that as an experienced realtor, he recommends the number one priority should be to make sure there is a title searched done on the property.

Mr. Bill Reddington also asked the City to find out from Waste Management why it would cost more to change the garbage pick-up on Crystal Beach to a Saturday.

Mr. Sky Monteith, a homeowner in Destin, brought back the issue Councilmember Destin discussed earlier relating to some drivers continuing to go east of Hwy 98 off of Calhoun Avenue regardless of the "No Left Turn" previously posted. He stated these are the types of violations that would have already been addressed had the City had its own police department.

Ms. Teresa Abraham, a City resident, wants the City to address its own Inspection Department. She stated a code of conduct with the builders and their own employees would be appropriate. She had a contractor doing such thing as holding sub-contractors' checks trying to get more money from her and the bank. She added they should be able to restrict these types of builders from being able to build in Destin.

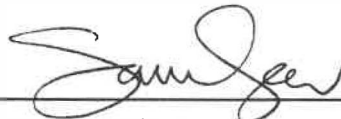
Ms. Abraham stated he has not had a sticker in her trash can for almost a year. She stated even though her bill is paid, Waste Management would not send a sticker in her PO Box. She asked the City to find out the reason Waste Management would not send her trash can sticker to her P.O. Box where they send the bill.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:15 PM.

ADOPTED THIS 7TH DAY OF NOVEMBER 2011

By:



Sarah "Sam" Seevers, Mayor

ATTEST:



Rey Bailey, City Clerk



FLORIDA DEPARTMENT OF Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Permittees/Authorized Entities:

Pointe Mezzanine, LLC and
Pointe Resort, LLC
c/o Robert Guidry
1901 Manhattan Blvd.
Building H, Suite 101
Harvey, Louisiana 70058
Mark.embree@arlaw.com

Pointe Resort Docking Facility

Authorized Agent:

Matthew Trammell
Taylor Engineering Inc.
4300 Legendary Drive, Suite C246
Destin, Florida 32541
mtrammell@taylorengeering.com

Environmental Resource Permit

**State-owned Submerged Lands Authorization – Granted Pending Document
Execution**

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Okaloosa County
Permit No.: 0251677-007-EI/46
Lease File No.: 460338621

Permit Issuance Date: January 03, 2019
Permit Construction Phase Expiration Date: January 03, 2024

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittees: Pointe Mezzanine, LLC and Pointe Resort, LLC

Grantee: Pointe Mezzanine, LLC

Permit No: 0251677-007-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at the west end of Gulf Shore Drive, Destin, Florida 32541, Parcel IDs 00-2S-24-0000-0034-0000 and 00-2S-24-0000-0034-0020, in Section 00, Township 02 South, Range 22 West in Okaloosa County, at 30°23'28.20" North Latitude, 86°30'31.80" West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct a 53-slip private residential multi-family docking facility and to dredge approximately 8,855 cubic yards of materials. In addition, the permittee is authorized to install a fixed sewage pumpout system connected to an upland collection system and place approximately 600 linear feet of riprap along an existing bulkhead which is the boundary between uplands and the dredge limits. The docking facility will consist of 50 permanent slips and 3 flexible mooring areas for a total of 53 slips. This facility will be used in conjunction with an upland 79-unit condominium. The proposed dredging will consist of 2,898 cubic yards of sovereignty submerged lands and 5,957 cubic yards of privately owned uplands for a total of 8,855 cubic yards of dredged materials. The proposed dredge depth is -8 feet NAVD88. The project is located within Destin Harbor, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the preemption of 100,174 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

The permittee's net positive public benefit required by rule 18-21.004(4)(b)2.e., F.A.C., shall be a cash contribution to the Trust for Public Land in the amount of \$500,000 for the Leonard Destin Park project. The permittee shall provide proof to the Department's Northwest District Office that the \$500,000 has been paid to the Trust for Public Land prior to the permittee's receipt of a fully executed lease.

AUTHORIZATIONS

Pointe Resort Docking Facility

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. On December 4th, 2018, the Board of Trustees granted authority for the Department, acting as staff to the Board in accordance with Sections 253.002, F.S., to proceed with issuance of a lease for the use for the activity described.

The final documents required to execute the lease will be sent to the permittee/lessee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the previously issued Recommended Consolidated Intent to Issue lease. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps entitled “Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit,” Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

4. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU’s above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
5. The permittee’s net positive public benefit project [pursuant to rule 18-21.004(4)(b)2.e., F.A.C.] is a contribution of \$500,000 to the Trust for Public Land for exclusive application towards water-access amenities at the Leonard Destin Park. Prior to receipt of a fully executed lease, the permittee shall submit proof to the Department’s Northwest District Office that the \$500,000 has been paid to the Trust for Public Land.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

6. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.
7. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to impervious surfaces, walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.
8. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
9. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
10. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:
 - a. Immediately cease all work contributing to the water quality violation.
 - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.
11. Unauthorized impacts to wetlands or the littoral zone as a result of the pier or dock construction shall be reported immediately to the Department.
12. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.
13. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.
14. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
15. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.
16. Riprap shall be placed along the toe of the entire bulkhead, approximately 600 linear feet. The slope of the riprap shall be no steeper than 2:1, Horizontal/Vertical.

17. "Riprap" shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and toxins or otherwise deleterious substances. Riprap shall have a diameter of at least 12 inches to 3 feet.

18. Handrails shall be installed along western waterward faces of the western-most finger piers on "A-dock" and "B-dock" concurrently with dock construction. Handrails shall be constructed to eliminate access by boaters and shall be maintained for the life of the facility. "No Mooring" signs shall be posted on the waterward faces of these structures. The "No Mooring" signs must be installed prior to occupancy.

19. The waterward corners of the dock shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.

SPECIFIC CONDITIONS – SEWAGE PUMPOUT FACILITIES

20. Employees and users of the docking facility shall be trained in the proper use and maintenance of the sewage pump-out system.

21. The sewage pump-out and the upland sewage collection system shall be connected to a department permitted wastewater treatment plant. Please note: direct sewage pump-out hook-up to a wastewater treatment plant may require a permit from the Department's Water Facilities Section.

SPECIFIC CONDITIONS – DREDGING & SPOIL CELL CONDITIONS

22. No dredging or filling of submerged grassbeds or live bottom communities is authorized by this permit.

23. No portion of any dredge related equipment, shall be stored, anchored on, or laid on or over seagrass beds without prior Department approval. Anchoring done to secure the dredge or equipment shall be done within the navigation channel or in areas where seagrass beds are not present during dredging and related activities.

24. Areas to be dredged shall be dredged in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings. The dredged material shall be placed in the self-contained, upland disposal site, as depicted on Sheet 15 of 21. The dewatering/disposal area shall be constructed in a manner which shall prevent the escape of dredged material and associated effluent into wetlands and surface waters. Discharge of water or dredged material to waters of the State shall not be allowed during disposal or transport.

25. The dredge area shall be excavated mechanically or hydraulically. All spoil material shall be properly contained during operation within the project area as well as during transportation to the upland spoil site in a manner that prevents return of the spoil material to wetlands and other surface waters.

26. If at any time spoil disposal cell banks are not stable (i.e., develop a break or leak), corrective actions shall be taken immediately and the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance Assurance Program, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, shall be notified. The

Department telephone number for reporting problems, malfunctions or exceedances under this permit is (850)595-8300 during normal working hours.

SPECIFIC CONDITIONS – MARINE TURTLES AND MANATEES

27. All on-site project personnel are responsible for observing water-related activities for the presence of marine turtles and manatee(s). All in-water operations, including vessels, must be shut down if a sea turtle or manatee comes within 50 feet of the operation. Activities will not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

28. Any **collision** with or injury to a marine turtle or manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with and/or injury to a sea turtle should also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com

SPECIFIC CONDITIONS – SHOREBIRDS

29. Shorebird Nesting Surveys. The term “shorebird” refers to all solitary nesting shorebirds and colonial nesting seabirds. If any project related activities involving movement of equipment or operation of vehicles on the beach are conducted at any time during shorebird breeding season, surveys shall be conducted, and buffers established for the protection of shorebirds, their nests, eggs and chicks. Shorebird breeding season dates for this project area is **February 15 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).

30. Pre-Construction Meeting. The Permittee is responsible for arranging a meeting with the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), and the Bird Monitor(s) before any work begins. The Permittee shall notify the USFWS, the FWC Regional Species Conservation Biologist (contact information available at: <http://www.myfwc.com/shorebirds>), and the Bird Monitor(s) at least 10 business days before the date of that meeting. The purpose of this meeting is to ensure that the Permittee and Bird Monitor(s) fully understand and agree with the protection measures and any additional site-specific measures that need to be taken before, during, and after construction.

31. Bird Monitor Qualifications. Nesting shorebird surveys should be conducted by trained, dedicated individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience. Bird Monitors shall meet the minimum qualifications outlined at <http://myfwc.com/shorebirds>

32. Bird Survey Protocols. Prior to any construction or shorebird surveys, a list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience shall be provided to the FWC (see <http://myfwc.com/shorebirds> for FWC Regional Biologist Contacts) and copied to DEP for review and consultation. Bird Monitors shall use the following survey protocols:

- a) Bird Monitors shall review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org>). An outline of data to be collected, including downloadable field data sheets, is available on the website.
- b) Breeding season surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre- construction activities. One or more shorebird survey routes shall be established in the FSD website to cover these areas. [Note that breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. Please see (<http://www.myfwc.com/shorebirds>) for breeding season dates.] Portions of the project area that will have no project-related activities (including any vehicle or equipment movement) during the nesting season may be excluded from the survey requirements.
- c) During the pre-construction and construction phases of the project, surveys for detecting breeding activity and the presence of flightless chicks shall be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. Once construction is completed and all personnel and equipment have been removed from the beach, surveys shall be conducted at least weekly through the end of the breeding season.
- d) Surveys shall be conducted by walking the length of the project area and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD *Breeding Bird Protocol for Shorebirds and Seabirds*. Use of binoculars is required.
- e) Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Species Conservation Biologist (see <http://myfwc.com/shorebirds> for FWC Regional Biologist Contacts) within 24 hours. All breeding activity shall be reported to the FSD website within one week of data collection.

33. Beach Driving. All vehicles driven on the beach shall be operated in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the vehicle must be operated at a speed less than 10 mph (<6 mph within 100 feet of a posted shorebird nesting area) and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of nesting shorebirds and sea turtles and the potential of chicks and sea turtle hatchlings to be outside posted areas and the need to avoid Take of (including disturbance to) these protected species.

34. Shorebird Buffer Zones and Travel Corridors. Within the project area, the Permittee shall establish a disturbance-free buffer zone around any location where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot wide buffer shall be established to prevent disturbance (this distance is based on published studies). All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. Smaller-site specific buffers may be established if approved in writing by the FWC Regional Species Conservation Biologist (contact information available at: <http://www.myfwc.com/shorebirds>). Separate buffers may be necessary for pedestrians and equipment or vehicular traffic.

- a) The Bird Monitor shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the width of the buffer zone shall be increased immediately to a sufficient size to protect breeding birds.
- b) Reasonable and traditional pedestrian access should not be blocked where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beachgoers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. As stated above, these site-specific buffers must be approved in writing by the FWC Regional Species Conservation Biologist.
- c) Designated buffer zones shall be marked (according to FSA Posting Guidelines: <http://flshorebirdalliance.org/resources/instructions-manuals.aspx>) with posts, twine and FWC-approved signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter (see Figure 1). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Species Conservation Biologist, these shall be clearly marked. The posting shall be maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- d) Travel corridors shall be designated and marked outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site. When flightless chicks are present within or adjacent to travel corridors, movement of vehicles shall be adequately monitored by the Bird Monitor, who shall advise the contractor whose responsibility it is to ensure no chicks are in the path of the moving vehicle and no tracks capable of trapping flightless chicks result.
- e) It is recommended that the Bird Monitor conduct a shorebird education and identification program with the Permittee and on-site staff to ensure protection of precocial (mobile) chicks.

35. Notification. If the Bird Monitor finds that shorebirds are breeding within the project area, a bulletin board shall be placed and maintained in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.

36. Equipment Storage and Placement. If it will be necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season.

37. Equipment Tracks. All tracks, holes, or ruts above mean high tide shall be removed from the beach after completion of the authorized activities, unless otherwise determined by FWC biologists. Before filling, all holes or ruts shall be inspected for the presence of flightless young.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

38. Prior to opening the docking facility for use, the permittee shall provide adequate upland parking facilities, which may require a stormwater treatment (ERP) permit from the Department.

39. The number of vessels moored at the docking facility shall not exceed the number of approved and constructed residential units of the upland condominium.

40. Waterborne craft moored over sovereign submerged lands at the docking facility, on either a temporary or permanent basis, shall not extend beyond the limits of the sovereignty submerged land lease. The slip sizes shown on the attached permit drawings and on the survey to be attached to the sovereignty submerged land lease indicate a length over all (LOA) for the slips designated. The permittee shall take all measures necessary to ensure all boats moored over sovereign submerged lands at the docking facility are completely within the limits of the submerged land lease.

41. Boat mooring at the docking facility shall be limited to no more than a total of 55 vessels. Any further expansion in vessel capacity will require an additional Net Positive Environmental Benefit evaluation.

42. Slips shall not be occupied by liveaboards. A liveaboard is defined as a vessel docked at a facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within any thirty (30) day period.

43. There shall be a minimum 12-inch clearance between the deepest draft of the vessels (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

44. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the facility.

45. No fueling facilities or fuel storage shall be allowed at the facility or within the associated uplands.

46. Boat maintenance or repair activities requiring removal of a vessel from the water, or removal of major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited for the life of the facility, except where removal is necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be hull cleaning, hull painting, and discharges or release of oils or greases associated with engine and hydraulic repairs, and related metal-based bottom paints associated with hull scraping, cleaning, and painting. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants and which are performed by owners or qualified marine mechanics are allowed.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at Wade.Dandridge@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Emile D. Hamilton
Director of District Management

EDH:wd

Attachments:

Project Drawings and Design Specs., 21 pages

Florida Fish and Wildlife Conservation Commission Recommendations, 5 pages

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Florida DEP, Kim.Allen@FloridaDEP.gov, agency_clerk@FloridaDEP.gov,
Kathy.Griffin@FloridaDEP.gov, Pearce.Barrett@FloridaDEP.gov
Kristen Sella, Florida Fish and Wildlife Conservation Commission, Kristen.sella@myfwc.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com
Joe Winkeler, joeawinkeler@ozeanllc.com
William Harrison, wharrison@harrisonrivard.com
Concerned Persons: daculamike@aol.com, phaseliner@aol.com, salty.gators@yahoo.com,
pmitchell@earthlink.net, crystalchel@gmail.com, rgalbers@charter.net, gtad@cox.net,
jimlibba@gmail.com, rick.chappell@vanderbilt.edu, jsawyer@expressoil.com,
larrvmcanally@gmail.com, grandoneal@comlinkinc.net, darrylshelton01@gmail.com,
bobg51541@gmail.com, fm@lorion.com, judybdecker@aol.com, nlmktg@aol.com,
john.pipes@icloud.com, john.goolsby@cox.net, silvanaallen@yahoo.com, jeffryaski@aol.com,
jdfurn@aol.com, krhodey@aol.com, beckyjohanson1648@gmail.com, gtad@cox.net,
jbaldwin.bam@gmail.com, drew.clark13@icloud.com, jbc3417@gmail.com,
russw818@gmail.com, gcpetty@gmail.com, cristyrpsgt@gmail.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Syed Shabbir Azher Rizvi
Clerk

January 3, 2019
Date

FILE #3256145 RCD: 1/31/2019 10:10 AM, BK: 3383 PG: 2425, RECORDING: \$78.00 RECORDING ARTICLE V: \$68.00
 D Doc Stmp: \$0.70 DEPUTY CLERK ASECRIST
 JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Return to:

Department of Environmental Protection
 160 West Government Street, Suite 308
 Pensacola, FL 32502
 c/o Wade Dandridge

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this 22nd day of January, 2019, by Pointe Mezzanine, LLC having an address at 1901 Manhattan Blvd., Building H, Suite 101, Harvey, LA 70058 ("Grantor") to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Board of Trustees"), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000. As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term Board of Trustees shall include any successor or assignee of the Board of Trustees.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Okaloosa County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein ("Property");

WHEREAS, the Grantor desires to construct a private residential multi-family docking facility on sovereignty submerged lands adjacent to the Property as authorized by Board of Trustees' Sovereignty Submerged Land Lease #460338621 in accordance with Chapter 253, Florida Statutes; and

WHEREAS, the Board of Trustees' sovereignty submerged lands authorization for construction and/or operation of the Project requires a conservation easement in accordance with rule 18-21.004(4)(c) and (g), F.A.C.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the Board of Trustees upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to limit the Grantor's use of riparian rights to construct and operate any docks, piers or other structures on the state-owned submerged lands in excess of the maximum slip and preempted area limits as allowed by subparagraphs 18-21.004(4)(b)1. And 2., F.A.C., and as authorized by the Board of Trustees Sovereignty Submerged Land Lease #460338621 between the Board of Trustees as lessor and Pointe Mezzanine, LLC as the lessee and any future modifications.

2. Rights of the Board of Trustees. To carry out this purpose, the following rights are conveyed to the Board of Trustees by this easement:

a. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement;

b. The right to access, enter upon, and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this conservation easement; and

c. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. This conservation easement prohibits the construction and operation of any docks, piers, or other structures that would originate from or cross the easement and extend onto state-owned submerged land in excess of the maximum slip and preempted area limits as authorized by the Board of Trustees Sovereignty Submerged Land Lease #460338621 between the Board of Trustees as lessor and Pointe Mezzanine, LLC as the lessee and any future modifications. Nothing herein shall preclude modification within the lease area if the modification does not change the use, does not increase the preempted area, and is otherwise consistent with the conditions of the lease. Any activity on or use of the Property inconsistent with the purpose of this conservation easement also is expressly prohibited.

4. Riparian Rights. This conservation easement shall not affect the Grantor's rights to reasonable ingress and egress from the Property by means other than as restricted by this conservation easement.

5. Reserved Rights. Grantor reserves to itself all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, nor inconsistent with the intent and purposes of this conservation easement.

6. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

7. Responsibilities of Parties. Grantor shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property. In addition, the Board of Trustees shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

8. Taxes. Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the Board of Trustees with satisfactory evidence of payment upon request.

9. Liability. Grantor shall be responsible for any and all liability, loss, damage, expense, judgement or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from the Grantor's use and ownership of or activities on the Property, the use by or activities of Grantor's agents, guests, lessees or invitees on the Property, or the use by or activities of third parties on the Property, and shall indemnify and hold the Department harmless from same. Neither Grantor nor any person or entity claiming by or through Grantor shall hold the Board of Trustees liable for any damage or injury to person or personal property which may occur on the

Property. Furthermore, the Grantor shall indemnify and hold harmless the Board of Trustees for all liability, any injury or damage to the person or property of third parties which may occur on the Property.

10. Hazardous Waste. Grantor covenants and represents that to the best of Grantor's knowledge no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor further indemnifies the Board of Trustees for any and all liability arising from any subsequent placement or discover of hazardous or toxic material on the Property. In the event such material is discovered, Grantor shall be responsible for bringing the Property into compliance with all environmental laws related to hazardous substances and toxic wastes.

11. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the Board of Trustees, and any forbearance on behalf of the Board of Trustees to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of Board of Trustees' rights.

12. Enforcement Costs. If the Board of Trustees prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of removing any authorized structures from the Property. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 253, Florida Statute, or at law or in equity.

13. Assignment of Rights. Board of Trustees will hold this conservation easement exclusively for conservation purposes. Board of Trustees will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws.

14. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto in a timely fashion in the Official Records of Okaloosa County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

15. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

16. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

17. Subsequent Deeds. Grantor shall reference the conservation easement by Official Records book and page in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the Board of Trustees of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

18. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this

Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

19. Alteration or Revocation. This Conservation Easement may be amended or modified only by written agreement between the parties hereto, which modification shall be filed in the public records in Okaloosa County. Further, this Conservation Easement may be released, in whole or in part, by the Department at any time and upon prior notice if such notice is required by other provisions of this Conservation Easement.

20. Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Florida.

TO HAVE AND TO HOLD unto the Board of Trustees forever. The covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Board of Trustees that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

POINTE MEZZANINE, LLC, a Florida limited liability company

Jennifer L. Carroll
Signature of Witness

By:

Robert Guidry, as Manager

Jennifer L. Carroll
F.....me

Glenda Bartley
Signature of Witness

Glenda Bartley
Printed/Typed Name

Parish
STATE OF ~~FLORIDA~~ LOUISIANA
COUNTY OF ~~OKALOOSA~~ ORLEANS

The foregoing instrument was acknowledged before me this 22nd day of January, 2019, by Robert Guidry, as Manager of POINTE MEZZANINE LLC, Florida limited liability company, on behalf of the company who is personally known to me or has produced _____ as identification.

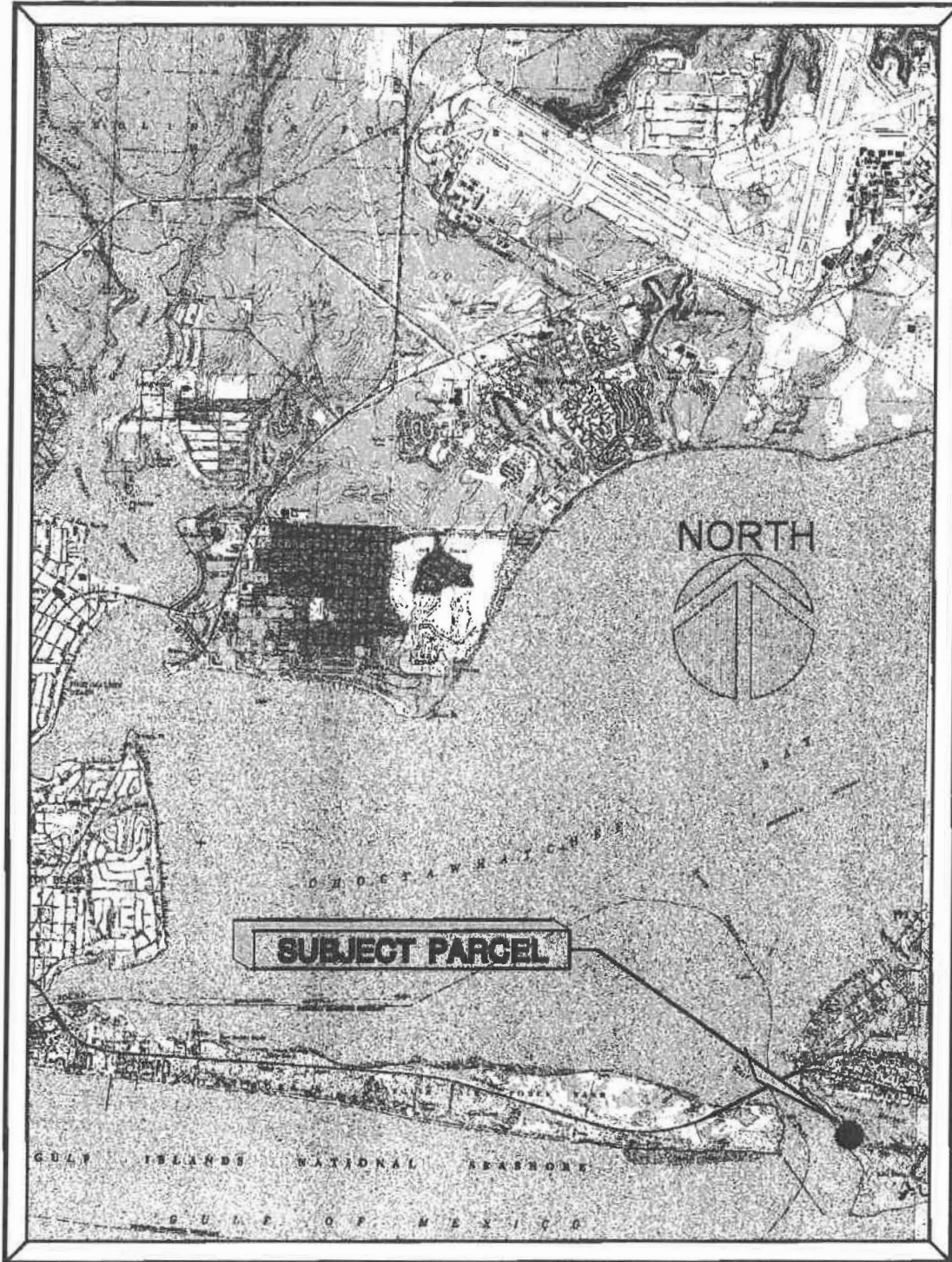
Mark Embree
NOTARY PUBLIC

Mark Embree
PRINTED OR STAMPED NAME OF NOTARY
MY COMMISSION EXPIRES:

MARK S. EMBREE
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is Issued for Life
Louisiana Notarial Identification No. 23187

EXHIBIT A
(PROPERTY)

SEE ATTACHED



VICINITY MAP
SCALE: 1" = 3000'

GUSTIN, COTHERN & TUCKER, INC.

LAND SURVEYING (850) 678 - 5141

L.B. #3501



121 HART STREET

www.gct-survmap.com

NICEVILLE, FL 32578

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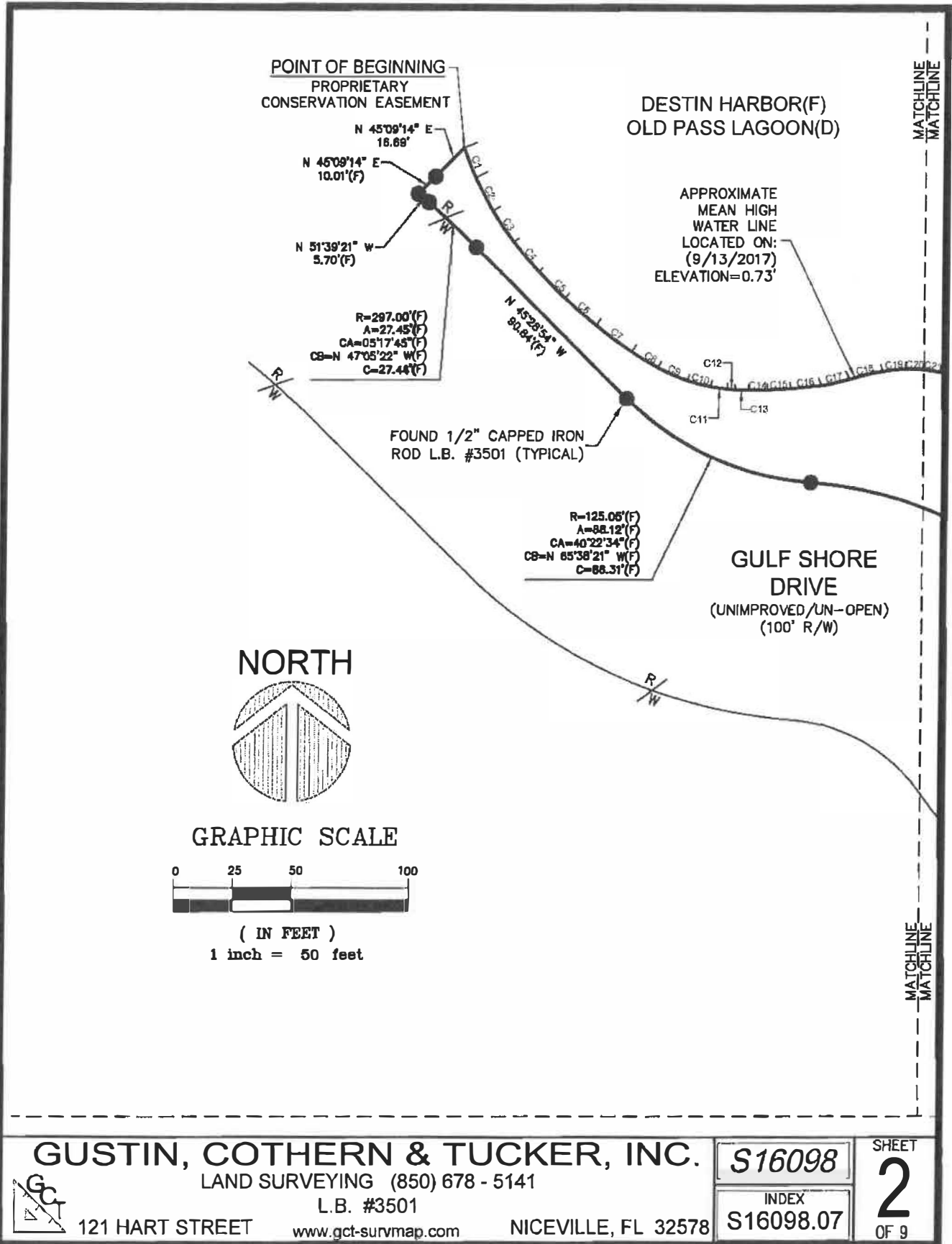
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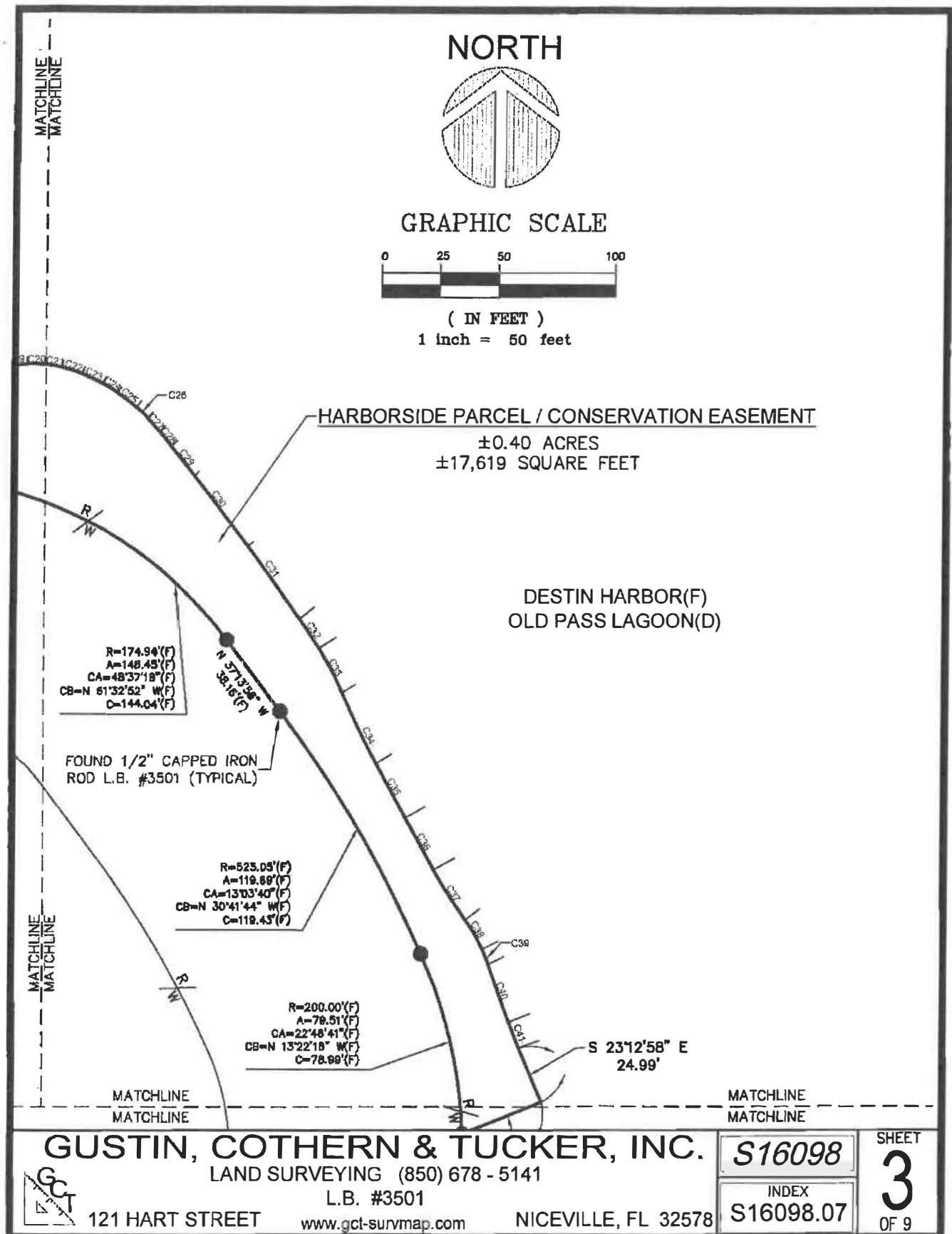
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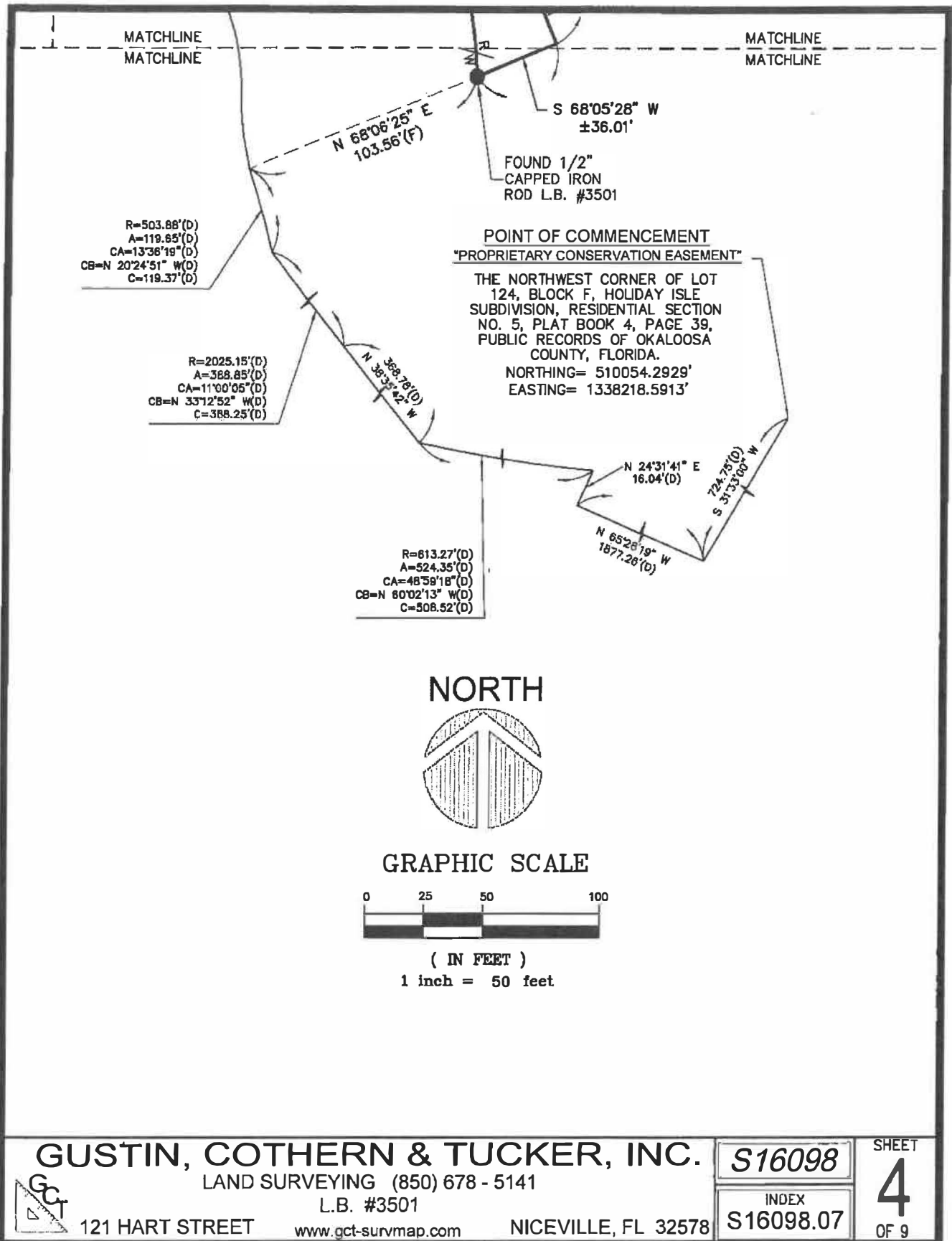
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LEGAL DESCRIPTION (AS SURVEYED): "PROPRIETARY CONSERVATION EASEMENT"

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES, 02 MINUTES, 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THEN (2) NORTH 38 DEGREES, 35 MINUTES, 42 SECONDS WEST, A DISTANCE OF 388.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 33 DEGREES 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET); THENCE RUN N 68°06'25" E, A DISTANCE 103.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GULF SHORE DRIVE (100 FOOT RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 41 SECONDS, AN ARC DISTANCE OF 79.51 FEET (CHORD BEARING = NORTH 13 DEGREES 22 MINUTES 16 SECONDS WEST, CHORD DISTANCE = 78.99 FEET); THENCE ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 525.05 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.69 FEET (CHORD BEARING = NORTH 30 DEGREES 41 MINUTES 44 SECONDS WEST, CHORD DISTANCE = 119.43 FEET); THENCE RUN NORTH 37 DEGREES 13 MINUTES 55 SECONDS WEST, A DISTANCE OF 38.16 FEET; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 174.94 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 18 SECONDS, AN ARC DISTANCE OF 148.45 FEET (CHORD BEARING = NORTH 61 DEGREES 32 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 144.04 FEET); THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 125.05 FEET THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 34 SECONDS, AN ARC DISTANCE OF 88.12 FEET (CHORD BEARING = NORTH 65 DEGREES 38 MINUTES 21 SECONDS WEST, CHORD DISTANCE = 86.31 FEET); THENCE RUN NORTH 45 DEGREES 28 MINUTES 54 SECONDS WEST A DISTANCE OF 90.84 FEET; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 297.00 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 17 MINUTES 45 SECONDS, AN ARC DISTANCE OF 27.45 FEET (CHORD BEARING = NORTH 47 DEGREES 05 MINUTES 22 SECONDS WEST, CHORD DISTANCE = 27.44 FEET); THENCE RUN NORTH 51 DEGREES 39 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.70 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN N 45 DEGREES 09 MINUTES 14 SECONDS EAST, A DISTANCE OF 26.70 FEET TO THE MEAN HIGH WATER LINE OF OLD PASS LAGOON AND THE POINT OF BEGINNING; THENCE ALONG SAID MEAN HIGH WATER LINE MEANDER SOUTHEASTERLY ±631 FEET THE FOLLOWING FORTY-ONE (42) CALLS:

- 1.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 150.30 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 02 MINUTES 24 SECONDS, AN ARC DISTANCE OF 13.22 FEET (CHORD BEARING = SOUTH 22 DEGREES 47 MINUTES 55 SECONDS EAST, CHORD DISTANCE = 13.22 FEET);
- 2.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 137.44 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 27 MINUTES 41 SECONDS, AN ARC DISTANCE OF 15.50 FEET (CHORD BEARING = SOUTH 28 DEGREES 32 MINUTES 58 SECONDS EAST, CHORD DISTANCE = 15.49 FEET);
- 3.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 146.11 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 11 MINUTES 56 SECONDS, AN ARC DISTANCE OF 15.81 FEET (CHORD BEARING = SOUTH 34 DEGREES 52 MINUTES 46 SECONDS EAST, CHORD DISTANCE = 15.80 FEET);
- 4.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 166.48 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 48 MINUTES 25 SECONDS, AN ARC DISTANCE OF 16.87 FEET (CHORD BEARING = SOUTH 40 DEGREES 52 MINUTES 57 SECONDS EAST, CHORD DISTANCE = 16.87 FEET);
- 5.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 229.58 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 54 MINUTES 41 SECONDS, AN ARC DISTANCE OF 15.87 FEET (CHORD BEARING = SOUTH 45 DEGREES 44 MINUTES 30 SECONDS EAST, CHORD DISTANCE = 15.67 FEET);
- 6.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 293.04 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 27 MINUTES 43 SECONDS, AN ARC DISTANCE OF 17.71 FEET (CHORD BEARING = SOUTH 49 DEGREES 25 MINUTES 42 SECONDS EAST, CHORD DISTANCE = 17.70 FEET);
- 7.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 220.15 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 50 MINUTES 48 SECONDS, AN ARC DISTANCE OF 18.62 FEET (CHORD BEARING = SOUTH 53 DEGREES 34 MINUTES 58 SECONDS EAST, CHORD DISTANCE = 18.82 FEET);
- 8.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 109.33 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 52 MINUTES 48 SECONDS, AN ARC DISTANCE OF 13.13 FEET (CHORD BEARING = SOUTH 59 DEGREES 26 MINUTES 46 SECONDS EAST, CHORD DISTANCE = 13.12 FEET);
- 9.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 102.92 FEET THROUGH A CENTRAL ANGLE OF 07 DEGREES 30 MINUTES 43 SECONDS, AN ARC DISTANCE OF 13.49 FEET (CHORD BEARING = SOUTH 66 DEGREES 38 MINUTES 31 SECONDS EAST, CHORD DISTANCE = 13.48 FEET);
- 10.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 57.98 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 00 MINUTES 51 SECONDS, AN ARC DISTANCE OF 10.13 FEET (CHORD BEARING = SOUTH 75 DEGREES 24 MINUTES 18 SECONDS EAST, CHORD DISTANCE = 10.12 FEET);
- 11.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 185.21 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 14 MINUTES 55 SECONDS, AN ARC DISTANCE OF 7.27 FEET (CHORD BEARING = SOUTH 81 DEGREES 32 MINUTES 11 SECONDS EAST, CHORD DISTANCE = 7.27 FEET);
- 12.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 41.61 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 44 MINUTES 43 SECONDS, AN ARC DISTANCE OF 3.45 FEET (CHORD BEARING = SOUTH 85 DEGREES 02 MINUTES 00 SECONDS EAST, CHORD DISTANCE = 3.44 FEET);
- 13.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 135.66 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 20 MINUTES 05 SECONDS, AN ARC DISTANCE OF 5.53 FEET (CHORD BEARING = SOUTH 88 DEGREES 34 MINUTES 24 SECONDS EAST, CHORD DISTANCE = 5.53 FEET);
- 14.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 296.23 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 34 MINUTES 48 SECONDS, AN ARC DISTANCE OF 8.17 FEET (CHORD BEARING = NORTH 89 DEGREES 28 MINUTES 10 SECONDS EAST, CHORD DISTANCE = 8.17 FEET);

GUSTIN, COTHERN & TUCKER, INC.

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L.B. #3501

121 HART STREET

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NICEVILLE, FL 32578

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- 15.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 188.01 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 06 MINUTES 42 SECONDS, AN ARC DISTANCE OF 10.21 FEET (CHORD BEARING = NORTH 87 DEGREES 07 MINUTES 25 SECONDS EAST, CHORD DISTANCE = 10.21 FEET);
- 16.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 320.17 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 23 MINUTES 04 SECONDS, AN ARC DISTANCE OF 13.32 FEET (CHORD BEARING = NORTH 84 DEGREES 22 MINUTES 32 SECONDS EAST, CHORD DISTANCE = 13.32 FEET);
- 17.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 66.83 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 43 MINUTES 54 SECONDS, AN ARC DISTANCE OF 12.52 FEET (CHORD BEARING = NORTH 77 DEGREES 49 MINUTES 04 SECONDS EAST, CHORD DISTANCE = 12.50 FEET);
- 18.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 88.04 FEET THROUGH A CENTRAL ANGLE OF 09 DEGREES 20 MINUTES 47 SECONDS, AN ARC DISTANCE OF 14.36 FEET (CHORD BEARING = NORTH 77 DEGREES 07 MINUTES 30 SECONDS EAST, CHORD DISTANCE = 14.35 FEET);
- 19.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 98.77 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 33 MINUTES 55 SECONDS, AN ARC DISTANCE OF 9.59 FEET (CHORD BEARING = NORTH 84 DEGREES 34 MINUTES 51 SECONDS EAST, CHORD DISTANCE = 9.59 FEET);
- 20.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 63.62 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 56 MINUTES 09 SECONDS, AN ARC DISTANCE OF 7.70 FEET (CHORD BEARING = SOUTH 89 DEGREES 10 MINUTES 07 SECONDS EAST, CHORD DISTANCE = 7.70 FEET);
- 21.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 46.31 FEET THROUGH A CENTRAL ANGLE OF 09 DEGREES 22 MINUTES 21 SECONDS, AN ARC DISTANCE OF 7.58 FEET (CHORD BEARING = SOUTH 81 DEGREES 00 MINUTES 52 SECONDS EAST, CHORD DISTANCE = 7.57 FEET);
- 22.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 64.83 FEET THROUGH A CENTRAL ANGLE OF 07 DEGREES 55 MINUTES 08 SECONDS, AN ARC DISTANCE OF 8.96 FEET (CHORD BEARING = SOUTH 72 DEGREES 22 MINUTES 07 SECONDS EAST, CHORD DISTANCE = 8.95 FEET);
- 23.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 86.95 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 09 MINUTES 49 SECONDS, AN ARC DISTANCE OF 9.35 FEET (CHORD BEARING = SOUTH 65 DEGREES 19 MINUTES 38 SECONDS EAST, CHORD DISTANCE = 9.35 FEET);
- 24.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 59.00 FEET THROUGH A CENTRAL ANGLE OF 07 DEGREES 29 MINUTES 04 SECONDS, AN ARC DISTANCE OF 7.71 FEET (CHORD BEARING = SOUTH 58 DEGREES 30 MINUTES 12 SECONDS EAST, CHORD DISTANCE = 7.70 FEET);
- 25.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 123.36 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 44 MINUTES 42 SECONDS, AN ARC DISTANCE OF 10.22 FEET (CHORD BEARING = SOUTH 52 DEGREES 23 MINUTES 20 SECONDS EAST, CHORD DISTANCE = 10.21 FEET);
- 26.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 53.64 FEET THROUGH A CENTRAL ANGLE OF 07 DEGREES 11 MINUTES 54 SECONDS, AN ARC DISTANCE OF 6.74 FEET (CHORD BEARING = SOUTH 46 DEGREES 25 MINUTES 02 SECONDS EAST, CHORD DISTANCE = 6.73 FEET);
- 27.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 253.85 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 44 MINUTES 27 SECONDS, AN ARC DISTANCE OF 7.71 FEET (CHORD BEARING = SOUTH 41 DEGREES 56 MINUTES 51 SECONDS EAST, CHORD DISTANCE = 7.71 FEET);
- 28.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 279.45 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 39 MINUTES 33 SECONDS, AN ARC DISTANCE OF 8.09 FEET (CHORD BEARING = SOUTH 40 DEGREES 14 MINUTES 51 SECONDS EAST, CHORD DISTANCE = 8.09 FEET);

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- 29.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 613.03 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 29 MINUTES 38 SECONDS, AN ARC DISTANCE OF 15.98 FEET (CHORD BEARING = SOUTH 38 DEGREES 40 MINUTES 15 SECONDS EAST, CHORD DISTANCE = 15.98 FEET);
- 30.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 3424.87 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 37 MINUTES 55 SECONDS, AN ARC DISTANCE OF 37.78 FEET (CHORD BEARING = SOUTH 37 DEGREES 36 MINUTES 29 SECONDS EAST, CHORD DISTANCE = 37.78 FEET);
- 31.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1250.54 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 43 MINUTES 30 SECONDS, AN ARC DISTANCE OF 37.65 FEET (CHORD BEARING = SOUTH 36 DEGREES 25 MINUTES 46 SECONDS EAST, CHORD DISTANCE = 37.65 FEET);
- 32.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 205.31 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 15 MINUTES 30 SECONDS, AN ARC DISTANCE OF 15.26 FEET (CHORD BEARING = SOUTH 33 DEGREES 26 MINUTES 16 SECONDS EAST, CHORD DISTANCE = 15.26 FEET);
- 33.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 165.13 FEET THROUGH A CENTRAL ANGLE OF 07 DEGREES 25 MINUTES 07 SECONDS, AN ARC DISTANCE OF 21.38 FEET (CHORD BEARING = SOUTH 27 DEGREES 35 MINUTES 58 SECONDS EAST, CHORD DISTANCE = 21.37 FEET);
- 34.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 400.39 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 45 MINUTES 44 SECONDS, AN ARC DISTANCE OF 33.28 FEET (CHORD BEARING = SOUTH 26 DEGREES 16 MINUTES 17 SECONDS EAST, CHORD DISTANCE = 33.27 FEET);
- 35.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2719.48 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 33 MINUTES 33 SECONDS, AN ARC DISTANCE OF 26.54 FEET (CHORD BEARING = SOUTH 28 DEGREES 55 MINUTES 55 SECONDS EAST, CHORD DISTANCE = 26.54 FEET);
- 36.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2440.12 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 35 MINUTES 25 SECONDS, AN ARC DISTANCE OF 25.14 FEET (CHORD BEARING = SOUTH 29 DEGREES 30 MINUTES 24 SECONDS EAST, CHORD DISTANCE = 25.14 FEET);
- 37.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 241.27 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 59 MINUTES 34 SECONDS, AN ARC DISTANCE OF 25.24 FEET (CHORD BEARING = SOUTH 32 DEGREES 47 MINUTES 53 SECONDS EAST, CHORD DISTANCE = 25.22 FEET);
- 38.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 79.87 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 25 MINUTES 30 SECONDS, AN ARC DISTANCE OF 14.53 FEET (CHORD BEARING = SOUTH 30 DEGREES 34 MINUTES 55 SECONDS EAST, CHORD DISTANCE = 14.51 FEET);
- 39.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 61.18 FEET THROUGH A CENTRAL ANGLE OF 06 DEGREES 28 MINUTES 07 SECONDS, AN ARC DISTANCE OF 6.91 FEET (CHORD BEARING = SOUTH 22 DEGREES 08 MINUTES 06 SECONDS EAST, CHORD DISTANCE = 6.90 FEET);
- 40.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 886.11 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 41 MINUTES 56 SECONDS, AN ARC DISTANCE OF 26.28 FEET (CHORD BEARING = SOUTH 19 DEGREES 45 MINUTES 01 SECONDS EAST, CHORD DISTANCE = 26.27 FEET);
- 41.) THENCE RUN ALONG THE ARC OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 431.61 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 34 MINUTES 41 SECONDS, AN ARC DISTANCE OF 11.89 FEET (CHORD BEARING = SOUTH 21 DEGREES 23 MINUTES 19 SECONDS EAST, CHORD DISTANCE = 11.89 FEET) TO A POINT.
- 42.) THENCE CONTINUING ALONG SAID MEAN HIGH WATER LINE RUN SOUTH 23 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 24.99 FEET;

THENCE DEPARTING SAID MEAN HIGH WATER LINE RUN SOUTH 68 DEGREES 05 MINUTES 28 SECONDS WEST, A DISTANCE OF ± 36.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GULF SHORE DRIVE (100 FOOT RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY RUN ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 41 SECONDS, AN ARC DISTANCE OF 79.51 FEET (CHORD BEARING = NORTH 13 DEGREES 22 MINUTES 16 SECONDS WEST, CHORD DISTANCE = 78.99 FEET); THENCE ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 525.05 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.69 FEET (CHORD BEARING = NORTH 30 DEGREES 41 MINUTES 44 SECONDS WEST, CHORD DISTANCE = 119.43 FEET); THENCE RUN NORTH 37 DEGREES 13 MINUTES 55 SECONDS WEST, A DISTANCE OF 38.16 FEET; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 174.94 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 18 SECONDS, AN ARC DISTANCE OF 148.45 FEET (CHORD BEARING = NORTH 61 DEGREES 32 MINUTES 52 SECONDS WEST, CHORD DISTANCE = 144.04 FEET); THENCE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 125.05 FEET THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 34 SECONDS, AN ARC DISTANCE OF 88.12 FEET (CHORD BEARING = NORTH 65 DEGREES 38 MINUTES 21 SECONDS WEST, CHORD DISTANCE = 86.31 FEET); THENCE RUN NORTH 45 DEGREES 28 MINUTES 54 SECONDS WEST A DISTANCE OF 90.84 FEET; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 297.00 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 17 MINUTES 45 SECONDS, AN ARC DISTANCE OF 27.45 FEET (CHORD BEARING = NORTH 47 DEGREES 05 MINUTES 22 SECONDS WEST, CHORD DISTANCE = 27.44 FEET); THENCE RUN NORTH 51 DEGREES 39 MINUTES 21 SECONDS WEST, A DISTANCE OF 5.70 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN N 45 DEGREES 09 MINUTES 14 SECONDS EAST, A DISTANCE OF 26.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS ± 0.40 ACRES ($\pm 17,619$ SQUARE FEET), MORE OR LESS.

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CURVE TABLE					
CURVE NO.	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD
C1	150.30'	13.22'	05°02'24"	S 22°47'55" E	13.22'
C2	137.44'	15.50'	06°27'41"	S 28°32'58" E	15.49'
C3	146.11'	15.81'	06°11'56"	S 34°52'46" E	15.80'
C4	166.48'	16.87'	05°48'25"	S 40°52'57" E	16.87'
C5	229.58'	15.67'	03°54'41"	S 45°44'30" E	15.67'
C6	293.04'	17.71'	03°27'43"	S 49°25'42" E	17.70'
C7	220.15'	18.62'	04°50'48"	S 53°34'58" E	18.62'
C8	109.33'	13.13'	06°52'48"	S 59°26'46" E	13.12'
C9	102.92'	13.49'	07°30'43"	S 66°38'31" E	13.48'
C10	57.98'	10.13'	10°00'51"	S 75°24'18" E	10.12'
C11	185.21'	7.27'	02°14'55"	S 81°32'11" E	7.27'
C12	41.61'	3.45'	04°44'43"	S 85°02'00" E	3.44'
C13	135.66'	5.53'	02°20'05"	S 88°34'24" E	5.53'
C14	296.23'	8.17'	01°34'48"	N 89°28'10" E	8.17'
C15	188.01'	10.21'	03°06'42"	N 87°07'25" E	10.21'
C16	320.17'	13.32'	02°23'04"	N 84°22'32" E	13.32'
C17	66.83'	12.52'	10°43'54"	N 77°49'04" E	12.50'
C18	88.04'	14.36'	09°20'47"	N 77°07'30" E	14.35'
C19	98.77'	9.59'	05°33'55"	N 84°34'51" E	9.59'
C20	63.62'	7.70'	06°56'09"	S 89°10'07" E	7.70'
C21	46.31'	7.58'	09°22'21"	S 81°00'52" E	7.57'
C22	64.83'	8.96'	07°55'08"	S 72°22'07" E	8.95'
C23	86.95'	9.35'	06°09'49"	S 65°19'38" E	9.35'
C24	59.00'	7.71'	07°29'04"	S 58°30'12" E	7.70'
C25	123.36'	10.22'	04°44'42"	S 52°23'20" E	10.21'
C26	53.64'	6.74'	07°11'54"	S 46°25'02" E	6.73'
C27	253.85'	7.71'	01°44'27"	S 41°56'51" E	7.71'
C28	279.45'	8.09'	01°39'33"	S 40°14'51" E	8.09'
C29	613.03'	15.98'	01°29'38"	S 38°40'15" E	15.98'
C30	3424.87'	37.78'	00°37'55"	S 37°36'29" E	37.78'
C31	1250.54'	37.65'	01°43'30"	S 36°25'46" E	37.65'
C32	205.31'	15.26'	04°15'30"	S 33°26'16" E	15.26'
C33	165.13'	21.38'	07°25'07"	S 27°35'58" E	21.37'
C34	400.39'	33.28'	04°45'44"	S 26°16'17" E	33.27'
C35	2719.48'	26.54'	00°33'33"	S 28°55'55" E	26.54'
C36	2440.12'	25.14'	00°35'25"	S 29°30'24" E	25.14'
C37	241.27'	25.24'	05°59'34"	S 32°47'53" E	25.22'
C38	79.87'	14.53'	10°25'30"	S 30°34'55" E	14.51'
C39	61.18'	6.91'	06°28'07"	S 22°08'06" E	6.90'
C40	886.11'	26.28'	01°41'56"	S 19°45'01" E	26.27'
C41	431.61'	11.89'	01°34'41"	S 21°23'19" E	11.89'

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SURVEY REPORT:

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
3. APPARENT USES ARE AS SHOWN.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
5. BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE AS SHOWN ABOVE.
6. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
7. FLOOD STATEMENT: PANEL NO. 12091C0469 H, DATED 12-06-2002, FLOOD ZONE VE-13.
8. THE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.008 AND SECTION 472.027 OF THE FLORIDA STATUTES.
9. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.
10. OVER WATER STRUCTURES, SHOWN HEREON, WERE TAKEN FROM CONSTRUCTION PLANS PROVIDED BY CLIENT.
11. NO SHORELINE VEGETATION ON SUBJECT PARCEL.

REVISION: 11/12/2018 - CONSERVATION EASEMENT

THIS IS A FIELD SURVEY

THIS SURVEY IS CERTIFIED TO:
 THE BOARD OF TRUSTEES OF THE
 INTERNAL IMPROVEMENT TRUST FUND
 OF THE STATE OF FLORIDA

LEGEND:

OR NO. = NUMBER
 — = DISTANCE NOT TO SCALE
 L.B. = LICENSED BUSINESS
 L.S. = LICENSED SURVEYOR
 P.S.M. = PROFESSIONAL SURVEYOR
 AND MAPPER
 O.R. = OFFICIAL RECORDS
 ± = MORE OR LESS
 R/W = RIGHT OF WAY
 R = RADIUS
 A = ARC LENGTH
 CA = CENTRAL ANGLE
 CB = CHORD BEARING
 C = CHORD
 F = FIELD
 D = DEED
 IN = INSIDE PROPERTY
 OUT = OUTSIDE PROPERTY
 NAVD = NORTH AMERICAN VERTICAL DATUM
 NAD = NORTH AMERICAN DATUM

A PARCEL OF LAND LYING IN TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA		© G.C.T., INC. 2018 DRAWN BY: T.A.
TYPE SURVEY: SPECIFIC PURPOSE/CONSERVATION EASEMENT	ALLEN E. TUCKER, P.S.M. No.4584 OR JOSHUA P. WOOD P.S.M. No.6960	
CLIENT: JOE WINKLER	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
FIELD DATE: 09/13/2017 F.B. 17-22/42-44		
HORIZ. DATUM: NAD 1983 VERT. DATUM: NAVD 1988		
08/28/2018		
GUSTIN, COTHERN & TUCKER, INC. LAND SURVEYING (850) 678 - 5141 L.B. #3501 121 HART STREET www.gct-survey.com		S16098 INDEX S16098.07
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Robert G. Gandy ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Grantor (as hereinafter defined) makes these representations to the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (the BOARD) and the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** (the DEPARTMENT) (collectively the "Grantees") to induce the DEPARTMENT to issue DEP Permit No. 0251677-007-EI/46 and the BOARD to accept a conservation easement in that certain real property described below. Affiant further states that:

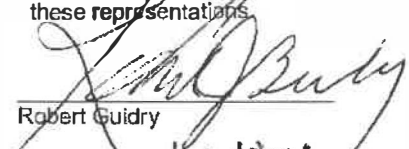
1. The Affiant is the Manager of Pointe Mezzanine, LLC, a Florida limited liability company ("Grantor") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Grantor to make this Affidavit on Grantor's behalf.
2. Grantor is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the Ownership and Encumbrance Report with an effective date of 1-22-19 for the property subject to this conservation easement in the Property to be received by Grantee in this transaction.
4. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title, and the Grantor has not and will not execute any instrument that would adversely affect the interest to be insured.
5. Grantor has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Grantor knows of no defects in the fee simple title to the Property.
6. No "Notice of Commencement" has been recorded which pertains to the Property since the date of the title search, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full. If a "Notice of Commencement" has been recorded, the Grantor agrees to execute and record a Subordination of Notice of Commencement to the conservation easement in the Property to be received by Grantees in this transaction.
7. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
8. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental authority. Should any bill be found which relates to Grantor's possession, Grantor will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes or assessments for improvements by any governmental authority.
9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
10. If this is improved Property that Grantor is the owner of, there are no claims, liens or security interests whatsoever of any kind or description against the furniture, fixtures, equipment and personal property located in the improvements on the Property and sold as part of this transaction. All tangible personal property taxes are paid in full.
11. There are no existing contracts for sale affecting the Property.
12. There is no civil action pending which involves the Property in any way.

13. There are no federal tax claims, liens or penalties assessed against the Grantor either individually or in any other capacity.
14. No proceedings in bankruptcy have ever been brought by or against Grantor nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
15. The real estate taxes will be kept current.
16. Grantor is not a "non-resident alien" for the purposes of United States income taxation, nor is Grantor a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations). Grantor understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Grantees; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.
17. Grantor has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or aboveground tanks, storage vessels, drums or containers located on the Property. Grantor has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

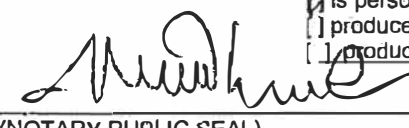
THIS AFFIDAVIT is made for the purpose of inducing the DEPARTMENT to issue DEP Permit No. 0251677-007-21/46, and the BOARD to accept a conservation easement in that certain real property described in Paragraph 2 above. Grantor intends for the DEPARTMENT and the BOARD to rely on these representations.


Robert Guidry

STATE OF Louisiana
COUNTY OF Orleans

SWORN TO and subscribed before me this 22nd day of January, 2019, by Robert Guidry. Such person (Notary Public must check applicable box):

☒ is personally known to me.
☐ produced their current driver license.
☐ produced _____ as identification.


(NOTARY PUBLIC SEAL)


Notary Public

MARK S. EMREE
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life
Louisiana Notarial Identification No. 23187

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

DEPARTMENT OF THE ARMY PERMIT

Permittee: ROBERT GUIDRY
POINTE MEZZANINE, LLC
1901 MANHATTAN BLVD, BUILDING H, SUITE 101
HARVEY, LOUISIANA 70058

Permit No: SAJ-2005-06882 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Construct a new private commercial marina. The marina will be comprised of three dock structures (Docks A, B, and C) to accommodate a total of 51 slips and 4 flexible mooring areas. The flexible mooring areas will be used for larger vessels ranging in size from 60 to 100-feet in length. Dock A will consist of 4,350 square feet of structure to accommodate 14 slips with two flexible mooring areas (70 linear feet and 140 linear feet). Dock B will consist of 4,235 square feet of structure to accommodate 18 slips with one flexible mooring area measuring 80 linear feet. Dock C will consist of 3,870 square feet of structure to accommodate 19 slips with one flexible mooring area measuring 108 linear feet. The marina will be constructed with an estimated total of 480 timber piles for all docks, finger piers, and mooring piles. All pilings will be installed utilizing low-pressure jetting. Any treated timber pilings utilized for the project will be wrapped to minimize leaching into the aquatic environment.

The proposed project will also involve dredging in the area immediately waterward of the existing seawall in Destin Harbor. The dredging aspect of the project is depicted on sheets 6, 10, 12, and 13 of the project drawings. The project will involve excavation of 3,320 cubic yards above the plane of the Mean High Water Line (MHWL) and dredging of 6,340 cubic yards from 43,772 square feet (1.004 acre) to a depth of 8.7-feet below the plane of the MHWL. Dredged material will be placed in an on-site upland spoil containment area with no return water to surrounding surface waters.

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PERMITTEE: Pointe Mezzanine, LLC
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The proposed project includes the installation of riprap along 596-linear feet of the waterward face of the existing seawall and will extend a maximum of 7-feet from the toe of the seawall into the waterway.

Project Location: The project will affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-24-0000-0034-0000, on Gulf Shore Drive, in Section 04, Township 02 South, Range 23 West, Destin, Okaloosa County, Florida.

Directions to site: From Destin, travel east on US-98. Turn right onto Gulf Shore Drive. Follow Gulf Shore Drive to the end where it terminates in the parking lot of East Pass Towers Yacht Club. The project site is located to the north of the parking lot.

Approximate Central Coordinates: Latitude 30.391023°
Longitude -86.508632°

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends **January 24, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.
 - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).
 - c. The Permittee shall reference this permit number, SAJ-2005-06882 (SP-MDZ), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form (Attachment) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:
 - a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the

same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.

- b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.
 - c. Include the Department of the Army permit number on all sheets submitted.
4. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
7. **Turbidity Barriers:**
- a. Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.

- b. Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
 - c. Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
 - d. Shall not block entry to or exit from designated critical habitat.
8. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
9. **Dredged material Disposal:** The Permittee shall place all dredged material in a self-contained, upland disposal site as detailed on drawing sheets 4, 15, and 16 of 20. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.
10. **Standard Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – April 2013" provided as an attachment to this permit.
11. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006, provided as an attachment to this permit.
12. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 provided as an attachment to this permit.
13. **Daylight Hours:** All activities must be completed during daylight hours.
14. **Cultural Resources/Historic Properties:**
- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344).

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2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

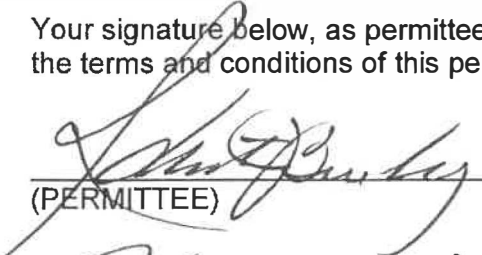
- a. You fail to comply with the terms and conditions of this permit.

PERMIT NUMBER: SAJ-2005-06882 (SP-MDZ)
PERMITTEE: Pointe Mezzanine, LLC
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- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 - d. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

PERMIT NUMBER: SAJ-2005-06882 (SP-MDZ)
PERMITTEE: Pointe Mezzanine, LLC
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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)

2-7-19
(DATE)

Robert J. Guidry
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


(DISTRICT ENGINEER)

14 Feb 2019
(DATE)

for Andrew Kelly, P.E.
Colonel, U.S. Army
District Commander

PERMIT NUMBER: SAJ-2005-06882 (SP-MDZ)
PERMITTEE: Pointe Mezzanine, LLC
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PERMIT TRANSFER

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

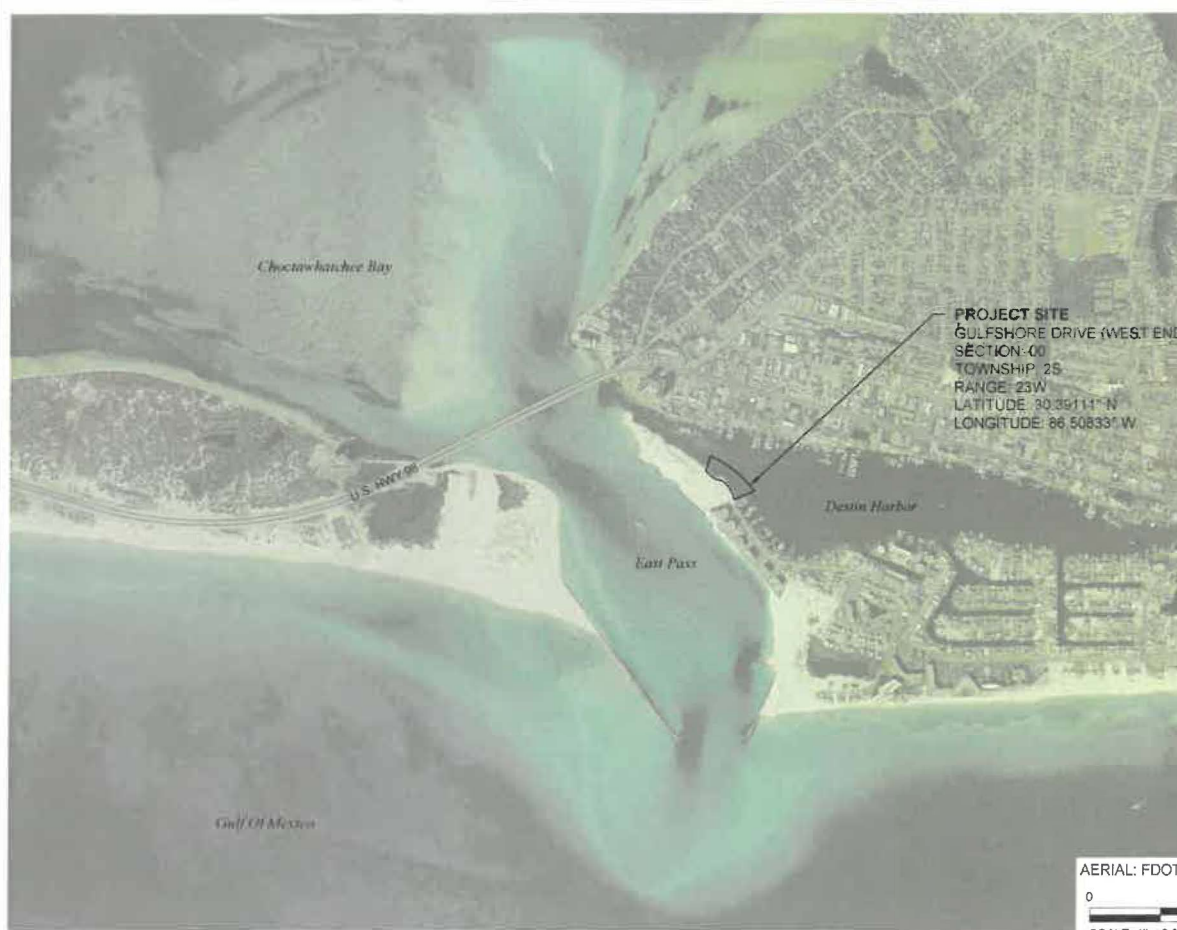
(ADDRESS)

(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2005-06882 (SP-MDZ)
PERMITTEE: Pointe Mezzanine, LLC
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***Attachments to Department of the Army
Permit Number SAJ-2005-06882***

1. PERMIT DRAWINGS: 20 pages, dated September 19, 2018
2. AS-BUILT CERTIFICATION FORM: 2 pages
3. MANATEE CONDITIONS: 1 page, *Standard Manatee Conditions for In-Water Work – 2013*
4. SEA TURTLE – SAWFISH CONDITIONS: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006*
5. JAXBO PDCs FOR IN-WATER ACTIVITIES: 3 pages, *PDCs for In-Water Activities dated November 20, 2017*
6. WATER QUALITY CERTIFICATION: 42 pages, Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit



AERIAL: FDOT, 2007

0 2,000' 4,000'

SCALE: 1" = 2,000'



4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

PROJECT	C2017-004-01	SEA
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SHEET		S
DATE		P

SAJ-2005-06882
Pointe Mezzanine, LLC
September 19, 2018
Page 1 of 20

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CATHY SNEEL X:\SYS\PROJECTS\2017-004-01 POINTE RESORT MARINA\PERMIT\2017-004 P-NOTES.DWG 1/12/2018 12:37:53 PM

- GENERAL DOCKING FACILITY NOTES:**

- GENERAL DREDGE AND FILL NOTES:

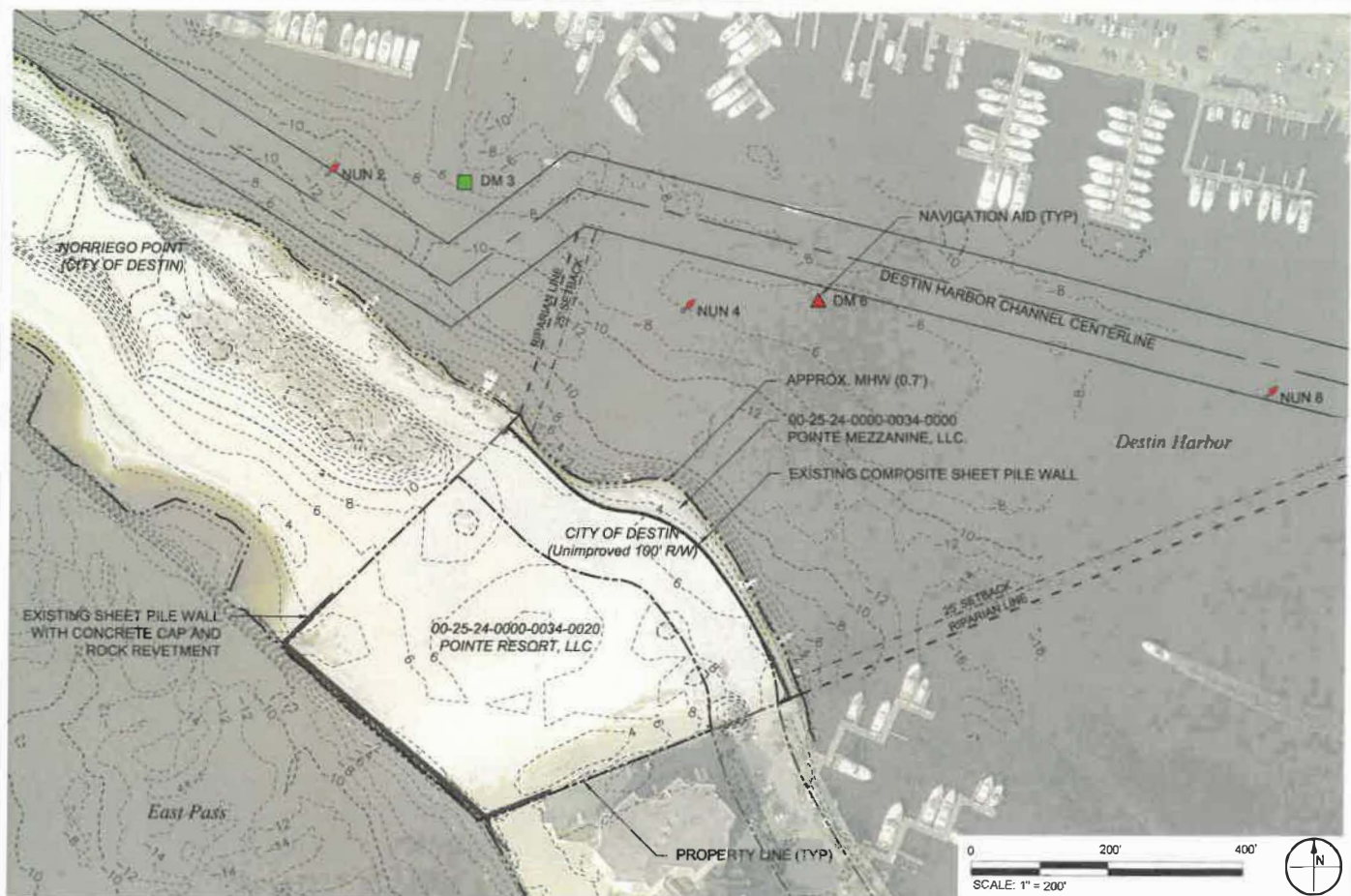
- PROPOSED DOCK PLAN:

- ### PROPOSED DREDGE PLAN:

- TIDAL DATUM REFERENCE:



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Pointe Mezzanine, LLC
September 19, 2018
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0 200' 400'

SCALE: 1" = 200'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION #81

CERTIFICATE OF AUTHORIZATION 0315

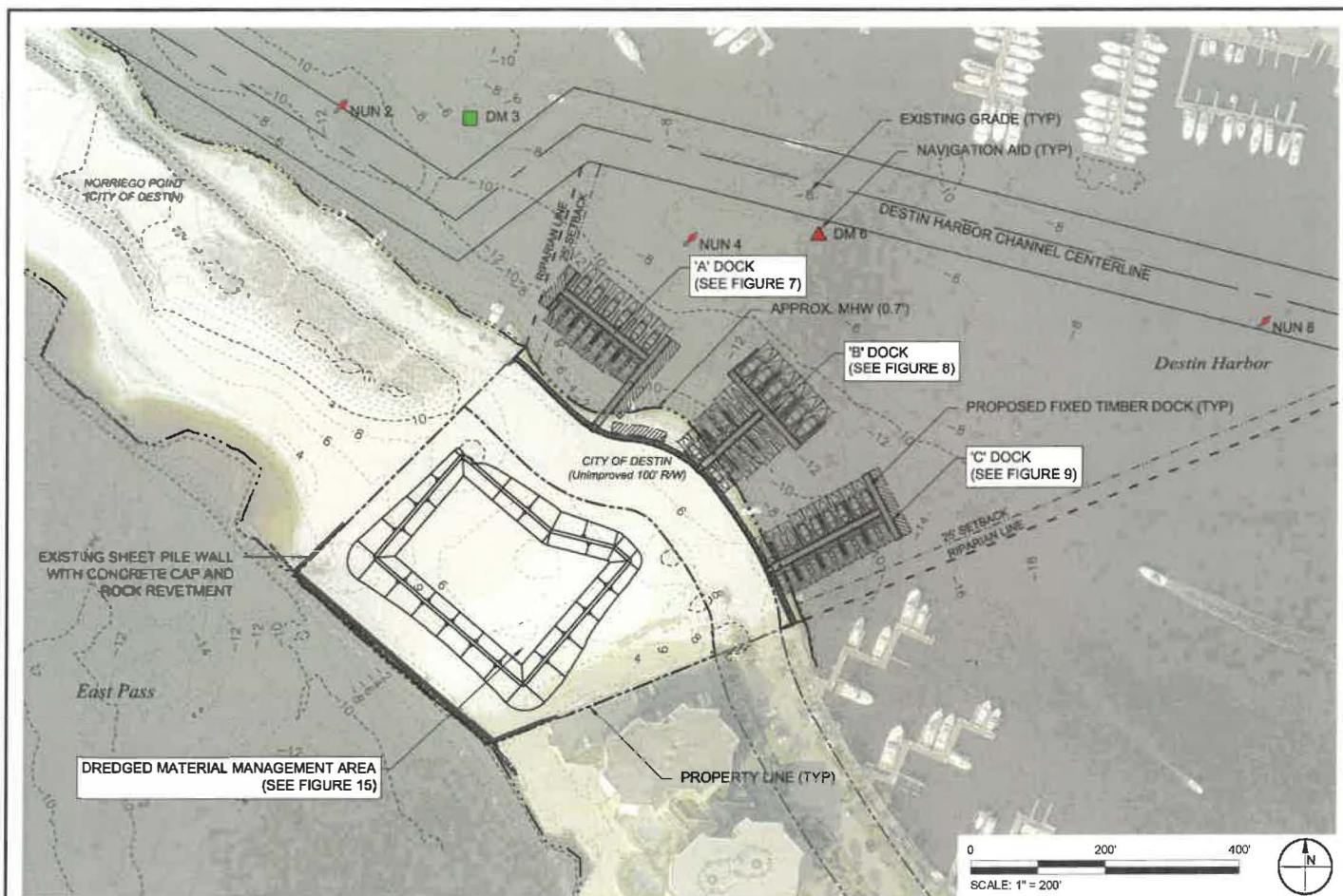
FIGURE 3
EXISTING CONDITIONS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SEAL
DRAWN BY		
SHEET		
DATE		

SAJ-2005-06882
Pointe Mezzanine, LLC
September 19, 2018
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SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT OVERVIEW
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

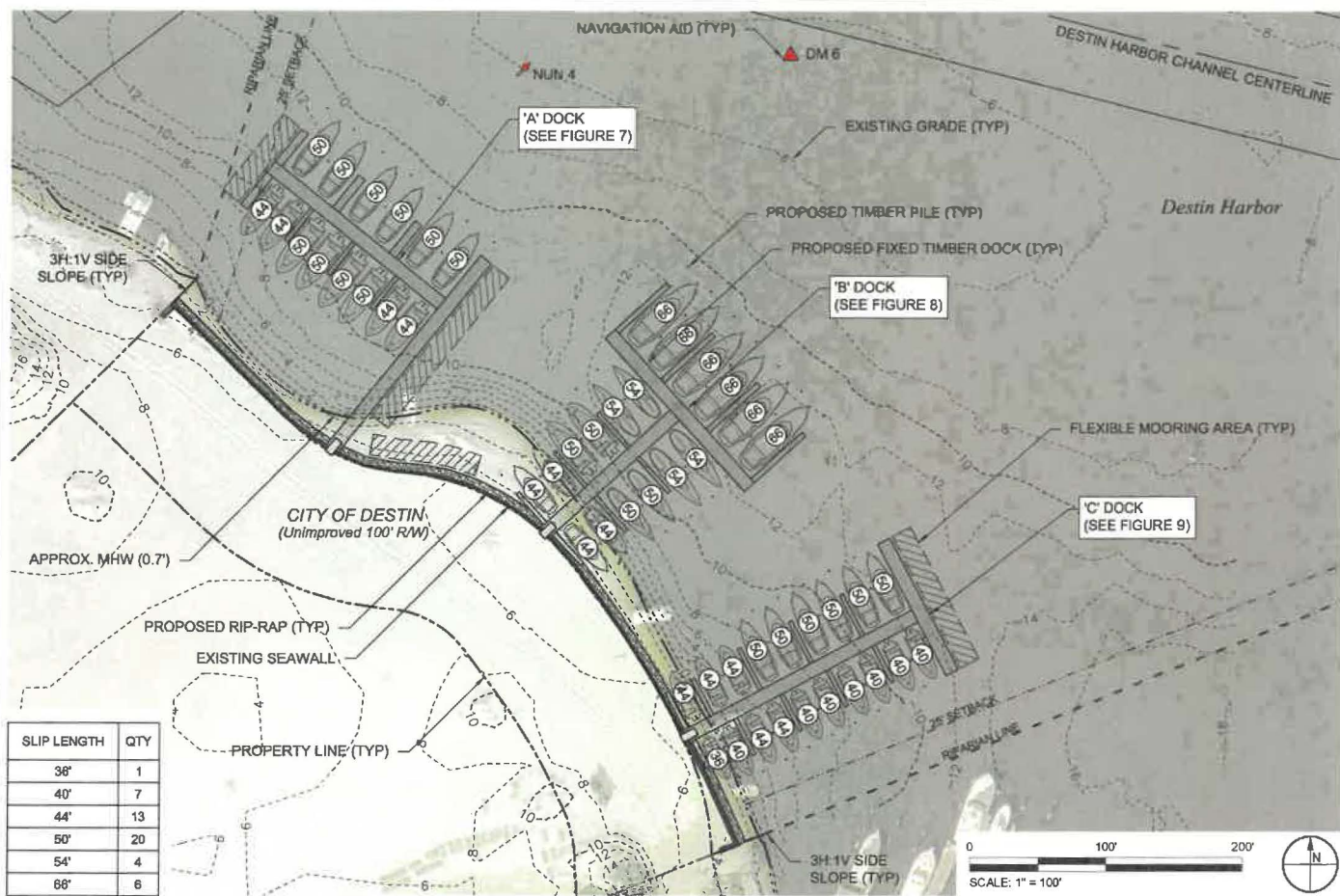
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Pointe Mezzanine, LLC
September 19, 2018
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SLIP LENGTH	QTY
38'	1
40'	7
44'	13
50'	20
54'	4
66'	6



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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4615

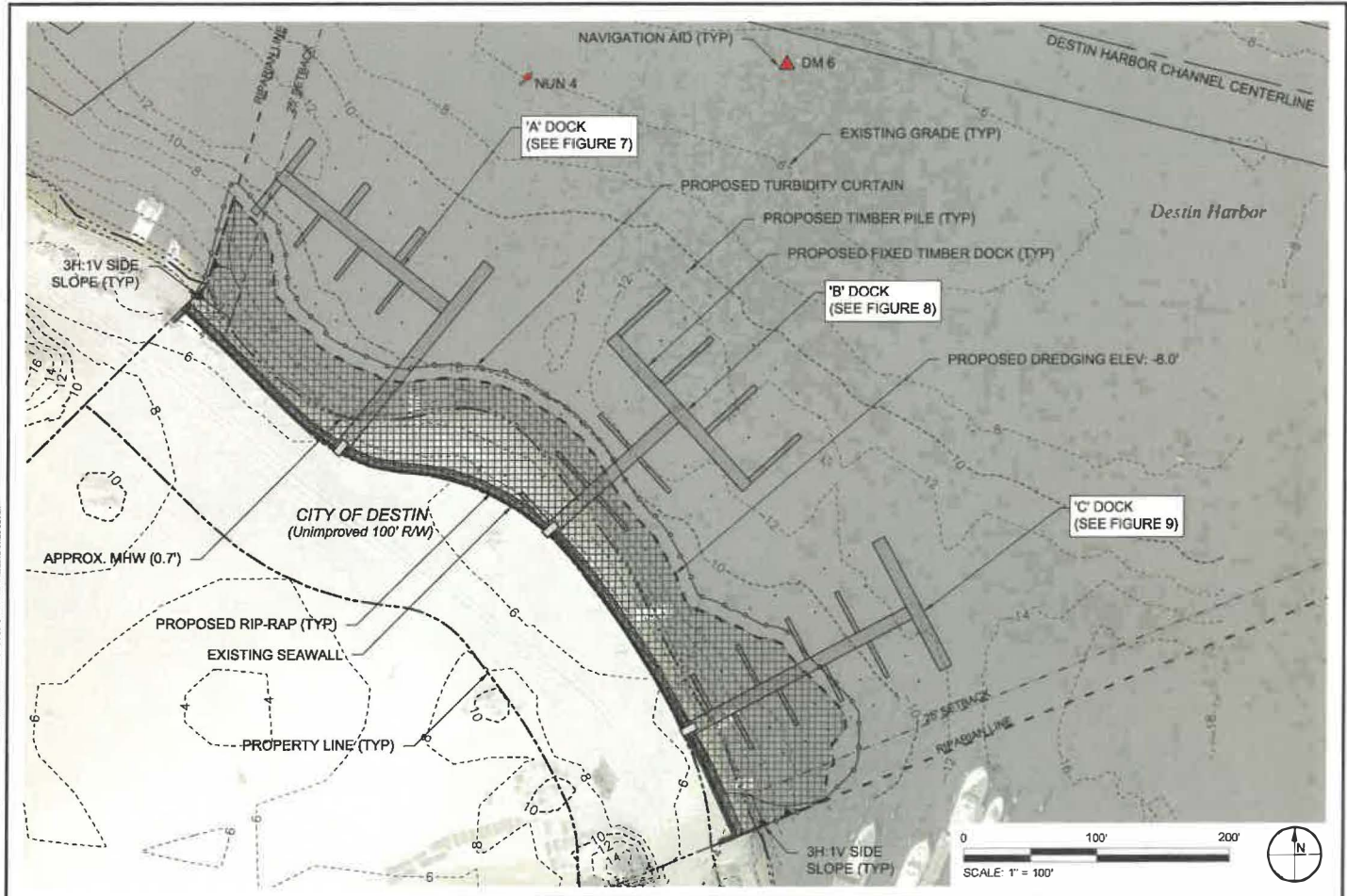
FIGURE 5
PROPOSED MARINA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	REAL
DRAWN BY		
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DATE		



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September 19, 2018
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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 6
PROPOSED MARINA DREDGE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SCALE
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SHEET		
DATE		

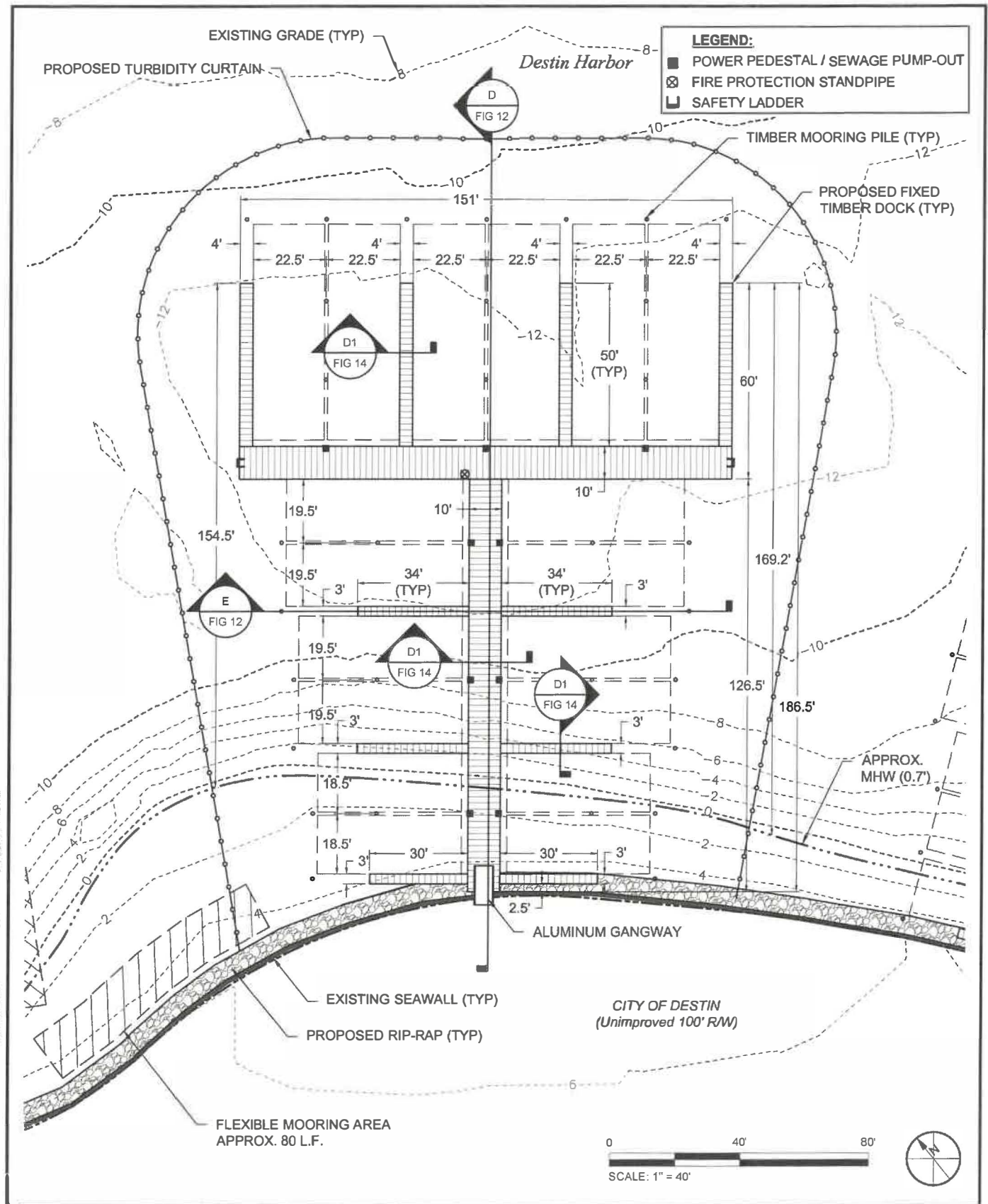


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Pointe Mezzanine, LLC
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C:\HYDRO\PROJECTS\2017\004\01\POINTE RESORT MARINA\FIGURE 6.DWG 11/22/2018 11:30:06 AM

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SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 8
PROPOSED DOCK PLAN - 'R'
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT: C2017-004-01 DRAWN BY: CAS/MP SHEET: 8 of 20

SEAL



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Pointe Mezzanine, LLC
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CERTIFICATE OF AUTHORIZATION # 4815

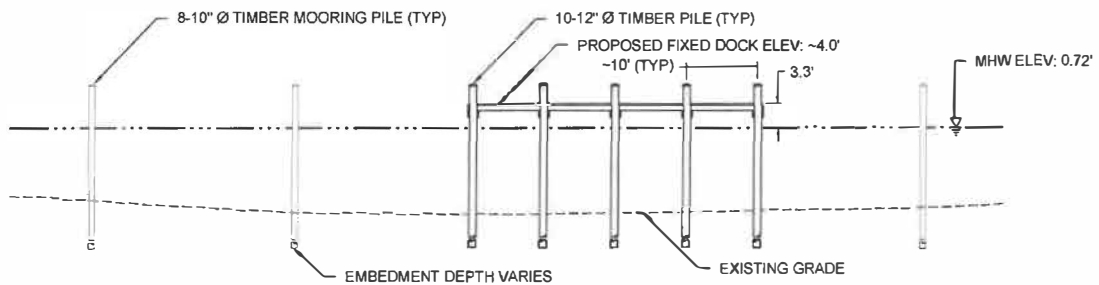
FIGURE 10
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

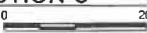
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Pointe Mezzanine, LLC
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'A' DOCK - SECTION C
 SCALE: 1" = 20'




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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4-515

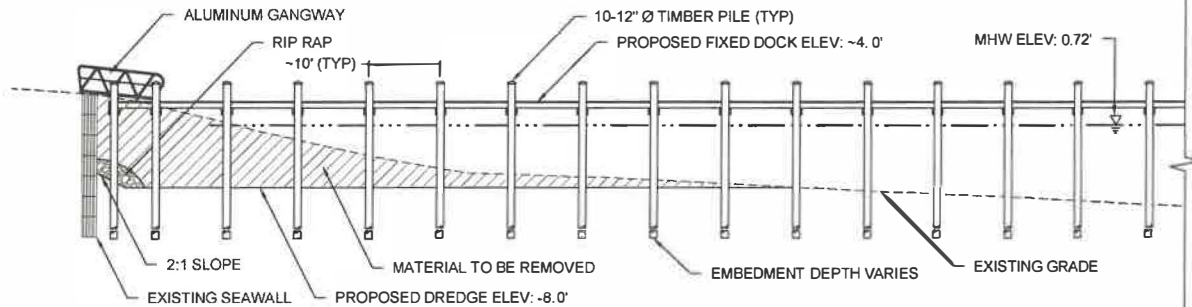
FIGURE 11
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SEAL
DRAWN BY		
SHEET		
DATE		

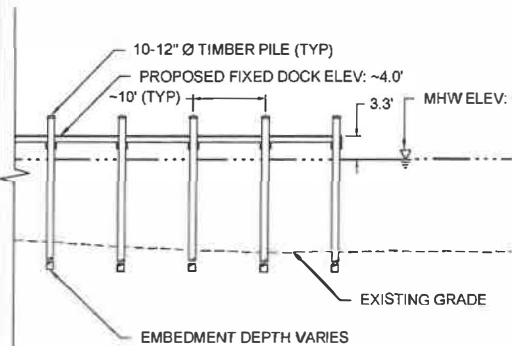


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Pointe Mezzanine, LLC
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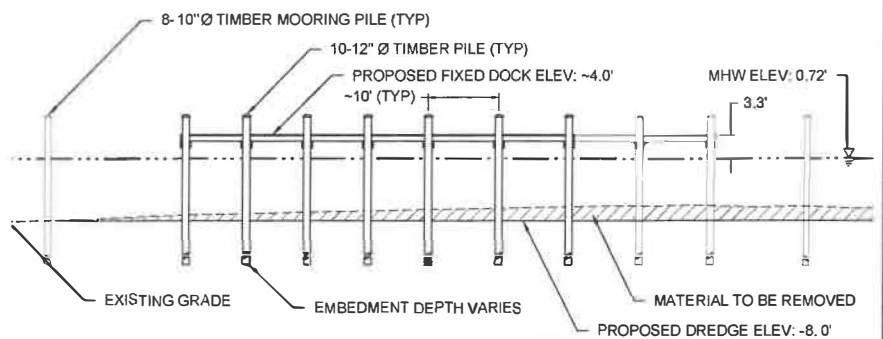
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



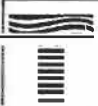
F 'C' DOCK - SECTION F
FIG 9 SCALE: 1" = 20'



F 'C' DOCK - SECTION F (CONTINUED)
FIG 9 SCALE: 1" = 20'



G 'C' DOCK - SECTION G
FIG 9 SCALE: 1" = 20'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4515

FIGURE 13
SECTIONS - 'C' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

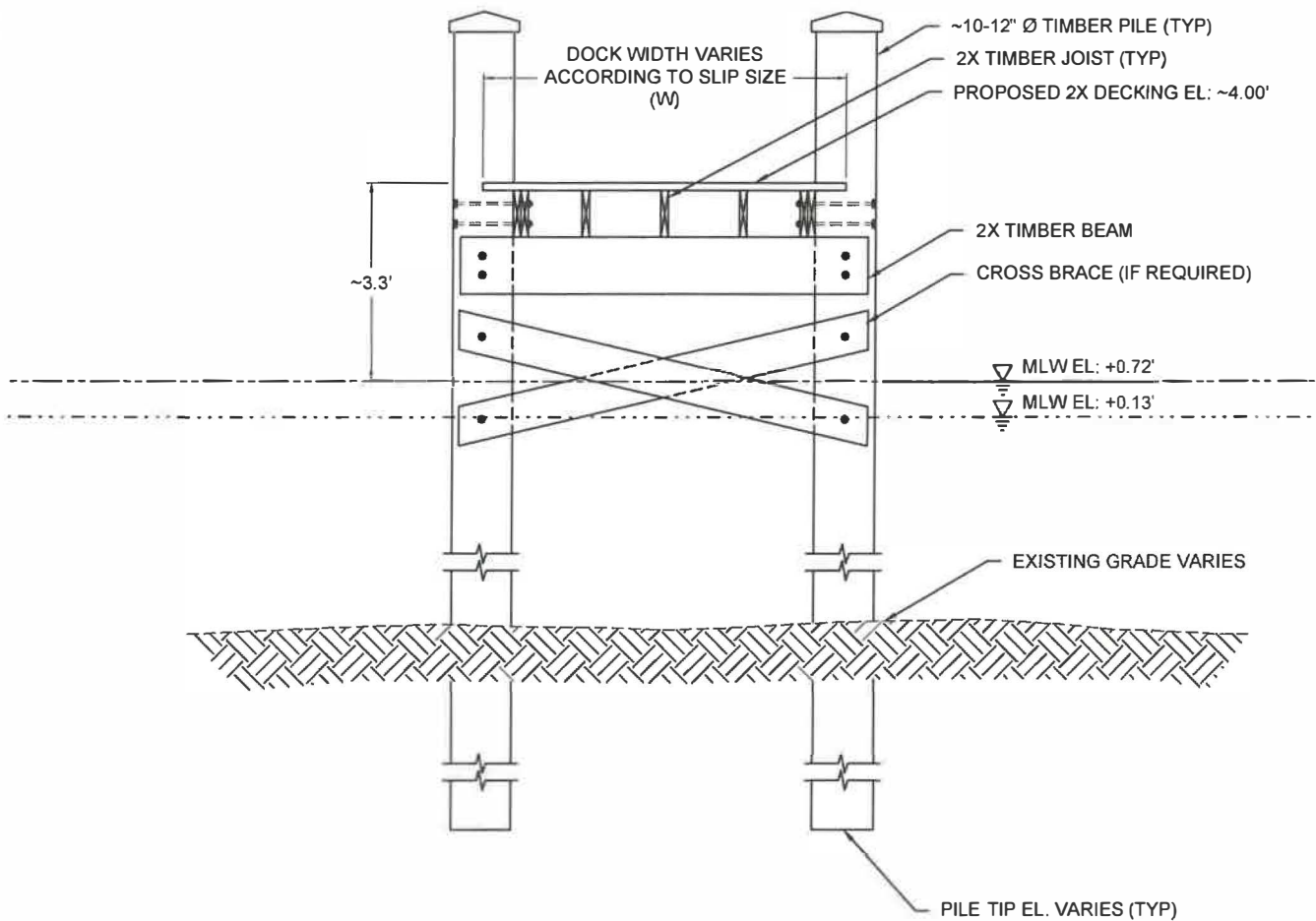
PROJECT: C2017-004-01
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SHEET:
DATE:



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Pointe Mezzanine, LLC
September 19, 2018
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PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW

SLIP SIZE AND WIDTH (W)	
SLIP SIZE	W
30' - 50'	3' - 6'
66'	4'
MAIN ACCESS DOCK	10'



D1 TYPICAL FIXED FINGER PIER TIMBER DOCK
NOT TO SCALE



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 14

TYPICAL FIXED TIMBER DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01	DRAWN BY CAS/NP	SHEET 14 of 20	D
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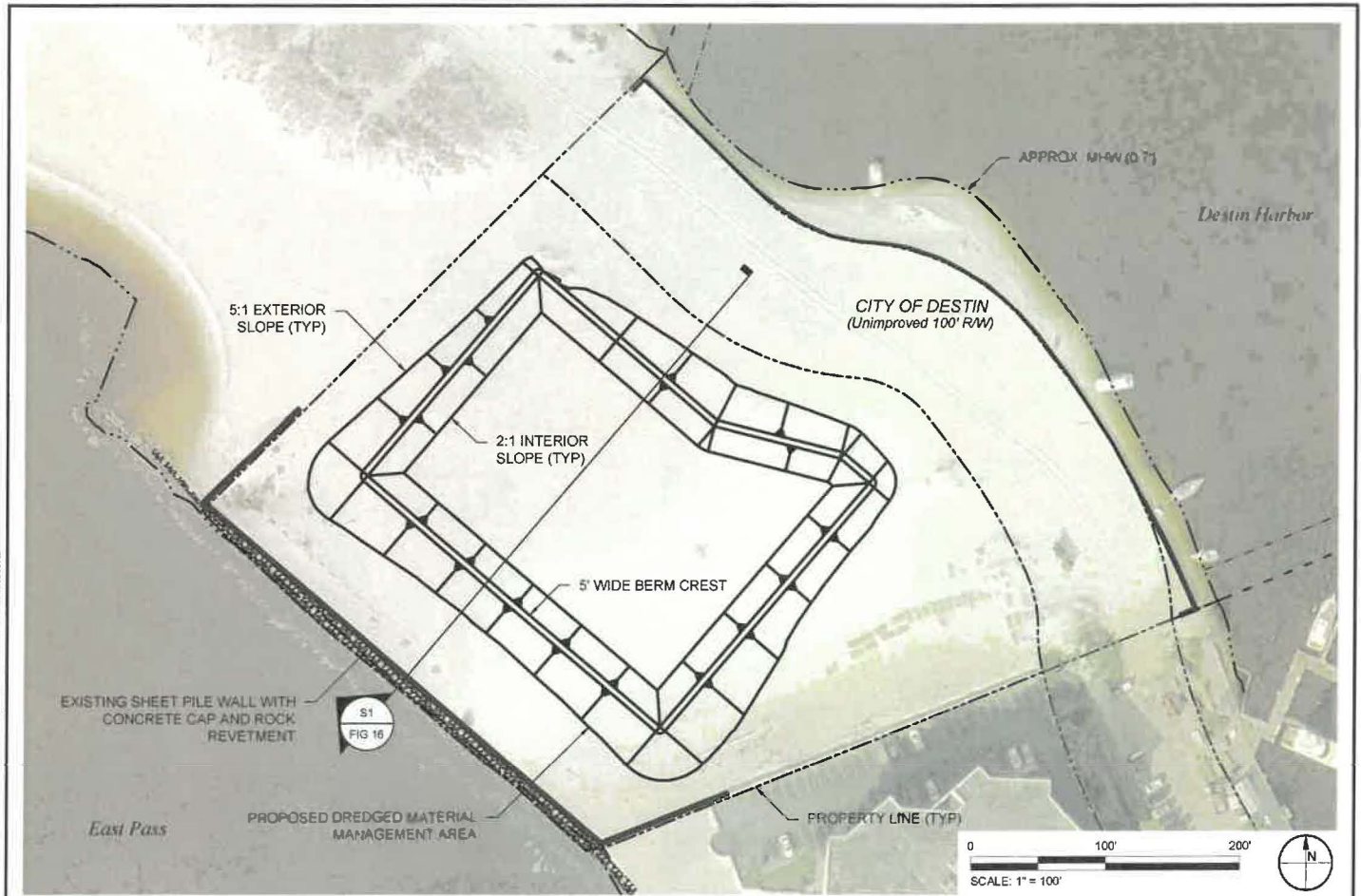
SEAL



SAJ-2005-06882
Pointe Mezzanine, LLC
September 19, 2018
Page 14 of 20

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PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW

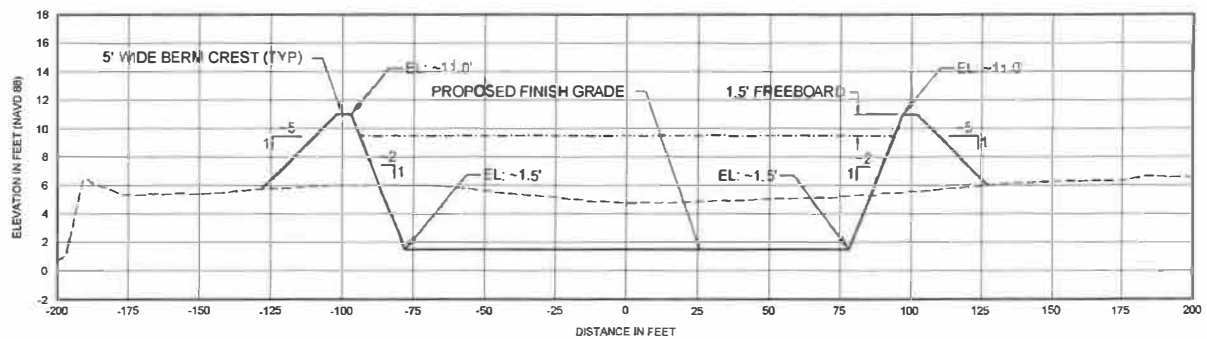


 TAYLOR ENGINEERING INC. 4300 LEGENDARY DRIVE SUITE C246 DESTIN, FL 32541 CERTIFICATE OF AUTHORIZATION # 4815	FIGURE 15 DREDGED MATERIAL MANAGEMENT AREA SITE PLAN POINTE RESORT MARINA OKALOOSA COUNTY, FLORIDA	<table border="1"> <tr> <td>PROJECT</td> <td>00017-004-01</td> <td>SEAL</td> </tr> <tr> <td>DRAWN</td> <td></td> <td></td> </tr> <tr> <td>SHEET</td> <td></td> <td></td> </tr> <tr> <td>DATE</td> <td></td> <td></td> </tr> </table>  SAJ-2005-06882 Pointe Mezzanine, LLC September 19, 2018 Page 15 of 20	PROJECT	00017-004-01	SEAL	DRAWN			SHEET			DATE		
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PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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C:\N\G\ELL\A\6\B\PROJ\FIG16\FIG16.DWG 11/20/2018 11:30:57 AM



S1 DREDGED MATERIAL MANAGEMENT AREA TYPICAL SECTION
FIG 15 SCALE: 1" = 50'
V-SCALE: 1" = 10'

0 50'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 16
DREDGED MATERIAL MANAGEMENT AREA TYPICAL SECTION
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

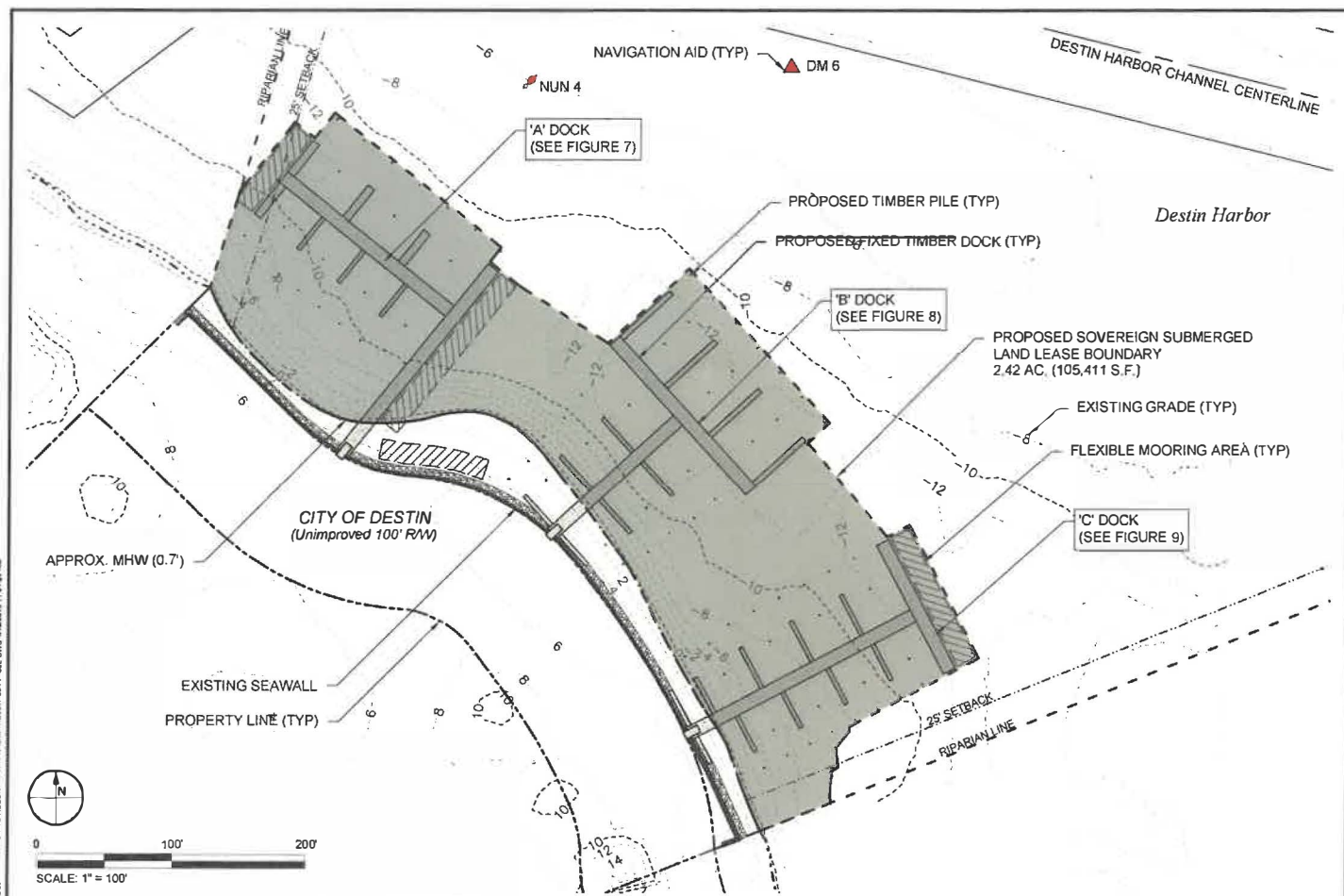
PROJECT	C2017-004-01	SEN
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SAJ-2005-06882
Pointe Mezzanine, LLC
September 19, 2018
Page 16 of 20

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW





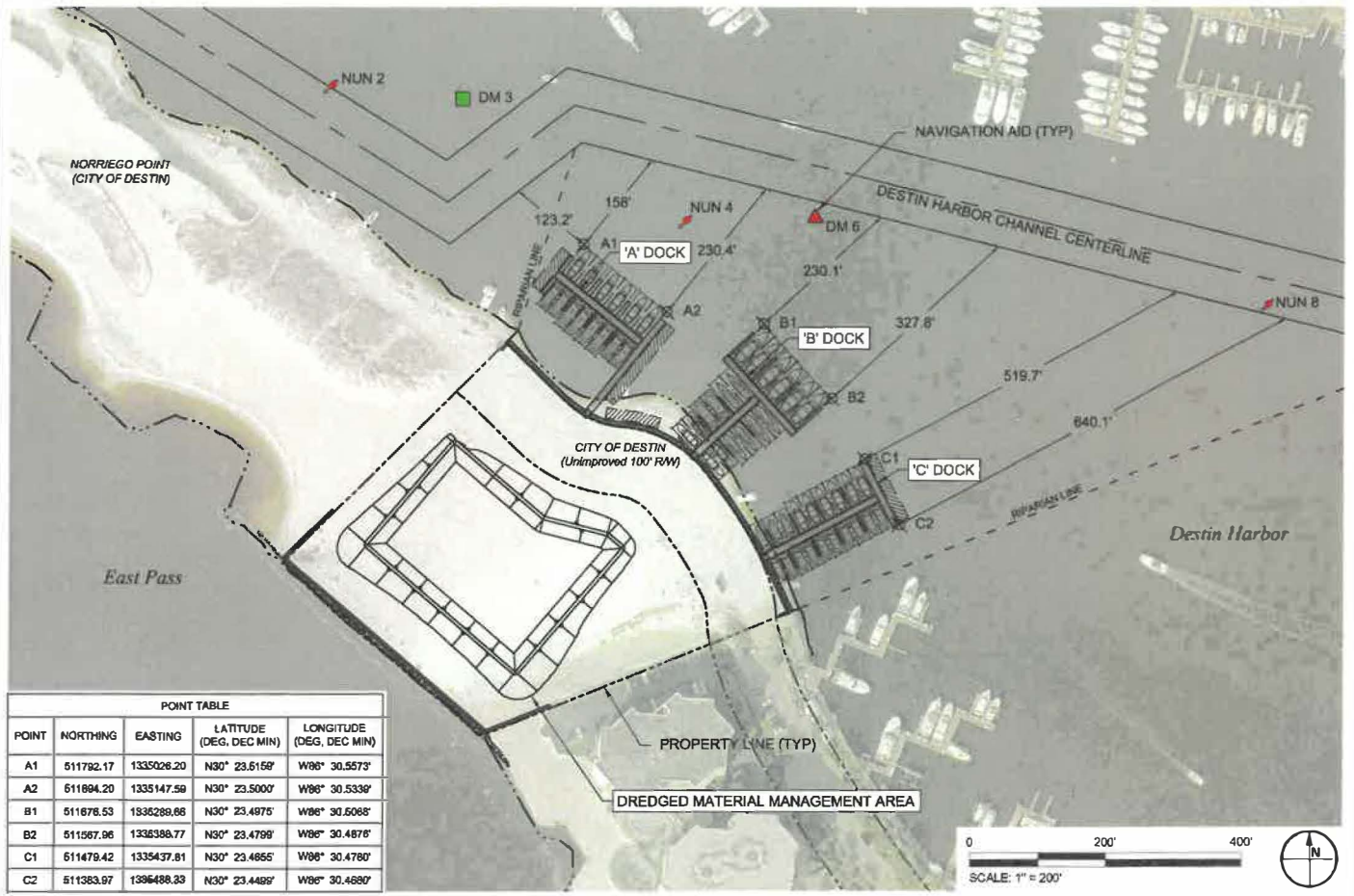
TAYLOR ENGINEERING INC.

FIGURE 18
PROPOSED SOVEREIGN SUBMERGED LAND LEASE BOUNDARY
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SEAL
DRAWN BY		
SHEET		
DATE		



C:\TAY\BELL X 57\PROJ\NOTES\2017\004-01\POINTE RESORT MARINA\DWG\FIGURE 19\FIGURE 19.DWG 11/30/2016 11:31:25 AM



POINT TABLE				
POINT	NORTHING	EASTING	LATITUDE (DEG. DEC MIN)	LONGITUDE (DEG. DEC MIN)
A1	511782.17	1335026.20	N30° 23.6156'	W86° 30.5573'
A2	511894.20	1335147.59	N30° 23.5000'	W86° 30.5339'
B1	511678.53	1335288.66	N30° 23.4975'	W86° 30.5068'
B2	511567.06	1335358.77	N30° 23.4799'	W86° 30.4876'
C1	511479.42	1335437.81	N30° 23.4655'	W86° 30.4780'
C2	511383.97	1336488.33	N30° 23.4489'	W86° 30.4680'



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4615

FIGURE 19
FEDERAL NAVIGATION CHANNEL OFFSETS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

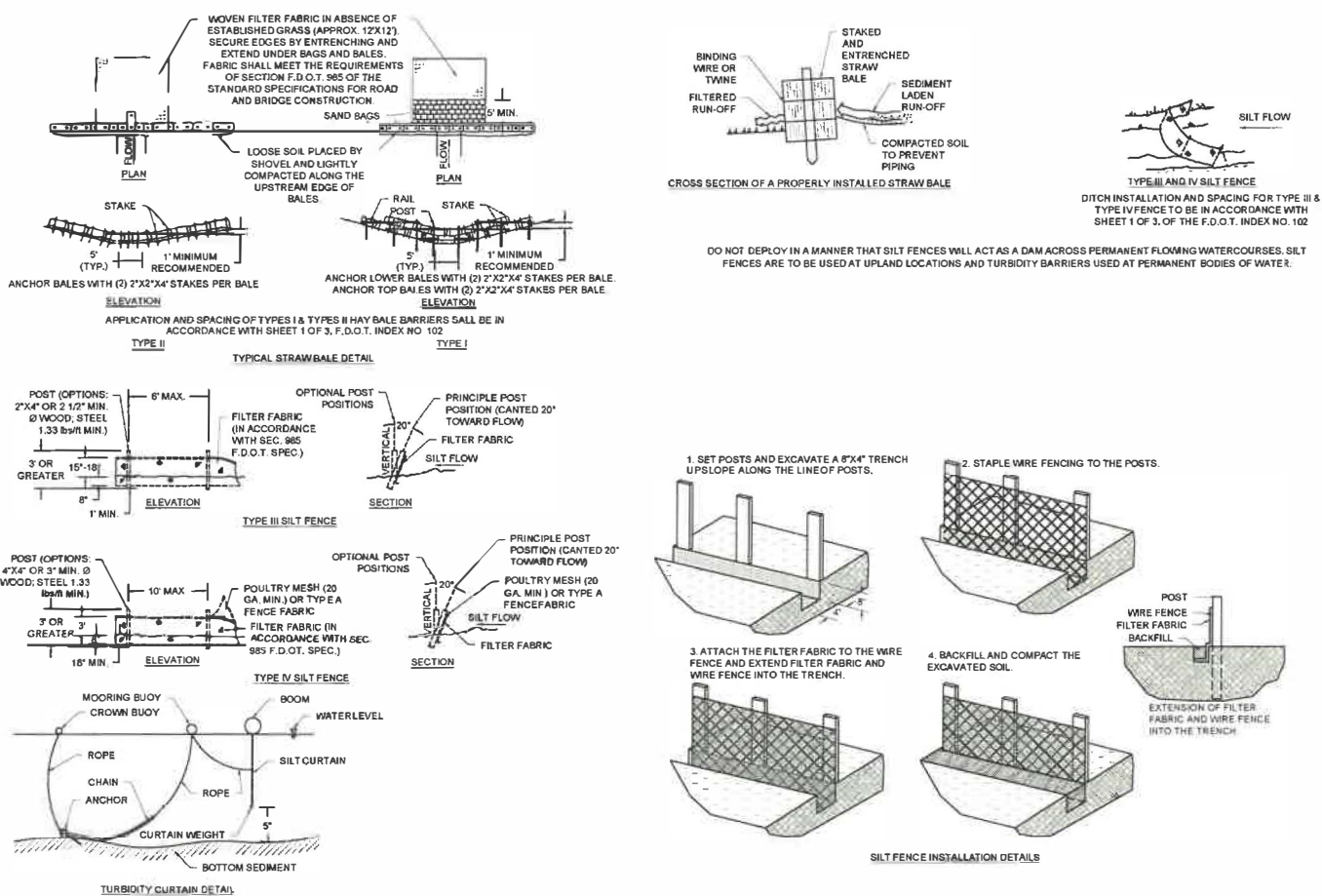
PROJECT C2017-004-01
DRAWN BY
SHEET
DATE



SAJ-2005-06882
Pointe Mezzanine, LLC
September 19, 2018
Page 19 of 20

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW

DATE: 04/11/2018 PROJECT: 004-01 POINTS REPORT MARINA/PORT FACILITY EROSION CONTROL, DWS 1/1/2018 11:31:27 AM





TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERT IF ICATE OF AUTHORIZATION # 4 91 S

FIGURE 20
EROSION AND TURBIDITY CONTROL DETAILS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SEAL
DRAWN BY		
SHEET		
DATE		



SAJ-2005-06882
Pointe Mezzanine, LLC
September 19, 2018
Page 20 of 20

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW

**** OFFICIAL RECORDS ****
BK 2183 PG 2854

DEED

FILE # 1654046 RCD: Oct 08 1998 @ 07:35AM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

STATE OF FLORIDA
COUNTY OF OKALOOSA

DEED made on Sept. 15, 1998

1998, between the COUNTY OF OKALOOSA, FLORIDA, 101 East James Lee Boulevard, Crestview, Florida 32536, a governmental entity, "Grantor," and the CITY OF DESTIN, FLORIDA, a municipal corporation, 4200 Two Trees Road, Destin, Florida 32541, "Grantee."

FOR RECORDING INFORMATION ONLY

GRANTOR, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee and Grantee's assigns forever, that right of way, 100 feet wide, lying in Township 2 South, Range 23 West, Okaloosa County, Florida, and more particularly described as:

Begin at the Northeast corner of phase 1, parcel "A", East Pass Towers Condominium as recorded in Condominium Plat Book 5, Page 82 of the public records of Okaloosa County, Florida; said point also being a point on a curve concave easterly; having a radius of 503.88 feet, a chord bearing of N. 54°47'38"W., a central angle of 01°56'33", and a chord length of 17.08 feet, thence run northerly along the arc of said curve a distance of 17.08 feet to the point of reverse curvature of a curve concave southwesterly, having a radius of 200.00 feet, and a central angle of 63°10'16"; thence run along the arc of said curve a distance of 220.51 feet to a point of reverse curvature of a curve concave northeasterly, having a radius of 350.00 feet and a central angle of 25°56'23", thence run along the arc of said curve a distance of 158.46 feet to the point of tangency, thence run N.50°24'00"W. a distance of 153.07 feet to a point on the south line of parcel 0023, township 2 south, range 24 west of the Okaloosa County property appraiser's map, thence run N.44°19'00"E. along said south line a distance of 100.34 feet; thence run S.50°24'00"E. a distance of 144.82 feet to the point of curvature of a curve concave northeasterly having a radius of 250.00 feet and a central angle of 25°56'23", thence run along the arc of said curve a distance of 113.18 feet to the point of reverse curvature of a curve concave southwesterly having a radius of 300.00 feet and a central angle of 63°10'16"; thence run along the arc of said curve a distance of 330.76 feet to the end of said curve; thence run S.67°06'41"W. a distance of 101.16 feet to the point of beginning.

TO HAVE AND TO HOLD the premises to Grantee and Grantees assigns, so that neither Grantor nor Grantor's successors, nor any person claiming under Grantor shall at any time, claim, or demand any rights, title, or interest to the premise conveyed or the appurtenances thereunto pertaining.

IN WITNESS WHEREOF, Grantor has set its hand and delivered this instrument the day and year first written above.

Attest:

Newman C. Brackin
NEWMAN C. BRACKIN
County Clerk

COUNTY OF OKALOOSA, FLORIDA

Ray Sanson
RAY SANSON
Chairman, Board of County Commissioners



This instrument was prepared by
J. JEROME MILLER
Attorney and Counselor at Law
415 Mountain Dr., Suite 3
Destin, Florida 32541

EXHIBIT L

BOOK 194 PAGE 571
OFFICIAL RECORDS

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

QUITCLAIM DEED

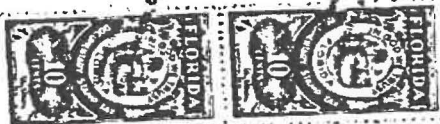
DEED NO. 21959

WHEREAS, Okaloosa County, Florida, has requested the undersigned Trustees of the Internal Improvement Fund of the State of Florida to quitclaim all right, title and interest of the State of Florida in and to certain dredge spoil areas which have been deposited upon sovereign lands of the State of Florida immediately adjacent to Santa Rosa Island in said county, and

WHEREAS, said Trustees have agreed to execute said conveyance in exchange for the dedication by Okaloosa County to the State of Florida of a certain portion of said lands for public park and recreational purposes, and

WHEREAS, said dedication has been accomplished and the parties hereto are simultaneously exchanging instruments in order to perfect their agreement; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of said Okaloosa County dedication of a portion of Santa Rosa Island to the State of Florida for public park and recreational purposes, have remised, released, sold and quitclaimed, and do by these presents, remise, release, sell, convey and quitclaim, unto the said Okaloosa County, Florida, its successors and assigns forever, all the right, title, interest, claim and demand which they, the said Trustees, may have in and to the following described lands, to wit:



Any lands lying adjacent to and north and west of that land formerly comprising a part of Santa Rosa Island, lying East of New East Pass in Okaloosa County, Florida, above mean high tide, that may have been created by deposit of dredge spoils at the date of this instrument,

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 7th day of November, A. D. 1958.



Trustees I.I. Fund



Dept. of Agriculture

LeRoy Quinn (SEAL)
GOVERNOR

Ray E. Green (SEAL)
COMPTROLLER

Edwin L. ... (SEAL)
TREASURER

Richard W. ... (SEAL)
ATTORNEY GENERAL

Harold ... (SEAL)
COMMISSIONER OF AGRICULTURE

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

FILED
APR 28 PM 1:35
CECIL L. ANCHORS
CLERK CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

STATE OF FLORIDA #101378	
OKALOOSA COUNTY	
I hereby certify that this Instrument was filed for record this <u>28</u> day of <u>April</u> A.D. 19 <u>61</u>	
at <u>1:35</u> M and duly recorded in Book <u>194</u>	
of <u>58</u> on page <u>59</u> and record verified.	
CECIL L. ANCHORS, CLERK CIRCUIT COURT	
BY <u>Bailiana ...</u>	DEPUTY CLERK
FEE \$	

EXHIBIT M

BOOK 194 PAGE 573
OFFICIAL RECORDS

DEDICATION

WHEREAS, Okaloosa County, Florida, is receiving from the Trustees of the Internal Improvement Fund of the State of Florida a quit claim deed of all right, title and interest of the State of Florida in and to certain dredge spoil areas which have been deposited upon sovereign lands of the State of Florida immediately adjacent to a portion of Santa Rosa Island owned by Okaloosa County, and said county in exchange therefor has agreed to make a dedication of a portion of said lands for public park and recreational purposes, which lands are hereinafter described, and

WHEREAS, the parties hereto, in order to perfect their agreements, are simultaneously exchanging instruments, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, the County Commissioners of Okaloosa County, Florida, for and in consideration of the conveyance by the Trustees of the Internal Improvement Fund of the State of Florida to Okaloosa County, Florida, heretofore mentioned, do hereby set aside and dedicate to the State of Florida in perpetuity the lands hereinafter described to be used solely and exclusively for public park and recreational purposes, viz:

The Northwesterly 1600 feet of that portion of land which formerly comprised a part of Santa Rosa Island that lies east of the New East Pass Channel, more particularly described as: Begin at a concrete monument on the South right-of-way line of Highway 98, on the East line of Calhoun's subdivision as per plat recorded in the Office of the Clerk of Circuit Court of Okaloosa County, Florida, thence run South 2147.80 feet to a concrete monument; thence run N 85° 08' W 1232.68 feet to a point; thence run N 78° 02' W 1437.22 feet to a point; thence run N 76° 56' W 1180.53 feet to a point; thence run N 56° 16' W 981.30 feet to a point; thence run N 45° 41' W 748.90 feet to a concrete monument for the point of beginning of the parcel to be described. Thence run S 44° 19' W to the shore of New East Pass; thence meander

Northwesterly along the shore of New East Pass a Northwest distance of 1620 feet more or less; thence follow the meander around the point and meander Southeasterly to a point on the shore of Old East Pass bearing N 44° 19' E of the point of beginning, thence S 44° 19' W 175 feet, more or less to the point of beginning, subject to an easement in the Northwesterly 800 feet thereof in favor of the Corps of Engineers to dump dredge spoilage from operations in East Pass, in Okaloosa County, Florida.

It is further covenanted and agreed that Okaloosa County does hereby set aside and dedicate and will keep open and maintain a suitable roadway of adequate width across Santa Rosa Island to permit passage from U. S. Highway No. 98 of two-way traffic into said dedicated park area hereinbefore described.

It is further covenanted and agreed that this dedication is accepted for and on behalf of the State of Florida by the Trustees of the Internal Improvement Fund as will appear by reference to its minutes of meeting of November 4, 1958

IN WITNESS WHEREOF the County of Okaloosa has caused these presents to be executed in its name by the members of its Board of County Commissioners, and attested by the Clerk of said Board this the 24 day of April, 1961.

ATTEST

[Signature]
Clerk Circuit Court

OKALOOSA COUNTY, STATE OF FLORIDA

By *[Signature]* (SEAL)
County Commissioner #1

By *[Signature]* (SEAL)
County Commissioner #2

By *[Signature]* (SEAL)
County Commissioner #3

By *[Signature]* (SEAL)
County Commissioner #4

By *[Signature]* (SEAL)
County Commissioner #5

By *[Signature]* (SEAL)
County Commissioner #6

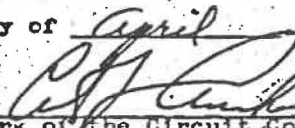
as and constituting the Board of County Commissioners of Okaloosa County, Florida.

BOOK 194 PAGE 575
OFFICIAL RECORDS

STATE OF FLORIDA
OKALOOSA COUNTY

Before me the undersigned authority this day personally appeared G. W. Nowling, W. S. Spence, R. J. Reinko, Ezra Cook, and H. H. Holmes, to me known to be the County Commissioners in and for Okaloosa County and who acknowledged that being thereto lawfully authorized they did execute the foregoing instrument for and on behalf of the County of Okaloosa, State of Florida, for the uses and purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this the 24 day of April A.D. 1961


Clerk of the Circuit Court of
Okaloosa County, Florida.

FILED

APR 28 PM 1:35

CECIL L. ANCHORS
CLERK CIRCUIT COURT
OKALOOSA COUNTY, FLORIDA

STATE OF FLORIDA
OKALOOSA COUNTY

#101379

I hereby certify that this instrument was filed for record this 28 day of April A.D. 1961 at 2:51 P.M. and duly recorded in Book 194 of OR on page 575 and record verified.

CECIL L. ANCHORS, CLERK CIRCUIT COURT

BY Barker Turner
DEPUTY CLERK

FEE \$ _____

FILE # 2648295 RCD: 07/27/2010 @ 03:20 PM, BK: 2945 PG: 2136 RECORDING:
\$10.50 RECORDING ARTICLE V: \$8.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK
KSCHOOLCRAFT DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

DEED

THIS DEED, made this 13th day of July, 2010, by Okaloosa County, Florida, party of the first part, and The City of Destin, a Florida Municipality, 4200 Indian Bayou Drive, Destin, Florida 32541, the party of the second part,

WITNESSETH that the said party of the first part, for an in consideration of the sum of \$100.00 and other valuable consideration, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has conditionally granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land lying and being in Okaloosa County, Florida, hereinafter "the property":

The Northwesterly 1600 feet of that portion of land which formerly comprised a part of Santa Rosa Island that lies east of the New East Pass Channel, more particularly described as: Being at a concrete monument on the South right-of-way line of Highway 98, on the East line of Calhoun's subdivision as per plat recorded in the Office of the Clerk of Circuit Court of Okaloosa County, Florida, thence run South 2147.80 feet to a concrete monument; thence run N 85° 08' W 1232.68 feet to a point; thence run N 78° 02' W 1437.22 feet to a point; thence run N 76° 56' W 1180.53 to a point; thence run N 56° 16' W 981.30 feet to a point; thence run N 45° 41' W 748.90 feet to a concrete monument for the point of beginning of the parcel to be described. Thence run S 44° 19' W to the shore of New East Pass; thence meander Northwesterly along the shore of New East Pass a Northwest distance of 1620 feet more or less; thence follow the meander around the point and meander Southeasterly to a point on the shore of Old East Pass bearing N 44° 19' E of the point of beginning, thence S 44° 19' W 175 feet, more or less to the point of beginning; subject to an easement in the Northwesterly 800 feet thereof in favor of the Corps of Engineers to dump dredge spoilage from operations in East Pass, in Okaloosa County, Florida.

This conveyance is subject to the terms and conditions set forth in the Dedication of this property as recorded in Book 194 at Page 573 of the official records of Okaloosa County, Florida.

This conveyance is made and accepted with the covenant and understanding that the use of the property is solely and exclusively for Public Park and recreational purposes.

This conveyance is made and accepted with the covenant and understanding that any sale or lease of any interest in the property to a non-governmental person or organization is prohibited.

This conveyance is made and accepted with the covenant and understanding that the operation of any concession on the property by a non-governmental person or organization is prohibited.

This conveyance is made and accepted with the covenant and understanding that any sales contract or option to buy or sell things attached to the property to be severed from the property with a non-governmental person or organization is prohibited.

This conveyance is made and accepted with the covenant and understanding that any use of the property by a non-governmental person other than in such person's capacity as a member of the general public is prohibited.

This conveyance is made and accepted with the covenant and understanding that a management contract, except contracts for maintenance of the property, is prohibited.

This conveyance is made and accepted with the covenant and understanding that the harbor side shoreline of this property shall remain accessible for the use and enjoyment of boaters unless the City's coastal engineers determine armoring is necessary to protect this side of the property.

The foregoing covenants and understandings are covenants running with the land.

In the event of violation of any of the foregoing covenants and understandings, Grantee, its successors and assigns, shall forfeit all right and title to the property, and all interests therein shall revert to Grantor.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

By its Board of County Commissioners

Wayne Harris
CHAIRMAN
Board of County Commissioners
Okaloosa County Florida



ATTEST:

Dany J. Stofel
Clerk of Circuit Court



**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA
AND
CITY OF DESTIN, FLORIDA**

This Memorandum of Understanding ("MOU") is entered into this 5th day of DECEMBER, 2012, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (the "Board of Trustees") and the CITY OF DESTIN, FLORIDA, a political subdivision of the State of Florida (the "City") establishes the responsibilities and relationship that exist between the Board of Trustees and the City with respect to the management of those lands hereinafter described for a public park and public recreational purposes.

WITNESSETH:

WHEREAS, on November 7, 1958, the Board of Trustees by Quitclaim Deed recorded (approximately 17 months following the date of execution of such instrument) in Official Records Book 194, Page 571, quitclaimed to Okaloosa County, Florida, all right, title and interest in certain dredge spoil areas deposited on sovereign lands of the State of Florida, which included the lands which are the subject of this MOU; and

WHEREAS, on April 24, 1961, Okaloosa County, Florida, by Dedication recorded immediately after the above referenced Quitclaim Deed in Official Records Book 194, Page 573, Public Records of Okaloosa County, Florida (the "Dedication"), dedicated to the Board of Trustees in perpetuity those lands more particularly described in the Dedication and Exhibit "A" attached hereto and made a part hereof to be used solely and exclusively for public park and public recreational purposes ("Dedicated Lands"); and

WHEREAS, on July 13, 2010, Okaloosa County, Florida, by Deed recorded in Official Records Book 2945, Page 2136, Public Records of Okaloosa County, Florida, conveyed the fee title to the Dedicated Lands to the City of Destin, subject to the Dedication; and

WHEREAS, the Board of Trustees does not currently manage the Dedicated Lands, and the City wishes to manage the Dedicated Lands for public park and public recreational purposes in accordance with the terms and conditions of the Dedication.

NOW THEREFORE, in consideration of the faithful and timely performance of and compliance with all the terms and conditions stated herein, the Board of Trustees and the City hereby agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE CITY

- 1.1 The City shall manage the Dedicated Lands solely and exclusively for public park and public recreational purposes at its sole cost and expense.
- 1.2 The City shall be solely responsible for the maintenance of the Dedicated Lands and control of access to the Dedicated Lands by the public and third parties.
- 1.3 The City and its officers, employees and agents shall take all reasonable measures to provide security against damage, degradation and unauthorized uses of the Dedicated Lands. The City's intent is to manage the Dedicated Lands as a public park as part of the City park system, and the City shall take such measures to satisfy this requirement as the City takes regarding the other City parks. Such measures include, but are not limited to, regulation of City park access and use according to standards established in the City Code of Ordinances, as may be amended from time to time.
- 1.4 The City shall investigate any and all claims of injury or damage pertaining to the Dedicated Lands and shall notify the Board of Trustees regarding the legal action deemed appropriate to remedy such claims for injury or damage.
- 1.5 The City does not expect to generate revenues as part of implementing this MOU. At such time as the City decides to generate revenues, the City shall notify the Board of Trustees and implement the following procedure. Revenues generated on the Dedicated Lands shall be used for the benefit of the Dedicated Lands to implement management activities. The City shall maintain detailed records of all revenues and expenses associated with the Dedicated Lands and shall provide the Board of Trustees with an annual report of such revenues and expenses on each anniversary of the execution date of this MOU.

ARTICLE 2 – TERM

- 2.1 This MOU shall be effective upon execution by both parties and shall remain in full force and effect until terminated as provided herein.
- 2.2 Either party may terminate this MOU for cause or convenience by giving ninety (90) days notice in writing to the other party of its intent to do so.
- 2.3 In the event of termination, both parties shall be relieved of any and all future obligations hereunder.

ARTICLE 3 – RIGHTS IN AND USE OF DEDICATED LANDS

- 3.1 This MOU constitutes permissive use only. The City agrees that it does not and shall not claim at any time any additional interest or estate of any kind or extent whatsoever in the Dedicated Lands by virtue of this MOU or its occupancy or use hereunder.
- 3.2 This MOU and the rights and privileges contained herein are for the sole use of the City and shall not be assigned or transferred to another party.
- 3.3 The City shall manage the Dedicated Lands as part of the City park system pursuant to the public park access, use and conduct standards established in the City Code of Ordinances, as may be amended from time to time.
- 3.4 The City is authorized to take all lawful steps to achieve the permanent stabilization of the Dedicated Lands to protect same from the forces of erosion and may apply for such permits as are necessary to achieve same. It is recognized that improvements to that area necessary to achieve permanent stabilization of the Dedicated Lands are consistent with public park and public recreational purposes.
- 3.5 This MOU is non-exclusive. The Board of Trustees or its duly authorized employees and agents shall retain the right to enter the Dedicated Lands or to engage in management activities not inconsistent with the purpose for which the City is permitted to use them.

ARTICLE 4 – LAND USE PLAN

- 4.1 The City shall, within one hundred eighty (180) days of the execution date of this MOU, submit a land use plan for management of the Dedicated Lands as part of the City park system that satisfies such portions of the requirements of Section 253.034(5), Florida Statutes, and Chapter 18-2, Florida Administrative Code, as may apply to an area managed as a City park, for the Dedicated Lands to the State of Florida Department of Environmental Protection, Division of State Lands for approval. This land use plan shall include anticipated improvements and management activities over a 10-year planning period. The City shall review and update this land use plan every 10 years. The City shall manage the Dedicated Lands in a manner consistent with the approved land use plan.

ARTICLE 5 – RIGHT OF INSPECTION AND ENTRY

- 5.1 The Board of Trustees or its duly authorized employees and agents shall have the right to inspect the Dedicated Lands and the works and operations of the City in any manner pertaining to this MOU.

- 5.2 The Board of Trustees or its duly authorized employees and agents shall have the right to enter and occupy the Dedicated Lands for the purposes necessary to meet its responsibilities, including protection of the Dedicated Lands.

ARTICLE 6 – NOTICES

- 6.1 Any and all notices given or required under this MOU shall be in writing and shall be delivered in person or by United States postal mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

Board of Trustees

State of Florida
Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, MS130
Tallahassee, Florida 32399-3000

City of Destin

City Manager
2700 Indian Bayou Trail
Destin, Florida 32541

ARTICLE 7 – AMENDMENT OR MODIFICATION

- 7.1 No modification, amendment or alteration of the terms or conditions of this MOU shall be valid unless in writing and lawfully executed by both parties.

ARTICLE 8 – LIABILITY

- 8.1 The City shall be fully responsible and liable for all claims, liabilities, damages costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent acts or omissions of its officers, employees, representatives and agents. The City shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28(16)(a), Florida Statutes (2011).
- 8.2 Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 8.3 The Board of Trustees does not warrant or represent that the Dedicated Lands are safe or suitable for the purpose for which the City is permitted to use them.

ARTICLE 9 – IMPROVEMENTS

- 9.1 All improvements placed on the Dedicated Lands by the City must be for public park and public recreational purposes and shall be approved by the State of Florida Department of Environmental Protection, Division of State Lands, as staff to the Board of Trustees, for design, specifications and location prior to construction.

ARTICLE 10 – NON-DISCRIMINATION

- 10.1 No person, on the grounds of race, color, religion, sex, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this MOU.

ARTICLE 11 – SEVERABILITY

- 11.1 This MOU has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this MOU shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU.

ARTICLE 12 – NO THIRD PARTY RIGHTS

- 12.1 The parties hereto do not intend nor shall this MOU be construed to grant any rights, privileges or interest to any third party.

ARTICLE 13 – STANDARDS OF COMPLIANCE

- 13.1 The City, its officers, employees and agents, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this MOU. The Board of Trustees undertakes no duty to ensure the compliance of the City, its officers, employees and agents.

ARTICLE 14 – ENTIRE AGREEMENT

- 14.1 This MOU with all incorporated attachments and exhibits represents the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed on the date first written above.

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

By: 
Scott E. Woolam, Chief
Bureau of Public Land Administration,
Division of State Lands, State of
Florida Department of Environmental
Protection

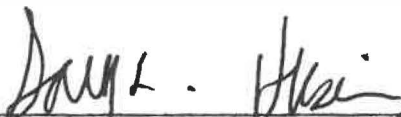
CITY OF DESTIN, FLORIDA

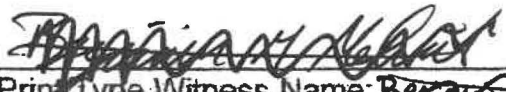
By: 
~~Sarah Sammons~~ Mayor

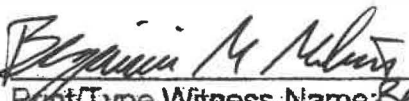
(Official Seal)

Attest:


Rey Bailey, City Clerk

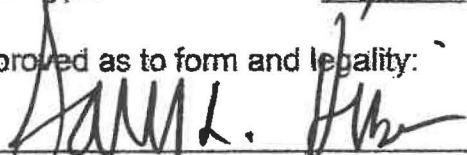

Print/Type Witness Name: GARY L. HEUER


Print/Type Witness Name: Benjamin M. Melor


Print/Type Witness Name: Benjamin M. Melor

Print/Type Witness Name: _____

Approved as to form and legality:


DEP Attorney

Approved as to form and legality:

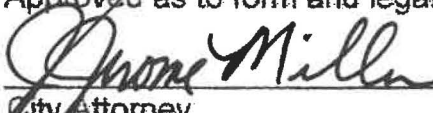
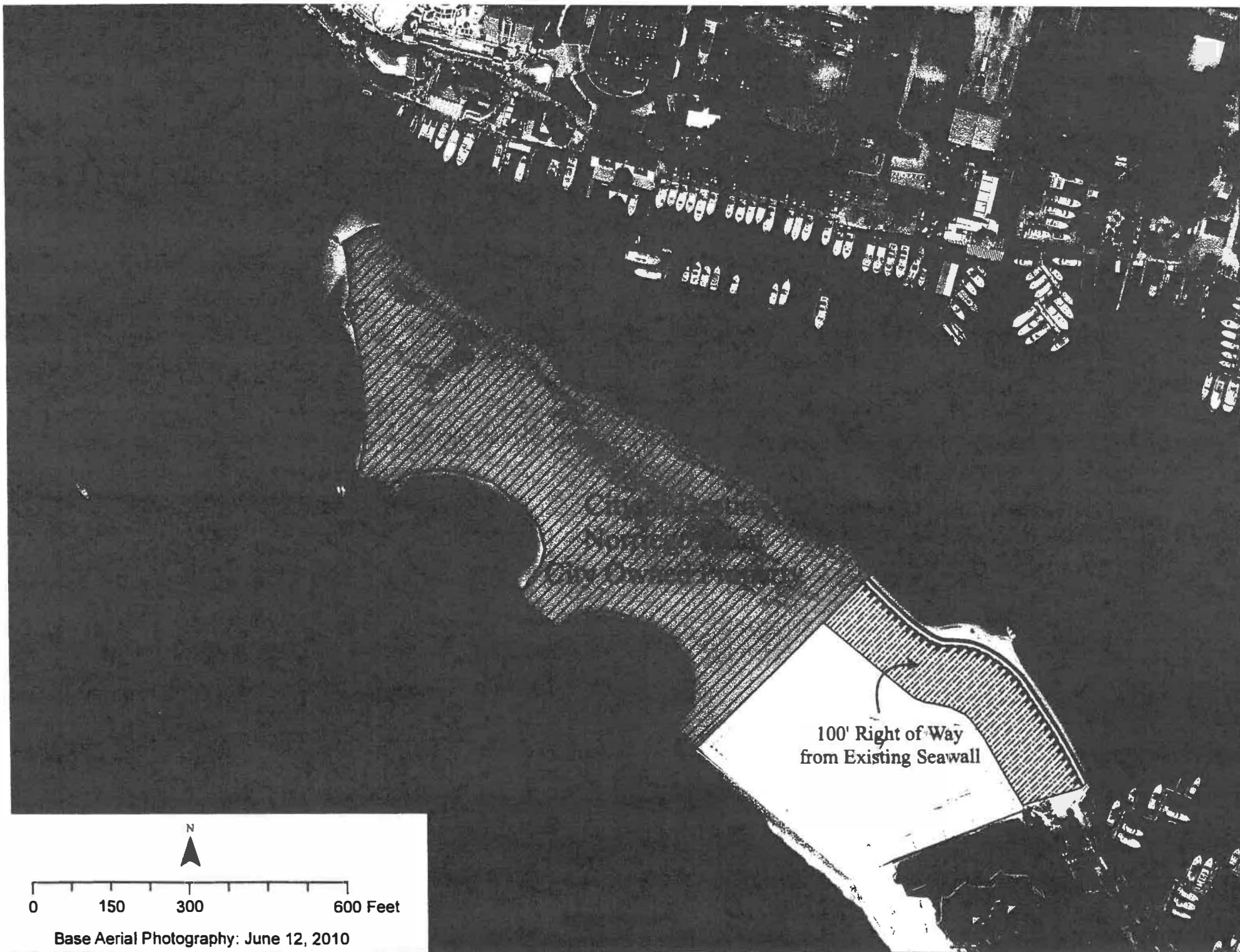

City Attorney

Exhibit "A"

The Northwesterly 1600 feet of that portion of land which formerly comprised a part of Santa Rosa Island that lies east of the New East Pass Channel, more particularly described as: Begin at a concrete monument on the South right-of-way line of Highway 98, on the East line of Calhoun's subdivision as per plat recorded in the Office of the Clerk of Circuit Court of Okaloosa County, Florida, thence run South 2147.80 feet to a concrete monument; thence run N 85° 08' W 1232.68 feet to a point; thence run N 78° 02' W 1437.22 feet to a point; thence run N 76° 56' W 1180.53 to a point; thence run N 56° 16' W 981.30 feet to a point; thence run N 45° 41' W 748.90 feet to a concrete monument for the point of beginning of the parcel to be described. Thence run S 44° 19' W to the shore of New East Pass; thence meander Northwesterly along the shore of New East Pass a Northwest distance of 1620 feet more or less; thence follow the meander around the point and meander Southeasterly to a point on the shore of Old East Pass bearing N 44° 19' E of the point of beginning, thence S 44° 19' W 175 feet, more or less to the point of beginning, subject to an easement in the Northwesterly 800 feet thereof in favor of the Corps of Engineers to dump dredge spoilage from operations in East Pass, in Okaloosa County, Florida.



**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
AUGUST 19, 2019
CITY HALL ANNEX COUNCIL CHAMBERS
6:00 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Steven Menchel
Councilmember Cyron Marler
Councilmember Parker Destin

Councilmember Prebble Ramswell
Councilmember Chatham Morgan
Councilmember Skip Overdier
Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson
Code Compliance Manager Joey Forgione
Parks/Recreation Director Lisa Firth
Public Services Director Michael Burgess
Community Development Director Louis Zunguze
Tim Whaler, 3TP Ventures
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Principal Planner Lauren Witt
Finance Director Bragg Farmer
Public Info Manager Catherine Card
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM; followed by the recitation of the Pledge of Allegiance. Rabbi Shaya Tenenboim of the Chabad of Emerald Coast gave the invocation

AGENDA APPROVAL

Councilmember Marler requested that new agenda item 2D – *Report from Code Compliance and Community Development Departments on Livery Vessels and Short-Term Rentals* – be added on the agenda.

Motion by Councilmember Destin, seconded by Councilmember Menchel, to approve the agenda, adding Agenda Item 2D, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of June 17, 2019 Regular City Council Meeting

Motion by Councilmember Destin, seconded by Councilmember Marler, to approve minutes of June 17, 2019 Regular City Council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted “yes”).

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

A. Destin Little League Recognition

The Mayor recognized the following little league teams for their accomplishments this year and gave each of the players and coaches a City of Destin pin:

- Destin Little League Girls Softball Team 2019 Machine Pitch District 1 Champions
- Destin Little League Boys Softball Team 2019 Machine Pitch and Coach Pitch District 1 Sectional Champions

B. Updates: Norriego Point Phase III & Joe's Bayou Recreation Area Pearce Barrett, Project Coordinator, FDEP

Mr. Pearce Barrett, FDEP Project Coordinator, provided the following updates on the Norriego Point Restoration and Recreation Project:

➤ Project Status

- ❖ Norriego Point Recreation Facilities Current Design Status – 60%
- ❖ Final Plans and Permits – October 2019
- ❖ Advertise for Bids in October–November 2019 (pending receipt of all permits)
- ❖ Begin Construction of Recreation Facilities – January 2020
- ❖ Finalization of Stabilization – October 2018
- ❖ Dune Vegetation Element – April 2019
- ❖ Recreational Facilities Finalize Construction – July 2020
- ❖ Norriego Point Current Engineer's Opinion of Probable Construction Costs – 60% design

<u>DESCRIPTION</u>	<u>TOTAL COSTS</u>
▪ General Items (Mobilization, Gen. Cond., Survey/QA and QC)	\$245,600
▪ Demo/Site Prep	\$71,400
▪ Temp. Construction Access Road	\$51,700
▪ Utilities	\$202,000
▪ Landscape/Erosion Control	\$27,300
▪ Restroom & Pavilion (showers, water fountains, ramps)	\$505,000
▪ Signage, fencing, kiosks	\$17,000
▪ Boardwalk (harbor, beach & Shelter access, entry way, benches)	\$1,612,000
▪ Dune Crossovers (3)	\$320,000
▪ Boardwalk lighting (optional)	<u>\$80,000</u>
TOTAL	\$3,132,000

➤ Norriego Point 60% Plan

- ❖ Changes made since 30% based on comments from City Council, Recreation Committee and City staff

- Roadway on southern end of the project is not included in the project in terms of funding
- Roadway has been designed and will be included in the permitting documents
- Recreational Components
 - Pavilion
 - Restrooms
 - Showers
 - Drinking Fountains
 - Environmental Educational Signage
 - Multi-use Trail (Boardwalk)
 - Bike Racks
 - Vehicle parking along access road adjacent to park (Note: Construction of this road is not funded through the NRDA Deepwater Horizon Early Restoration Funds)
 - Build temporary construction roadway as part of the project on top of what could be permanent roadway
 - It will be a limestone base. It will be the City's lime rock if City is unable to build full asphalt road
 - Additional components: Dune Crossovers (3) and emergency vehicle access
 - Dune crossovers not originally part of the project. They were added during the design to not destroy the dune
 - Intended for at least one crossover to be ADA accessible but later determined it was not feasible
 - They feel they meet ADA requirements by providing ADA facilities and beach access in the boardwalk area

DISCUSSION:

Councilmember Marler inquired as to the Hurricane ratings for the restroom facility; to which Mr. Barrett replied about 155 mph.

Councilmember Overdier asked who will pay to build the temporary construction road.

Mr. Barrett stated that the money was originally proposed to come out of the development order for the Pointe One property located adjacent to the park.

Councilmember Braden asked if the US Corps of Engineers is requiring the City to open the northernmost embankment for boat parking.

The City Manager replied it was a suggestion made by FDEP that they open up that embankment for boats to potentially bring passengers into the point. According to Bureau Chief for Land Administration for FDEP, the new sand that was placed on Norriego Point could be

considered State sovereign land. The City is currently exploring whether they would need to lease the land from them or if they have rights to the uses that are allowed on that land.

Mr. Barrett stated that he cannot speak to this issue at this time. It is coming out of the Department of State Lands. However, it would not affect this current project.

Councilmember Ramswell noted there was quite a bit of concern within the community when restrooms were subsequently added at some point after the initial application has been done; and that the addition of a family restroom facility is quite disturbing to her knowing full well that people were already upset with the inclusion of the restrooms to begin with. She asked whose decision it was to add a family restroom facility.

Mr. Barrett explained that when the 30% drawing was completed, it was determined by different entities that a restroom expansion is necessary to handle the number of people a park that size could generate through boat traffic from the harborside and people coming in from the inlet side.

Councilmember Ramswell asked if they have had any discussions with the property owner about the construction of the permanent road.

The City Manager replied they have not made much progress in that regard; however, it was his understanding that the construction roadway will be put in at FDEP's expense.

According to Mr. Barrett, the construction road estimated at \$50,000 is a necessary road and would be put in at FDEP's expense. He continued that unless the permanent road is built on top of it immediately, he would suggest stock-piling the lime rocks somewhere and using it when the time comes rather than leaving them there to be covered over with sand if they wait too long.

The Land Use Attorney noted that the permanent road is a required condition of the owner's final development order as a public benefit.

Councilmember Destin suggests they pursue funding for the permanent road using City funds to prevent the degradation of that road.

Mr. Barrett noted that the cost estimate for the permanent road including sidewalks and landscaping is approximately \$350,000.

Councilmember Destin moved to approve the Norriego Point Restoration and Recreation Project 60% plan and instruct City staff to invite the Bureau Chief for the Land Management Division of FDEP to attend a future Council meeting to discuss the issue regarding the potential for a transit stop dock requested to be included in the plan. Councilmember Menchel provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted "yes").

Next, Mr. Barrett addressed the Joe's Bayou Recreation Area and Mattie Kelly Park and Nature Walk Improvements Project. He reported that the project has been approved and the money has been released and they are now moving forward with the project. He then provided a brief summary as well as the overall plan for the project.

Project Description

- This project which is to enhance recreational opportunities in the Joe's Bayou Recreation Area and Mattie Kelly Park and Nature Walk is being implemented by the FDEP FL Trustee in coordination with the City of Destin and the Choctawhatchee Basin Alliance
- For Joe's Bayou the project would include construction and improvements to:
 - ❖ Boating (power and paddle-craft) access
 - ❖ Restroom facilities
 - ❖ Fishing pier
 - ❖ Walking trails and sidewalks
 - ❖ Site work at former Cemex Plant site
 - ❖ Repair/Replacement to retaining wall at Cemex Plant site
 - ❖ Stormwater pond restoration with littoral planting and aeration
 - ❖ Saltmarsh and upland restoration
 - ❖ Parking improvements and expansion
 - ❖ Interpretive educational signage
 - ❖ Lighting improvements
 - ❖ Living shoreline
 - ❖ Landscaping/irrigation/benches/trash receptacles
- For Mattie Kelly Park Improvements
 - ❖ Wetland enhancements
 - ❖ Construction of additional parking
 - ❖ Additional boardwalk
 - ❖ Improvements to drainage and stormwater management
- Project Budget: Total - \$11,453,700
- Anticipated Schedule
 - ❖ Release request for Statement of Qualifications – October 2019
 - ❖ Receipt and shortlist of professional firms – November 2019
 - ❖ Notification of shortlisted firms – December 2019
 - ❖ Presentation and selection of professional design firm – January 2020
 - ❖ Negotiation and execution of contract with selected design firm - February 2020
 - ❖ Notice to Proceed – March 2020
 - ❖ Planning and public presentations – April thru May 2020
 - ❖ Engineering, permitting, preparation of final construction documents – June 2020 thru June 2021
 - ❖ Release for bids – July 2021
 - ❖ Start of construction – November 2021
 - ❖ Complete construction – April 2023

DISCUSSION:

Councilmember Ramswell noted that a lot of people have requested that this park be dog-friendly or pet-friendly. She asked if this request is being considered for this park.

Mr. Barrett stated that the purpose of the planning meetings is to receive and explore ideas such as this before they start the planning process.

Councilmember Ramswell inquired as to the likelihood of the boat ramp being kept open.

Mr. Barrett stated that ideally, they would need to shut it down; however, if the boat ramp cannot be shutdown permanently because it is a very popular boat ramp or if it cannot be shut down for a specific period of time, they could probably schedule the construction around the period when the boat ramp can be shutdown. They could also consider making a portion of the boat ramp to remain open during the construction period.

C. Future Land Use Map (FLUM) in Crystal Beach Area Mr. Karl Seekamp, Sovereign Isle

Mr. Karl Seekamp, resident of Sovereign Isle, stated that previous presentations from staff to correct the Future Land Use Map to match the Zoning Map failed to address the concerns in his residential neighborhoods with regards to the proposed re-zoning of a parcel being referred to as Area 15 from ROI-TD to Commercial General. He pointed out that the proposed changes countered the Comprehensive Plan Objective 1-1.2., *“Protecting existing stable single-family residential areas from adverse impacts by new development. These areas include historically residential neighborhoods in mixed-use designation. Ensure that any new development or re-development provides smooth transition in land use.”* He also pointed out that both Emerald Breeze and Sovereign Isle residential neighborhoods are immediately abutting next to Area 15, and there would not be a smooth transition in land use.

Mr. Seekamp also noted that the proposed change would violate Comprehensive Plan Objective 1-1.3, *“Amendments to the Future Land Use Map shall consider the established pattern of land use and shall continue to promote stable residential areas. It shall consider the need, protect and preserve the quality of Destin residential areas. Commercial in-fill and re-development shall be regulated to avoid negative impacts on established residential neighborhoods.”*

Mr. Seekamp also highlighted that the proposed change is inconsistent with Comprehensive Plan Policy 1-3.6.4, *“Identification of land use and zoning inconsistencies. Undeveloped lands located in a zoning district that are inconsistent with the approved Future Land Use Map designation for that property shall be rezoned to the least intensive district appropriate to that land use designation.”* He continued that the proposed rezoning of the parcel to Commercial General counters this policy.

Mr. Seekamp offered the following recommendations:

Correct the Future Land Use Map making it:

- Compatible with existing neighboring development and zoning
- Consistent with the comprehensive plan
- Consistent with needs and desires of residents

Councilmember Ramswell asked if the neighborhoods have come to a consensus about this issue and residents are generally in the same line of thinking.

According to Mr. Seekamp, he cannot speak for everyone in the neighborhoods except for the 153 people who signed the petition that they did not support the proposed Commercial General rezoning of Area 15.

The Land Use Attorney noted they have met with Mr. Seekamp and a few of the other residents and they are working on a draft ordinance that makes some changes to the Commercial General zoning addressing some of the concerns of the residents; and that the majority of these residents seemed to be pleased with the direction the City is currently undertaking. This ordinance would be brought to the LPA for recommendations and then to the City Council for approval next month.

D. Report from Code Compliance and Community Development Departments on Livery Vessels and Short-Term Rentals

Code Compliance Manager Joey Forgione provided the following data on livery vessels and short-term rentals:

Livery Vessel Registration

- 17 companies
 - ❖ Registration fee increased from \$75 to \$100
 - ❖ Total: \$41,800 (increased of \$9,150 from the previous year)

Short-Term Rental (STR)

- Phone calls related to STR – approximately 300 per week
- Parking citations issued from October 1, 2018 to date - 1,160
- Trash can warnings and citations – 121
- Noise complaints – 7
- Sign violations – 50
- Miscellaneous investigations (beach complaints/commercial events) – 120
- Rental inspections (Parking/Advertising/Misc. Violations) – 646
- Total # of registered short-term rental properties
 - ❖ 2018 – 876
 - ❖ 2019 – approved to date – 591
 - ❖ 2019 in process – 256
- 108 Notices of Violation issued for non-registered properties
 - ❖ 84 have not registered for 2019
 - ❖ 13 registered in 2017, but not in 2018 and 2019
 - ❖ 11 have never registered
- A second round of 100 Notices of Violation going out to non-registered properties
- Total number of cases from October 1, 2018 to September 30, 2019 – 4,243
- Total number of calls for service from October 1, 2018 to August 9, 2019 – approximately 5,502 (approximately 3,300 were short-term rental related)

Community Development Director Louis Zunguze noted that short-term rental owners are not happy with the fee increases; however, short-term rental is one of the most high intensity

and high maintenance of all the uses in the City with respect to the demands it puts on the full range of resources the City provides; and that it is important that it contributes to its welfare. He feels the schedule of fees approved by the Council is reasonable and it is commensurate with the type of services the Code Compliance Department provides.

Councilmember Overdier stated that he fully supports the efforts of the Code Compliance Department. They are trying very hard to enforce the short-term rental regulation and correct everything that is wrong with short-term rentals. This requires additional resources and additional funding, which justifies raising the short-term rental registration fees from \$200 to \$500.

Councilmember Ramswell stated that she agrees completely with Councilmember Overdier; adding that she spent a couple of hours online checking short-term rental and vacation rental registration fees being charged by other municipalities, and Destin ranked in the bottom quarter of what she had found.

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

Mr. Galen Alsop, a property owner at the Village of Crystal Beach, stated that short-term rental is not a multi-million dollar business for everybody; adding that he operated at a \$17,000 loss last year alone. It is becoming a significant challenge for him to maintain his property each time the City increases fees and taxes. He stated that he supports the City's position but some of the rules are unclear. He had called the City several times in the past and received different answers to his questions each time. He stated that he is one of the owners who try to abide by all the rules and want to make Destin a place people want to come to vacation as a family. They are willing to work with the City, but it seems they are on the opposite side of the fence when they hear comments from the City about short-term rentals.

Ms. Patti Brown, a Destin resident, stated that she sent an email to the Council with a picture of a recycling box for beach goods that are discarded primarily during weekends. She continued that PAWS at Fort Walton Beach is really struggling and is barely able to pay their electric bills. She asked for the City to support putting these boxes out and providing some assistance to PAWS by donating the items to their thrift stores. There are some scouts and a lot of high school students that need community service hours that would be willing to volunteer their time monitoring and collecting these boxes.

Ms. Brown also noted there have been some lives lost on the Gulf Coast this year from drowning. There are people that come to visit their beaches that do not know how to swim; or they do not understand the flag system, or they do not take the time to read it and take the necessary precaution. She stated that they need to think of a way to catch people's attention and get this information across to them. A good example is an interesting slogan written on stickers and posted everywhere at Maui that reads, "*When in doubt, don't go out.*" She suggests doing something like this to get the message across to people.

The Mayor stated that he had been working with the City's Public Information Manager Catherine Card on ways to better educate the people on this issue and publishing the information on the City's Facebook page. He asked Ms. Brown to share her ideas with Ms. Card.

Councilmember Menchel suggests the Short-Term Rental Task Force championing this issue and getting all the short-term rental homes to include a copy of the sheet of paper that illustrate the flag system in the registration packet for their guests.

Mr. Ken Wampler, a Destin resident, stated that he wishes to clarify some of the comments made by some members of the Council regarding about the fee increases for short-term rental registrations. He stated that the comment that short-term rental owners were against the fee increase because it was not previously discussed at a Council meeting was inaccurate. The exact nature of the complaint was that the proposed fee increase was not included in the fee schedule and was nowhere to be found. He also stated that the comment that short-term rental owners would never agree to a fee change was also inaccurate because in 2017, they worked with City staff on increasing the registration fee to \$200. He feels it is outrageous to now increase the fee by 250 percent. He also noted that the Business Tax Receipt Equity Committee that was previously appointed by the Council recommended a lot of changes to the fee schedule. They have also added some severe penalties and some strong language in the code to assist the Code Compliance Department in taking actions against the offending parties. None of their recommendations was ever adopted. He recommends adjusting all the fees across the board and not just for short-term rentals; adding that there are more good rental operators than bad, and so raising the fees to punish the good operators is unfair.

Ms. Patti Brown noted that as a member of the Short-Term Rental Task Force, she conducted a lot of research and contacted the Code Enforcement department at various resort areas in Florida as well as in other states about their fee schedule. She learned there are a lot of differences in fee schedules. Some municipalities are charging additional fees for such things as initial registration, renewals, inspections and business licenses. She noted that she lives on Shirah Street where there are more bad rental agents than good rental agents. The Code Compliance Department is doing a good job enforcing the code, but they still have a lot of work to do and need additional manpower to do it. She added that a notice of violations was issued to 108 short-term rental houses in Destin for not registering in the City, and there are a hundred more houses currently being investigated.

Next, Mr. Ken Wampler expressed support for the ordinance regulating parking for outdoor dining. He stated that most of the restaurants in the harbor with outdoor seating do not have sufficient parking. He suggests they approach this issue the same way they approach the occupancy restrictions to include the grandfathering aspect.

Ms. Cary Harbarger, a Destin resident, noted that the old Cemex Plant tested positive for fly ash in 2014. She asked if the City is aware of it and requested an update.

According to the City Manager, the facility passed the two required environmental testing that were performed but they would try to get an answer to that question.

Ms. Harbarger also reported that some of the people that live on part of Sibert Avenue have an easement that comes almost to their front door. She asked the City to find why such as easement was obtained and whether it is needed, and maybe considering abandoning it.

Ms. Marcie Bell addressed the livery vessel and short-term rental registration fees. She stated that the current fee of \$100 per year for livery vessels when divided by 12 months is barely the value of a meal. On the other hand, the short-term rental registration fee of \$500 per year or \$41.67 per month barely equates to the price for a full tank of gas for a medium size vehicle, while the earning potential for rental properties is skyrocketing. She suggests they figure out a way to collect fees from condominiums.

4. CITY MANAGER REPORTS

A. Membership appointments Destin Youth Council

The City Manager requested that the Council appoint 5 students to the Destin Youth Council.

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

- **Katherine O’Leary**
- **Michael O’Leary**
- **Cooper Stanford**
- **Alexandra Rodriguez**
- **Elizabeth Wasson**

B. Update: Municipal Software Project

The Deputy City Manager Webb Warren and Community Development Director Louis Zunguze provided the following update:

- **Energov** – the Deputy City Manager, IT Manager, Public Services Director and Community Development Director jointly reviewed the quote from Tyler Technologies for the Energov solution. The quote was then signed by the City Manager and a purchase order has been requested. The exact start date has not been formally memorialized by Tyler’s Technology’s implementation team, but all involved have a continued expectation of a late 2019 formal start date
- **Document Scanning** – Destin’s IT staff and the Community Development Department staff are defining the data standards to be expected in the final deliverables and memorializing those standards into a scanning contract. This effort will ensure that Destin will be provided the product with the best metadata and compatibility for the Energov product. The scanning contract is expected to be executed as soon as possible
- **Development Review Processes and Work Flow Critical Paths** - The Community Development staff has set up and chairs the Interdepartmental Development Software Task Force Team comprised of Community Development, Code Compliance, Public Services, Clerk’s Office and IT staff to review and streamline all development review processes, application forms and work flow project critical paths, in preparation of the Energov software implementation process

- GIS Interface – The Deputy City Manager, IT Manager and GIS Manager met with the Tyler Technologies team to work on details concerning the GIS implementation portion of the project. Staff analyzed Energov’s spatial data model and requirements for the project. Staff is using this information to prepare Destin’s spatial data for the project. Some challenges have been identified with the shared property appraiser’s parcel data, but those issues are being mitigated by staff
- Interlocal Collaboration – The Deputy City Manager met with Okaloosa County’s Information Technology Director to leverage the City’s strategic partnership to enhance their GIS and technological capabilities for the project. The meeting reinforced their ongoing partnership and commitment to sharing data between the property appraiser, Okaloosa County GIS and the City of Destin

C. Annual Transportation Concurrency Analysis

Mr. Tim Whaler, the City’s project consultant, provided the following presentation of the 2018 Annual Transportation Concurrency Analysis:

- The Comprehensive Plan establishes the Multimodal Transportation District (MMTD) to replace the traditional concurrency requirements governing available road capacity and automobile trip making with a system that assesses concurrency based on pedestrian-oriented site design and multimodal infrastructure development
- Road capacity projects and multimodal improvements required to accommodate the development allowed for in the future land use map are outlined in the transportation element of the comprehensive plan and funded through the multimodal impact fee

The Concurrency Analysis and Policy

- The Annual Transportation Concurrency Analysis (ATCA) and Biennial Report are monitoring tools designed to:
 - ❖ Document existing conditions for development review
 - ❖ Monitor the MMTD
 - ❖ Help prioritize transportation projects as part of the annual capital improvement program (CIP) assessment

Deliverables

- Collect traffic counts
- Report trends and conditions
- Revise transportation model
- Update development committed trips tracking database

Traffic Counts

- Data collection period targets 2nd week in July
- Counts not taken on US Hwy 98 due to construction activity

- 3 turning movement counts
- 27 mid-block counts
- 5 pedestrian counts

Trends

- Increasing volumes in Old Destin and Crystal Beach
- Decreasing volumes in Town Center/Main Street area
- US Hwy 98 construction impacting movements east of Airport Road

Capacity in the MMTD

- Monitoring Maximum Service Volume (MSV)
 - ❖ US Hwy 98 - LOS-E
 - ❖ Collectors - LOS-D
- In prior years, the MSV for US Hwy 98 was determined by synchro using the Highway Capacity Manual (HCM) signalized intersection
- This year MSV for US Hwy 98 based on 2018 FDOT Quality/Level of Service Handbook Tables
- Commons Drive, including all segments between Airport Road and Matthew Boulevard, is operating at a failing level of service based

MMTD Monitoring

- Comp Plan Policy 2-1.3.25 establishes the monitoring threshold for the MMTD

Model

- Updated
 - ❖ Roadway geometry changes
 - ❖ Traffic count data
 - ❖ Signal timings
- Transportation model to serve as basis for planning including development review and CIP prioritization

Nest Steps: Change Monitoring Procedures?

- Policy 2-1.3.27: Refine or Revise Methodology. The City may elect to refine or revise this methodology based on experience gleaned through implementation of these procedures:
 - ❖ Data collection
 - Time of year
 - Length of counts
 - Locations

- ❖ Monitoring thresholds
 - Level of service
 - Methodology
- ❖ Concurrency determination

Next Steps: Change Policies

- Model the future transportation network (Comp. Plan Map 2-1) with future growth from FLUM designations
- Revise FLUM and/or future roadway network to balance growth with capacity as part of the evaluation and appraisal process
- Update impact fee to mitigate new development

Councilmember Ramswell pointed out that the 2017 data shows that US Hwy 98 traffic has slightly decreased, while back street traffic on Azalea, Beach, Calhoun, Commons Drive and Kelly are way up. It proves a point that everyone is getting off US Hwy 98 trying to find other avenues of travel throughout the City. It also explains the problems they are seeing along Commons Drive. She continued that even with the significant increase in back street traffic, the level of service on US Hwy 98 appears stable. While the report shows a level of service “E” for US Hwy 98, FDOT previously reported a level of service “F” for this road.

Mr. Whaler explained it was a continuation of what was previously in place. He stated that before the City switched to a Multi-Modal Transportation District (MMTD), the level of service for the roadway was established as level of service “D”; and that it was just continued in the monitoring report. He continued there were increases in traffic on the connector network. According to some of the City’s older comprehensive plan, the effort was to increase that connectivity within the collector roadway network as an alternative to adding capacity on US Hwy 98 through the harbor district. It was the strategy that was established way back in time, and it continues to be the case in future transportation network in the comprehensive plan.

Councilmember Ramswell noted there is a map in the comprehensive plan that shows a potential road coming off Azalea Road and Benning Drive, which is under consideration. She asked if that road is still part of the plan; and if not, why is that map still in existence.

Mr. Whaler stated that he has not seen the map Councilmember Ramswell was referencing; adding that the only map they are using for long-range planning is the map that was adopted in the comprehensive plan and which is currently being shown on the screen. This map includes the crosstown connector and the connection coming to the west as well as the segment of Mattie Kelly Blvd and the 98 Palms extension.

Mr. Zunguze stated they would go through the current comprehensive plan through their Evaluation and Appraisal Report (EAR) process which is about to start and make sure they have the most current information.

Councilmember Menchel pointed out that this document validates something they have been discussing for quite some time; that is the multi-modal process having some impact on development. He stated that when multi-modal was brought about in 2005, it took away the

concurrency in terms of development. He then inquired as to the definition of two-way link traffic.

Mr. Whaler explained that a two-way link traffic means combining the volumes for east bound and west bound traffic and coming up with one number.

Councilmember Menchel asked City staff to bring back some ideas on policy changes and methodology at a future Council meeting for discussion.

Councilmember Braden asked who is responsible for making sure the Annual Transportation Concurrency Analysis is conducted.

Mr. Zunguze replied it is his responsibility to make sure this annual analysis is conducted through the direction of the City Manager.

Councilmember Ramswell asked staff to provide a comparison of FDOT's analysis versus City staff's analysis going forward.

D. Request for Direction from City Council Regarding Preparation of an Ordinance Regulating Outdoor Dining/Parking

Councilmember Destin moved to direct staff to prepare an ordinance which incorporates Option 2, to establish minimum parking standards for outdoor dining areas to be added to Article 8.06.00 of the City's Land Development Code; seconded by Councilmember Overdier.

Councilmember Ramswell pointed out that Option 2 is one parking space for every 200 square feet of outdoor dining space; but the norm for inside parking space is one space per 100 feet of dining space.

According to the Mayor, the requirement is different for each type of restaurant. Most restaurants in the South Harbor district are seated dining and not fast food.

Mr. Zunguze stated that they are trying to avoid the confusion they get into between fine dining and other kinds of dining by simply giving one standard for parking space per square footage for outdoor dining.

Councilmember Marler recommends they include the actual definition for "Outdoor Dining."

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

E. Request for Direction from City Council on Change of Use Ordinance and Invocation of Pending Ordinance Doctrine

According to the Land Use Attorney, they are trying to create an ordinance to address changes of use within the City; and that one thing they want to add is that if there is a project that is not in compliance with the existing development order for a property, the owner will not be able to get any other permits on that property.

Mr. Zunguze stated that given the size of the City, a new development is going to be primarily generated through redevelopment opportunities. Additionally, existing developments are required to be consistent with any existing development orders. There is a need for a citywide change of use development review process that will address any use of a building or land that changes or proposes to change the nature or intensity of its current use. They want to provide a smooth process to capture the changes of use that are taking place to ensure all requirements are being met and to mitigate the impacts on the surrounding properties.

Councilmember Destin moved to direct staff to prepare Ordinance 19-16-LC to add a new section to the Land Development Code establishing a change of use regulatory process in accordance with the staff report as presented. Further, pursuant to *Smith v. City of Clearwater*, 383 So. 2d 681 (Fla. 2d DCA 1980) a “zoning in progress” is hereby announced as to the referenced Land Development Code amendments regulating changes of use within the City, thereby invoking the Pending Ordinance Doctrine. Consideration of all application for development approval including any application for development order, development order amendment, building permit, or zoning approval, which is received by the City after the date hereof, and which may be affected by the referenced Code amendments, shall be compliant with such Code amendment. Councilmember Overdier provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted “yes”).

F. Request for Direction from City Council Regarding Consolidation of ROI zoning districts and Zoning/FLUM Changes to Areas 4 & 5

Mr. Zunguze stated they are prepared to move forward with consolidation of ROI zoning districts and Zoning Map and Future Land Use Map changes to Areas 4 and 5. They have also looked at the potential for reducing the number of classifications that could potentially go into those areas and create one ROI zoning district.

Councilmember Ramswell moved to direct staff to prepare a Zoning Map amendment to rezone Areas 4 & 5 to ROI-GD, amend the Land Development Code to consolidate ROI-VR AND ROI-GD, and amend the Future Land Use Map and Zoning Map to change all parcels zoned ROI-VR to ROI-GD, seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted “yes”).

G. Request for Direction from City Council to Prepare an Ordinance Addressing Consistency of Zoning and Future Land Use Map Area 7

Mr. Zunguze noted that the zoning of Area 7 is currently not consistent with the land use classification in the Future Land Use Map. The Destin United Methodist Church’s property is currently split-zoned with the majority of the property zone Institutional, and the east end of the

parking lot zoned Commercial General. After meeting with the administrator of the Church, it was decided that the east end of the parking lot should be rezoned to match the remainder of the property.

Councilmember Overdier moved to direct staff to prepare Zoning Map and Future Land Use Map amendments for the northernmost parcel of Area #7 (as explained in the staff report) to be changed to Institutional and prepare a Zoning Map amendment for the remainder of Area #7 (as explained in the staff report) to be rezoned to Institutional; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted “yes”).

H. Request from Property Owner re: Crystal Sands Beach Access

Principal Planner Lauren Witt presented the item to Council. She stated that the representative for the Crystal Sands Condominium is requesting to relocate the 60' easement currently located between the two Crystal Sands buildings, to the east side of the property directly adjacent to the existing 40' public beach access and submit a deviation to their development order application in order to construct a swimming pool and other amenities at that location and provide them additional connectivity between the two parking lots. However, since their original development order from 1993 specifically includes that easement as a condition for the public's access to the beach, staff would need direction from the City Council.

Councilmember Braden stated this seemed to be a win/win situation for both parties.

The Mayor stated this request makes a lot of sense as long as they could achieve the legal document that change the easement agreement the City had with the original owner of the property.

Mr. Dennis Chavez, the architect for the project, noted that the letter from the Crystal Sands Homeowners Association's attorney stated that when they reviewed the records they found out that the 60' easement was actually a 20' easement. At some point, the 20' easement switched to a 60' easement and they are not sure when it happened. However, they are willing to honor the 60' easement. Part of the project is the restoration to the beach as well as relocating the center public easement to the east and adding it to the other 40' easement. It does not go all the way to the top because they have parking on that side. They are calling this project a continuity project for Crystal Beach; but they do not have continuity currently because they have the public using their pool and leaving trash and traversing in the middle of the property. This project would allow interconnectivity to alleviate some of the traffic on Old Hwy 98. The proposal is to provide the City with 100' contiguous beach front.

Councilmember Morgan recommends directing the Land Use Attorney to conduct due diligence to make sure the proposed 100' public access easement is absolutely legally accessible to the public and will never get shutdown.

Councilmember Ramswell asked if the bath house on the access point as shown in the plan was built by the City.

Mr. Chavez noted that bathhouse is not yet built. When they reviewed the architectural program, they determined they do not have enough restrooms for a commercial pool, and so part of the plan was to build a new restroom facility which will be located directly north of the pool. He added that if their request is granted, they will hire a civil engineer to handle the stormwater issue and then they will produce architectural drawings for that bathhouse.

Councilmember Morgan moved to direct the Land Use Attorney to conduct due diligence to make sure the 60' beach access easement when added to the existing 40-foot beach access easement are absolutely legally accessible to the public; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted "yes").

I. Public Recycling, Station at Public Services

Public Services Michael Burgess provided the following presentation relating to the City of Destin recycling issues:

- The 4 R's of Environmental Stewardship
 - ❖ Reduce – eliminate waste by purchasing items that require minimal packaging
 - ❖ Re-use – Many items around the home can be used over and over
 - ❖ Repurpose – Get creative and find other uses for otherwise discarded items
 - ❖ Recycle – Submit qualified items to the curb for pickup
- City of Destin Public Access Recycling
 - ❖ Three locations
 - City Hall
 - City Hall Annex
 - Maintenance Facility (Commons Drive)
 - ❖ Dumpster Style
 - 4 or 8 yd. cans within semi-secured enclosures
 - ❖ Area Signage
 - "No Dumping"
 - Waste Management's "Items Not Allowed" poster
 - Locks installed – combination locks installed at City Hall and Annex
- Items not fit for recycling
 - ❖ Plastic bags
 - Shopping bags and trash bags
 - Other loose sheet-type plastics (sheet films tarps, bubble wrap...)
 - ❖ Non-recyclable plastics
 - Hoses
 - Hangers
 - Extension cords
 - Toys
 - Pool floats
 - Styrofoam items

- ❖ Bulk items
 - Mattresses
 - Carpet
 - Large appliances
- ❖ Certain papers
 - Paper towels
 - Napkins
 - Cups and tissues
 - Dirty/greasy cardboard
- ❖ Electronics
 - TV
 - Small appliances
 - Batteries
- ❖ Food and drink
- ❖ Yard waste and wood
 - Grass clippings
 - Tree trimmings
 - Dirt
- ❖ Automotive items
 - Tires
 - Parts
 - Scrap metal
 - Car batteries
- ❖ Trash – normal household garbage
- Problems at Destin public facilities
 - ❖ Repeated contamination
 - ❖ Dumping outside of the enclosures
 - ❖ Dumping inside of the enclosures
- What we have done so far...
 - ❖ Install signage
 - ❖ Education via social media
 - ❖ One-on-one education
 - ❖ Added security – installed combination locks
- Effects of contamination
 - ❖ City does not pay for recycling, pickup at these locations per existing contract
 - ❖ Waste Management pays for refused loads at cyclor
 - ❖ Waste Management's "War on Contamination"
 - ❖ Good recycling efforts spoiled by the few
- Recommendations and direction
 - ❖ Time restrictions – October thru March? – 6am to 3pm ?
 - ❖ Regulatory change – Ordinance change to require recycling at commercial locations and multi-family facilities
 - ❖ Reduce allowable items
 - Only aluminum
 - Cardboard (special dumpster)
 - ❖ Removal - Remove dumpster at the Maintenance Facility

Councilmember Destin moved to direct staff to coordinate with Waste Management to remove the recycling receptacle on commons Drive and come back with an idea which public facility to place the recycling receptacle; seconded by Councilmember Overdier.

Councilmember Ramswell stated she is not in favor of removing the dumpsters because people want to recycle.

Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel, and Braden voted “yes”; Councilmember Ramswell voted “no”).

J. Request for Direction from City Council to build Pickleball Courts

Councilmember Morgan stated he is against the construction of outdoor pickle board courts because it would not be used year-round. The youth that they recognized today do not have access to a batting cage at the little league park. The cost for a batting cage is approximately \$30,000. He suggests purchasing a batting cage in lieu of constructing a pickle ball court.

Motion to spend \$30,000 on a batting cage for the Little League Park, in lieu of the \$40,000 for a Pickle Ball Court, and bring back a budget amendment; seconded by Councilmember Destin. Motion passed 5-2 (Council members Morgan, Destin, Overdier, Menchel, and Braden voted “yes”; Council members Marler and Ramswell voted “no”).

K. Half-Cent Sales Tax: Project Selection Process.

The City Manager noted that during the budget workshop on August 12th, Council discussed potential options for determining how to allocate proceeds from the half-cent sales tax revenues. It seemed the majority of Council was in favor of tasking one of the existing City committees, particularly the Public Works/Safety Committee, to perform this task.

Councilmember Menchel moved to assign the task to the Public Works/Safety Committee; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted “yes”).

L. Potential Expansion of the Tourism Development Tax Subcounty Special Taxing District

According to the City Attorney, per previous direction from the City Council, he and the Land Use Attorney contacted the Okaloosa County attorney with regards to this issue, and that the County attorney confirmed that the Board of County Commissioners had expressed interest in expanding the Tourism Development Tax subcounty special taxing district to include the entire County. He also stated that the memo he provided to the Council lays out the potential effects this will have to the City of Destin and its residents.

It was the consensus of the Council to invite the County Administrator John Hofstad, County Commissioner Kelly Windes and the County Attorney to a future Council meeting to address this issue.

City Attorney to request further interpretation of Florida Statute Section 125.0104 from the County.

With regards to the TDC composition as described in the staff report, Councilmember Ramswell asked if the seat which by State statutes could be filled by the County Commission Chair pertain to the undesignated seat. The City Attorney replied affirmatively.

M. Announcements

1. The next Council meeting will be held on Wednesday September 4, 2019.

5. PUBLIC HEARINGS

A. First reading of Ordinance 19-20-LC - Sign Requirements for Short-Term Rentals

The City Attorney read proposed Ordinance 19-20-LC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO SIGN REQUIREMENTS FOR SHORT-TERM RENTALS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF THE LAND DEVELOPMENT CODE ARTICLE 16 – SIGNS; AMENDING SECTION 16.03.00 – PROHIBITED SIGNS, PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SERVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Ms. Marcie Bell reported having a property across the street from her house with two short-term rental signs. One company left and another company came in. The former left their sign and so no one knows exactly whom to call.

Mr. Ken Wampler expressed support of the ordinance stating it is a step in the right direction.

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

Motion by Councilmember Overdier, seconded by Councilmember Ramswell, to approve Ordinance 19-20-LC on first reading passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted “yes”).

B. Innerlight Engineering Corporation, on behalf of Seaside Acquisition Group, LLC is requesting approval of a Major Deviation to an Existing Development Order and a Major Subdivision identified as “Beach Lofts.” The proposed development consists of 12 lots to be developed into 2-story townhome units. The proposed project is generally located East of Beach Dr, addressed as 130 Lola Circle. The total site area is 1.35 acres, more or less.

The City Attorney sworn in the following individuals for testimony:

Lauren Witt, Principal Planner for the City of Destin
David Smith, Innerlight Engineering Corp.

The Land Use Attorney asked that the entire staff report with all the attachments be entered into the record.

Ms. Witt noted that this application has been approved for all City codes and other agency requirements through the Technical Review Committee process. The project has an existing development order and the proposed deviation will result in the reduction in density.

Councilmember Ramswell noted that the staff report refers to an original development order number 05-33 from 2005; however, the current information showed a new development order number of 18-31-SP. She asked why the original development order from 2005 was being referenced if this is a new development order from last year. She continued it almost appear the original development order, which expired in 2011 based on the information from the file, was being utilized and this application is being presented as a deviation.

Ms. Witt stated that any property that has an existing development order must go through the deviation process. Even though the development order had expired, the new application for deviation must reference the original development order in order to reference the changes between the new proposal and the development order that was approved in 2005.

Councilmember Ramswell asked why the previous development order was even relevant when it already expired.

According to the Land Use Attorney, it is required by the code.

Mr. David Smith from Innerlight Engineering Corp. noted that the infrastructure was constructed per the 2005 development order, and it was approved for 15 units at that time. The current developer wants to reduce the density; and so the application that is before the Council tonight is for a major deviation to reduce the units to 12 units.

Councilmember Ramswell pointed out the information provided in the staff report does not show a rear setback.

Mr. Smith noted that based on the development order, there is a 15-foot rear setback.

Ms. Witt stated that may just be a typographical error in the report. Although there was no rear setback required, they will include the appropriate setback in the report.

Councilmember Ramswell pointed out that the initial development order was approved for 15 units and it looks like some of the foundation were already laid for 15 units. She asked what they plan to do with the extra space since they plan to reduce the number of units to 12.

Mr. Smith stated it was his understanding the previous developer did not move forward with any vertical construction with structural components; and so, the infrastructure

consists of asphalt, curbing, stormwater facility and water and sewer facility. There is no foundation that would have to be modified. They are moving forward with the new foundation based on the 12 units.

Councilmember Marler stated he was familiar with the property. It has been abandoned and misused for a long time. The drain grates were systematically removed or stolen.

Councilmember Destin asked if the initial 15 lots in 2005 were intended to be townhomes or single-family homes.

According to Mr. Smith, they were intended to be condominiums.

The Mayor opened a public hearing to receive comments for or against the proposed project. Having none, the Mayor turned the matter over to the City Council for their consideration.

Motion by Councilmember Ramswell, seconded by Councilmember Menchel, to approve the Major Deviation to an existing development order and major subdivision identified as "Beach Lofts" passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted "yes").

6. *CONSENT AGENDA

- A. 2019 US Police K9 Association National Field Trials
- B. Mayoral Support for the Defense Community Infrastructure Program

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

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

- A. Councilmember Braden
- B. Councilmember Ramswell

Councilmember Ramswell asked if there was a contingency plan in place for the Norriego Point road, as discussed earlier in the meeting, if they do not come to an agreement with the property owner, and whether it will void their development order. She also asked if having a public discussion about the public use issue that was brought up with FDEP and Trust for Public Land appropriate to discuss in public, or should it be discussed at an executive session.

The City Attorney noted that part of Council's direction was to invite the Bureau Chief for the Land Management Division of FDEP to attend a future Council meeting; and so, it may be more appropriate to discuss this issue at that time.

Councilmember Ramswell asked City staff to bring back a proposed policy for the Joe's Bayou boat ramp hours of operations.

Councilmember Ramswell announced she would bring some suggestions from the Destin High School, Inc. Committee at the next Council meeting on how the City might be able to help in some regard with the Destin High School.

Councilmember Ramswell also announced she recently attended the Florida League of Cities Annual Conference along with Councilmember Overdier. It was a great way to network and learn what other cities are doing.

C. Councilmember Menchel

Councilmember Menchel stated that he previously requested that they invite a representative from the Emerald Grande to attend a Council meeting to discuss the right turn lane from US Hwy 98 into Emerald Grande. They could not come tonight but a representative from Emerald Grande sent a copy of an FDOT District 3 Traffic Operations General Engineering Contract that specifically talked about US Hwy 98 and Stahlman intersection dated March 2019. No one in the City has seen it before. He urged everyone to review the document because it has a lot of useful information about some of the issues they discussed at a previous workshop pertaining to this subject.

According to Councilmember Menchel, the City Manager has confirmed that upon completion of the 3R Project, FDOT will install LED lights on US Hwy 98 from the Marler Bridge to Airport Road.

1. Sheriff's Contract discussion

Councilmember Menchel stated that there is a certain number of deputies patrolling the Destin area, and another group of deputies patrolling the unincorporated area. Captain Nix from the Sheriff's Office had given him a copy of a document with a time frame of January to August 2019, which provided answers to some of his questions.

- *How many times have the Destin deputies the City pays for leave the Destin area to respond to a service call at the unincorporated area of Destin to assist other deputies?* 335 times

Since it was previously reported by the Sheriff's Office that 80 percent of service calls are for tourists, 268 of these calls were tourist related.

- *How many times have the deputies from the unincorporated area of Destin responded to a service call in the Destin area to assist the Destin deputies?* 952 times

Which means 268 of these calls were tourist related.

Councilmember Menchel stated that they need to come up with an alternate funding source for the Sheriff's contract. The 13,000 full-time residents of Destin should not be paying for the Sheriff's contract. They need to find a way to get the TDD to participate.

It was the consensus of the Council to place this item on the next agenda and invite a representative from the Sheriff's Department as well as the TDC Chair and the County Attorney to discuss this issue. And to have the City Attorney discuss the County's interpretation of the TDC budget provision with the County Attorney.

Councilmember Ramswell reiterated her previous statement that in 2015 she worked closely with then State Representative Matt Gaetz on a bill that would give another 10 percent of the TDC funds to public safety and first responders. The bill was worded specifically such that the new 10 percent funding would not supplant existing funds that were being used for public safety and first responders. They added this language specifically knowing that a significant amount of money was already being spent on lifeguards and other public safety related matters on the beach and these funds are not used to supplant pre-existing expenditures on these services.

Councilmember Ramswell will reach out to Representative Matt Gaetz to see if he could attend the meeting.

Captain Nix noted that the TDC currently pays for 4 law enforcement positions – 2 beach positions and 2 marine positions. The total amount is approximately \$585,000 including all the equipment.

- D. Councilmember Overdier
- E. Councilmember Marler

1. Schedule of Fees: Reconsider changes to Livery fees and STR fees

Councilmember Marler stated that it is unfair to raise the livery fees in the middle of a moratorium that is currently in place and before they receive a complete report that is due at end of that moratorium. It is also unfair to use the livery fees to pay for additional code compliance officers when they should be looking at other ways to fund for additional personnel during budget hearings. He also stated that with regards to the short-term rental fees, they should have allowed the Short-Term Rental Task Force to provide their recommendations before raising the fees. He added he would place these items on a future agenda for further discussion.

- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
 - 1. Monthly Report of the Technical Review Committee (TRC)

According to the Land Use Attorney, Staff would probably have to bring back some code amendments due to HB-7103 with regards to development applications under the new law that came into effect on July 1st.

- J. City Attorney
 - 1. East Pass administrative litigation – discussion and direction relating to DOAH case number 193356

The City Attorney noted that FDEP and the Army Corps of Engineer are seeking for the City and the County's assistance in the defense of the Army Corps of Engineer's permit modification that was challenged by originally the Sherry's and Donovan's, and then later by an individual named Thomas Brown. This Council would have to move to intervene with the administrative litigation 19-3356. The hearing is coming up in September 10th thru 13th. The Council would have the option to take no action or to intervene at the condition that the County also elects to intervene. The benefit of intervening is to ensure future deposit of sand to be placed on the Destin beaches if they were to prevail in the litigation. If they chose the latter, the Council would need to retain Special Counsel Ken Oertel to litigate the matter for the City. They would also need to retain Taylor Engineering as their expert. Taylor Engineering would again request a \$30,000 fee for their services.

Councilmember Destin moved to intervene jointly with the County in the administrative litigation 19-3356; or take no further action if the County does not intervene. Councilmember Menchel provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted "yes").

The City Attorney will inform the City Council of the County's decision at the next Council meeting so they could decide on the next course of action.

2. Undergrounding Utilities: Discussion

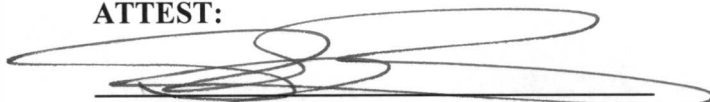
The City Attorney noted that at the last meeting the Council directed him to convey to Gulf Power the phase approach to the undergrounding of their electric utilities. He relayed this information to the City's Special Counsel Schef Wright. He suggested that they bring back an alternative phase approach because the phase approach they suggested, based on his experience, may be prohibitively expensive. Gulf Power in their professional views that as prohibitively expensive. They would at least have another option where they could provide a ballpark figure to the City. The phase approach Gulf Power previously suggested to the City before NextEra acquired Gulf Power is also the approach Schef Wright is recommending to the City as he believes it is more economical. The only thing he added was to begin at the west end of the City and then move east. The other way is to start in the middle and then move east and west.

It was the consensus of the Council to authorize the City Attorney to re-draft the letter to Gulf Power to include the alternative phase approach to undergrounding the utilities.

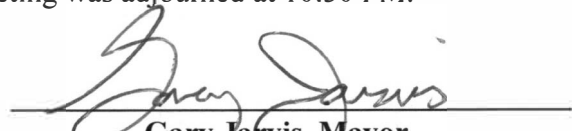
8. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 10:30 PM.

ATTEST:



Rey Bailey, City Clerk



Gary Jarvis, Mayor

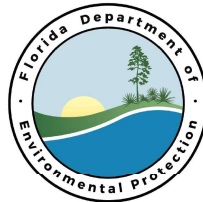
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A-12.5	CONSTRUCTION NOTES
S-1.0	STRUCTURAL NOTES AND SPECIFICATIONS
S-1.1	RESTROOM PILING PLAN
S-1.2	RESTROOM FIRST FLOOR FRAMING PLAN
S-1.3	RESTROOM ROOF FRAMING PLAN
S-1.4	PAVILLION PLAN
S-2.0	STRUCTURAL DETAILS
S-2.1	PAVILLION SECTION
M-1	HVAC PLAN
P-1	PLUMBING PLANS
P-2	PLUMBING SCHEDULES LEGEND AND DETAILS
E-1	ELECTRICAL SITE PLAN
E-2	ELECTRICAL PLANS

NORRIEGO POINT RECREATION ENHANCEMENT PROJECT DESTIN, FLORIDA

PREPARED FOR:

SHEET DESIGNATOR DEFINITIONS:
 C: CIVIL SHEETS BY TAYLOR ENGINEERING, INC.
 CB: BOARDWALK SHEETS BY TAYLOR ENGINEERING, INC.
 A: ARCHITECTURAL SHEETS BY PIAZZA DESIGN ARCHITECTS, LLC
 S: STRUCTURAL SHEETS BY ANDERSON ENGINEERING, INC.
 M: MECHANICAL SHEETS BY H.M. YONGE & ASSOCIATES, INC.
 P: PLUMBING SHEETS BY H.M. YONGE & ASSOCIATES, INC.
 E: ELECTRICAL SHEETS BY H.M. YONGE & ASSOCIATES, INC.



DEEPWATER HORIZON PROGRAM DIVISION OF WATER RESTORATION ASSISTANCE FDEP CONTRACT NO. RM156

CONTRACT MANAGER
 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 PROJECT MANAGER: PEARCE L. BARRETT III, P.E.
 DEEPWATER HORIZON PROGRAM DIVISION OF WATER
 RESTORATION ASSISTANCE
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 TALLAHASSEE, FLORIDA 32399
 850-242-1706
 PEARCE.BARRETT@FDEP.STATE.FL.US

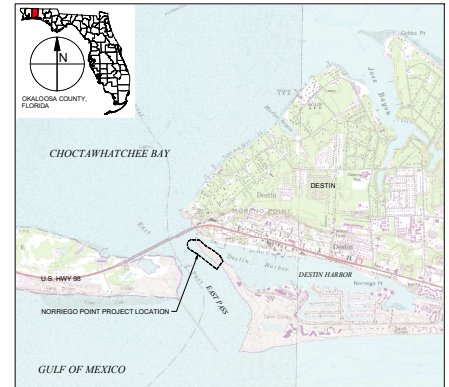
PROPERTY OWNER CONTACT
 CITY OF DESTIN
 PROJECT MANAGER: MICHAEL BURGESS
 4200 INDIAN BAYOU TRAIL
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ENGINEER CONTACT
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 H.M. YONGE & ASSOCIATES, INC.
 100 EAST GARDEN STREET
 PENSACOLA, FLORIDA 32502
 (850) 484-2851 X115
 TMITCHELL@HMYA.COM
 CERTIFICATE OF AUTHORIZATION: 5264



PROJECT LOCATION
 CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
 USGS 7.5 QUADRANGLE MAP: DESTIN, FLORIDA
 SECTION: 25
 TOWNSHIP: 25
 RANGE: 20W
 (LATITUDE: 30.386° - 30.395°)
 (LONGITUDE: 86.511° - 86.501°)
 NORTHING: 511,082 - 512,705
 EASTING: 1,330,069 - 1,335,417

VICINITY MAP
 1"= 2000' (22x34)
 1"= 4000' (11x17)

**Piazza
Design**
 ARCHITECTS/PLANNERS

H.M. YONGE & ASSOCIATES, INC.
 CONSULTING ENGINEERS P.E. EST. 1988
 90 EAST GARDEN STREET, PENSACOLA, FLORIDA 32502

HALFF

THESE CONSTRUCTION DRAWINGS ARE PROVIDED FOR BIDDING PURPOSES
 ONLY. THE SELECTED CONTRACTOR WILL BE PROVIDED SIGNED/SEALED
 CONSTRUCTION DRAWINGS IN DIGITAL AND HARDCOPY FORMATS.

Call 811 before you dig.

 TAYLOR ENGINEERING, INC. 4300 LEGENDARY DRIVE SUITE C248 DESTIN, FLORIDA 32541 (850) 480-7340 10189 SOUTHWIDE BLVD SUITE 310 JACKSONVILLE, FLORIDA 32256 (904) 733-7640 TAYLORENG.COM	PROJECT TITLE NORRIEGO POINT RECREATION ENHANCEMENT PROJECT DESTIN, FLORIDA		SEAL DUNCAN GREER P.E. 853306 G-1 SHEET 1 OF 38
	PROJECT NO. C2015-058		
	DATE OCTOBER 2020		

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AMATELLO FLEWELLING, 10122220 5:04:05 PM, X-13, WPH/13JUL2015:259, Nurelapp, PuroBambino, SCOPUS idref:201568664, Nurelapp, WPH

HOMA
PUMPEN MIT SYSTEM

Standard Book, 11.6 x 8.4



(GDP10...21)

Table Dimensions (inch)

Page	Online

Discharge port:
2" M

Standard Sect. 11.5.1.4

The figure consists of two graphs. The top graph shows a linear decrease in flow rate as the discharge port size increases from 1.5 to 2.0 inches. The bottom graph shows a constant flow rate for discharge port sizes from 1.5 to 2.0 inches.

Discharge Port Size (inches)	Flow Rate (gpm)
1.5	~85
1.75	~75
2.0	~65

Discharge Port Size (inches)	Flow Rate (gpm)
1.5	~85
1.75	~85
2.0	~85

TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
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10199 SOUTHSIDE BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904) 731-7040
CERTIFICATE OF AUTHORIZATION # 4815

PROJECT TITLE	
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[illegible]

1-800-638-4097

 HALFF
HALFF ASSOCIATES, INC.
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
WWW.HALFF.COM (850)224-4400
FL CA 33380 FL LB 8348 FL LC 26000645

PACKAGE LIFT STATION DETAILS C - 11	
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15--23.004 F.A.C.

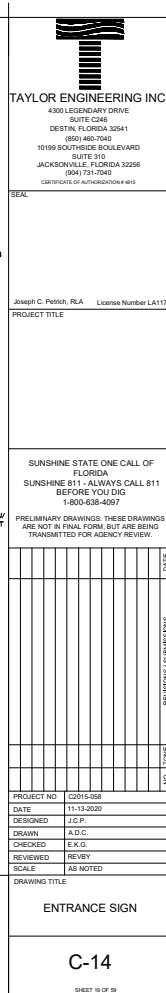
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NOTE:
DETAIL REPRESENTS TYPICAL LAYOUT FOR
100 PLANTING UNITS @ 18 INCHES O.C. IN
STAGGERED ROWS WITH THE FOLLOWING
SPECIES MIX:

SCIENTIFIC NAME	COMMON NAME	% OF MIX	KEY
HELIANTHUS DEBILIS	DUNE SUNFLOWER	4%	⊙
IVA IMBRICATA	BEACH ELDER	4%	⊗
PANICUM AMARUM	PANIC GRASS	12%	⊕
UNOLA PANICULATA	SEA OATS	80%	⊙



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	1	2	3	4	5	6	7	8	
	FIXED TIMBER BOARDWALK AND DUNE WALKOVER CONSTRUCTION NOTES			WIRE/INFL PANEL MATERIALS			RESTRAINED FROM ROTATION IN THE LEADS, WHERE PILE ORIENTATION IS ESSENTIAL. SPECIAL CARE SHALL BE TAKEN TO MAINTAIN THE ORIENTATION DURING DRIVING. WHEN NECESSARY, COLLARS SHALL BE PLACED AROUND THE PILE HEAD TO PREVENT BECOMING CANT HOOKS SHALL NOT BE USED IN HANDLING TREATED PILES.		
H	BOARDWALK LOADING AND DESIGN CRITERIA DEAD LOAD: SELF WEIGHT LIVE LOAD: 80 PSF HANDRAIL: 50 LB/FT; 200 LB POINT LOAD WAVE CRITERIA (IF BOARDWALK ONLY) WAVE LOAD: 4.0 FT WAVE HEIGHT, 30 SEC. PERIOD; WATER LEVEL 6.5 FT WAVE UPLIFT: 39 PSF ULTIMATE			MARKS ON MATERIAL SHALL BE IN ACCORDANCE WITH THE RULE OR STANDARD UNDER WHICH THE MATERIAL IS PRODUCED, INCLUDING REQUIREMENTS FOR QUALIFICATIONS AND AUTHORITY OF THE INSPECTION ORGANIZATION. USAGE OF AUTHORIZED IDENTIFICATION AND INFORMATION NOTED IN THE IDENTIFICATION. THE INSPECTION AGENCY FOR LUMBER SHALL BE CERTIFIED BY THE BOARD OF REVIEW. AMERICAN LUMBER STANDARDS COMMITTEE, TO GRADE SPECIES USED. EXCEPT FOR LUMBER, BUNDLE MARKING OR CERTIFICATES WILL BE PERMITTED IN LIEU OF MARKING EACH INDIVIDUAL PIECE. LUMBER SIZES SHALL CONFORM TO PS 20 AND SHALL BE SURFACED ON FOUR SIDES. SIZE REFERENCES, UNLESS OTHERWISE SPECIFIED, ARE NOMINAL SIZES, AND ACTUAL SIZES SHALL BE WITHIN MANUFACTURING TOLERANCES ALLOWED BY THE STANDARD UNDER WHICH THE PROJECT IS PRODUCED. a. ALL LUMBER SHALL BE SOUTHERN YELLOW PINE AND GRADED UNDER THE SOUTHERN PINE INSPECTION BUREAU (SPIB) GRADING RULES AND SHALL BE S4S (SURFACED FOUR SIDES). LUMBER SHALL BE GRADE STAMPED FOR FIELD VERIFICATION. c. DIMENSIONAL LUMBER GRADES i. CROSS BRACING, RAILS, HANDRAIL, POSTS, AND CURBS SHALL BE NO. 1 GRADE. ii. PILE CAPS, JOISTS, BEAMS, AND OTHER LUMBER SHALL BE NO. 2 GRADE.			2. PANELED WIRE/INFL PANELS SHALL HAVE THE FOLLOWING CHARACTERISTICS: a. 3" X 3" MESH SPACING b. MINIMUM WIRE TENSILE STRENGTH SHALL BE 100,000 PSI (MIN. TENSILE STRENGTH OF 100,000 PSI) c. MINIMUM TENSILE STRENGTH d. INFL PANELS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM F2815. TYPE 2 PANELS SHALL BE ZINC COATED HOT-DIPPED GALVANIZED) POST FABRICATION (AFTER WELDING) IN ACCORDANCE WITH ASTM A153. COATING GRADE 60 (2.0 MILS, 1.1 OZ/SS) MINIMUM. e. CONTRACTOR MAY SUBMIT ALTERNATIVE MATERIALS TYPES (E.G., ALUMINUM, STAINLESS STEEL) AND ASSOCIATED SPECIFICATIONS ILLUSTRATING INCREASED RESISTANCE TO CORROSION AND EQUIVALENT MECHANICAL PROPERTIES TO THE ENGINEER FOR REVIEW. f. PANELED HANDGERS/CLIPS AND FASTENERS MUST BE SUFFICIENT FOR THE INTENDED USE AND INCORPORATE FASTENERS THAT DO NOT CAUSE CORROSION. PANELED HANDGERS/CLIPS AND FASTENERS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153, OR 316 STAINLESS STEEL WITH DISSIMILAR METALS CORROSION PROTECTION, AND INSTALLED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND/OR ASTM F2504. g. DAMAGED MATERIALS MAY BE REJECTED BY THE ENGINEER. REPAIRS TO GALVANIZED COATING SHALL BE MADE PER ASTM A780.		
G	REFERENCES AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) ASME B15.2.2 NUTS FOR GENERAL APPLICATIONS MACHINE SCREW NUTS, HEX, SQUARE, HEX FLANGE, AND COUPLING NUTS (HOT SERIES) ASME B18.2.6 FASTENERS FOR USE IN STRUCTURAL APPLICATIONS ASME B18.2.1 WASHERS, HELICAL SPRING-LOCK, TOOTH LOCK, AND PLAIN WASHERS (HOT SERIES) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) ASTM A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL PRODUCTS ASTM A193 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE ASTM A193 STANDARD SPECIFICATION FOR ALLOY-STEEL AND STAINLESS STEEL BOLTING FOR HIGH TEMPERATURE OR HIGH PRESSURE SERVICE AND OTHER SPECIAL PURPOSE APPLICATIONS ASTM A367 STANDARD SPECIFICATION FOR CARBON STEEL BOLTS AND STUDS, 60,000 PSI TENSILE STRENGTH ASTM A681 SPECIFICATION FOR ZINC COATED (GALVANIZED) CARBON STEEL WIRE ASTM A870 STANDARD PRACTICE FOR REPAIR OF DAMAGED AND UNLOCATED AREAS OF HOT-DIP GALVANIZED COATINGS ASTM C177 STANDARD TEST METHOD FOR STEADY-STATE HEAT FLUX MEASUREMENTS AND THERMAL TRANSMISSION PROPERTIES BY MEANS OF THE GUARDED-HOT-PLATE APPARATUS ASTM D25 STANDARD SPECIFICATION FOR ROUND TIMBER PILES ASTM D570 WATER ABSORPTION OF PLASTICS ASTM D1781 MECHANICAL FASTENERS IN WOOD ASTM D1413 TEST METHOD FOR WOOD PRESERVATIVES BY LABORATORY SOIL-BLOCK CULTURES ASTM D7031 STANDARD GUIDE FOR EVALUATING MECHANICAL AND PHYSICAL PROPERTIES OF WOOD-PLASTIC COMPOSITE PRODUCTS ASTM D7032 STANDARD SPECIFICATION FOR ESTABLISHING PERFORMANCE RATINGS FOR WOOD-PLASTIC COMPOSITE BOARD, BOARDING, AND GUARDRAIL SYSTEMS (GUARDS OR HANDRAILS) ASTM INTERNATIONAL ASTM E84 TEST METHOD FOR SURFACE BURNING CHARACTERISTICS OF BUILDING MATERIALS, ASTM INTERNATIONAL ASTM F436 STANDARD SPECIFICATION FOR HARDENED STEEL WASHERS ASTM F504 STANDARD SPECIFICATION FOR STAINLESS STEEL NUTS ASTM F2019 STANDARD SPECIFICATION FOR WELDED WIRE MESH FENCE FABRIC, METALLIC COATED OR POLYMER COATED WITH VARIABLE MESH PATTERNS OR MESHES GREATER THAN 6 INCH IN PANELS ASTM F3204 STANDARD GUIDE FOR DESIGN AND CONSTRUCTION OF WELDED WIRE FENCE SYSTEMS FOR SECURITY PURPOSES			HARDWARE 1. ALL BOLTS, ALL-THREAD ROD, WASHERS, AND NUTS SHALL BE 316 STAINLESS STEEL, UNLESS NOTED OTHERWISE. BOLTS AND ALL-THREAD ROD SHALL CONFORM TO ASTM A193 B8M CLASS 1 HAVING A MINIMUM TENSILE STRENGTH OF 75 KSI FOR BOLTS UP TO 1/2 INCH DIAMETER. NUTS SHALL CONFORM TO ASTM F594. FLAT WASHERS SHALL CONFORM TO ASTM F594. 2. BOLTS AND ALL-THREAD ROD SHALL BE INSTALLED WITH A WASHER AND LOCK WASHER AT EACH END. FASTENERS SHALL HAVE 1/17" MINIMUM THICKNESS. RAIL POST BOLTS SHALL INCORPORATE 2" MINIMUM DIAMETER WASHERS. 3. ALL SIMPSON STRONG-TIE CONNECTORS AND HANGARS SHALL BE 316 STAINLESS STEEL AND FASTENED WITH STAINLESS STEEL NAILS. CONTRACTOR SHALL FASTEN PER MANUFACTURER'S RECOMMENDATIONS. 4. DECK SCREWS SHALL BE FLATHEAD #12, 2" LONG, 316 STAINLESS STEEL, WITH A MINIMUM FIELD STRENGTH OF 42,000 PSI. 5. ALL TIMBER SHALL BE PREDRILLED PRIOR TO HARDWARE INSTALLATION. 6. STAINLESS STEEL FASTENERS AND HANGARS/LANGERS/HARDWARE MEETING THE SPECIFIED MINIMUM STRENGTHS OUTLINED HEREIN AND SHALL CONFORM TO ASTM A246, A276, OR A586, WHERE WELDED, STAINLESS STEEL SHALL BE 316L. 7. NAILS SHALL BE RING-SHANK AND NOT SMOOTH.			2. TIMBER AND COMPOSITE WORKSHOPS a. FRAMING SHALL BE TRUE AND EXACT. NAILS SHALL BE DRIVEN WITH JUST SUFFICIENT FORCE TO SET THE HEADS FLUSH WITH THE SURFACE OF THE WOOD. DEEPER MARKS IN WOOD SURFACES SHALL BE CONSIDERED EVIDENCE OF POOR WORKMANSHIP AND SUFFICIENT REASON FOR REMOVAL OF THE WORKERS CAUSING DAMAGE. b. TREATED WOOD SHALL BE CAREFULLY HANDLED WITHOUT SUDDEN DROPPING, BREAKING, OR CUTTING. BRUISING OR PENETRATING THE SURFACE WITH TOOLS. IT SHALL BE HANDLED WITH ROPE SLINGS, CANT HOOKS, PEAVERS, SPIKES OR HOOKS SHALL NOT BE USED. CUTTING, FRAMING, AND BORING OF TREATED WOOD SHALL BE DONE BEFORE TREATMENT MARKER AS IS PRACTICABLE. IF TREATMENT PILES SHALL BE CUT TO PERMIT FITTING OF TIMBERS ONLY AS INDICATED, RECESSES FORMED FOR COUNTERSINKING SHALL RECEIVE A FIELD TREATMENT. UNFILED HOLES, AFTER RECEIVING A FIELD TREATMENT, SHALL BE PLUGGED WITH A TREATED PLUG. TEMPORARY BRACES WILL NOT BE PERMITTED TO BE ATTACHED TO TREATED WOOD WITH NAILS, SPIKES, OR BOLTS. c. HOLES FOR BOLTS SHALL BE OF A SIZE THAT WILL ENSURE A DRIVING FIT. WHERE INDICATED, HOLES SHALL BE INDICATED FOR THE BOLT HEADS AND WASHERS. BOLT HOLES SHALL BE 1/16 INCH LARGER THAN THE BOLT DIAMETER AND SHALL BE BORED PERPENDICULAR TO THE FACE OF THE WOOD MEMBER. U.N.O., CONTRACTOR SHALL MAINTAIN END, EDGE, SPACING BETWEEN BOLT MINIMUM REQUIREMENTS IN ACCORDANCE WITH AWC NOS 2018.		
F	COMPOSITE DECKING AND HANDRAIL MATERIALS 1. DESIGN STRUCTURAL PERFORMANCE REQUIREMENTS a. DECK: UNIFORM LOAD 100 LB/FT ² b. TREAD OF STAIRS: CONCENTRATED LOAD 750 LBS/FT ² AND 18" MAX. DEFLECTION WITH A CONCENTRATED LOAD OF 300 LBS AT EDGE OR 4" SQ. IN. c. FIRE TEST RESPONSE CHARACTERISTICS PER ASTM E-84 2. MATERIAL DESCRIPTION: WOOD-PLASTIC COMPOSITE LUMBER (I.E., COMPOSITE CONSISTING OF RECYCLED LUMBER LOW-DENSITY POLYETHYLENE AND RECYCLED WOOD. THE PRODUCT IS EXTRUDDED INTO SHAPES AND SIZES AS FOLLOWS: a. COMPOSITE DECKING BOARD: 1.5 X 5.5 (F. 2X6) i. LENGTHS - 12, 16, AND 20 FEET ii. WIDTHS - 12, 16, AND 20 FEET b. COMPOSITE HANDRAIL BOARD: 1.5 X 3.25" (I.E., 2X10) i. LENGTHS - 12, 16, AND 20 FEET c. EDGES SMOOTH FOR FACE FASTENING d. COLOR - LIGHT GRAY. TO BE PROPOSED BY CONTRACTOR AND APPROVED BY OWNER. 3. REQUIREMENTS FOR PHYSICAL AND MECHANICAL PROPERTIES OF COMPOSITE MATERIALS: TEST TEST METHOD VALUE FLAME SPREAD ASTM E 84 80 (MAX) THERMAL EXPANSION ASTM D 1037 2X10 ⁻³ IN/IN/F (MAX) MOISTURE ABSORPTION ASTM D 1037 1.5% (MAX) SORBITY WITH SOILWATER ASTM D1413 200 LB/IN (MIN) FUNGUS RESISTANCE ASTM D1413 RATING: NO EFFECT TERMINAL RESISTANCE AFWA E-1.7 RATING: 9.1 (MIN) COMPRESSION PERPENDICULAR ASTM D143 1,200 PSI (MIN) FLEXURAL (BENDING) STRENGTH ASTM D198 / D790 3,000 PSI (MIN) SHEAR STRENGTH ASTM D4781/D6109 400,000 PSI (MIN) MODULUS OF ELASTICITY ASTM D4781/D6109 3,000 PSI (MIN) MODULUS OF RUPTURE ASTM D4781/D6109 3,000 PSI (MIN) SPAN RATING ASTM D7032 100 PSF AT 24" O.C. (MIN)			STORAGE, DELIVERY, AND HANDLING 1. MATERIALS SHALL BE DELIVERED TO THE SITE IN UNDAMAGED CONDITION, STORED IN FULLY COVERED, WELL VENTILATED AREAS, AND PROTECTED FROM EXTREME CHANGES IN TEMPERATURE AND HUMIDITY UNTIL INSTALLATION. 2. STORE TIMBER AND COMPOSITE MATERIALS ON A FLAT AND LEVEL SURFACE. ADJUST SUPPORT BLOCKS ACCORDINGLY. 3. WHEN STAGING COMPOSITE MATERIALS, SUPPORTS SHOULD BE START AT EACH END AND BE SPACED 2' FT ON CENTER. SUPPORTS SHOULD ALIGN VERTICALLY. 4. DO NOT STACK COMPOSITE MATERIALS THICKER THAN 12" HIGH. 5. COMPLY WITH COMPOSITE MANUFACTURER'S RECOMMENDATIONS FOR STORAGE, TRANSPORT, HANDLING, AND CLEANING OF COMPOSITE PRODUCTS.			NORRIGO POINT RECREATION ENHANCEMENT PROJECT DUNN, FLORIDA		
D	AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA) AWPA T1 PRESERVING ANY TREATMENT AWPA U1 USER SPECIFICATION FOR TREATED WOOD AWPA M4 STANDARD FOR THE CARE OF PRESERVATIVE-TREATED WOOD PRODUCTS AMERICAN WOOD COUNCIL (AWC) NATIONAL DESIGN SPECIFICATION (NDS) AWC NDS 2018 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION U.S. DEPARTMENT OF COMMERCE, NATIONAL BUREAU OF STANDARDS, PRODUCT STANDARDS (PS) PS 20 AMERICAN PLYWOOD LUMBER STANDARD TIMBER MATERIALS 1. PILES a. PILES SHALL BE SOUTHERN YELLOW PINE, CLEAN PEEL, CONFORMING TO ASTM D25. PILES SHALL BE FREE FROM SHORT CROOKS THAT DEVIATE BY MORE THAN 2.5 INCHES FROM STRAIGHTNESS IN ANY 4 FEET LENGTH. SOUND KNOTS SHALL BE NO LARGER THAN 1/8 OF THE CIRCUMFERENCE OF THE PILE LOCATED WHERE THE KNOT OCCURS. PILES NOT MEETING THE REQUIREMENTS OF ASTM D25 WILL BE REJECTED. THE CONTRACTOR WILL REMOVE THESE PILES FROM THE SITE AND REPLACE THEM WITH SOUND PILES AT NO EXPENSE TO THE OWNER. b. PILES SHALL BE IN ONE PIECE. SPLICES WILL NOT BE PERMITTED. THE INDICATOR PILE DIAMETER APPLIES TO THE BUTT DIAMETER THREE (3) FEET FROM BUTT. TO PROVIDE FOR A HEADING OR CUTTING OFF NORMAL, AFTER DRIVING, PILES SHALL BE FURNISHED IN LENGTH AT LEAST ONE (1) FOOT GREATER THAN THE INDICATED LENGTH. 2. DIMENSIONAL LUMBER a. MATERIALS SHALL BEAR THE GRADE-MARK, STAMP OR OTHER IDENTIFYING MARKS INDICATING GRADES OF MATERIAL, AND RULES OR STANDARDS UNDER WHICH PRODUCED. SUCH IDENTIFYING			EXECUTION 1. TIMBER PILE INSTALLATION a. PILES MAY BE INSTALLED BY DRIVING, BORING, AND JETTING TO A DEPTH OF NO GREATER THAN 5 FT ABOVE THE MINIMUM TIP ELEVATION INDICATED. PILES SHALL BE DRIVEN THE FINAL 5 FT OF PENETRATION TO REACH THE PILE PLUGS SHALL BE DRIVEN TO REACH THE SPECIFIED BEARING CAPACITY OR THE MINIMUM SPECIFIED TIP ELEVATION, WHICHEVER IS DEEPER. b. PILE DRIVING EQUIPMENT: THE PILE HAMMER FURNISHED SHALL HAVE A CAPACITY AT LEAST EQUAL TO THE HAMMER MANUFACTURER'S RECOMMENDATION FOR THE TOTAL WEIGHT OF PILE, TYPE OF PILE AND CHARACTER OF SUBSURFACE MATERIAL, TO BE ENCOUNTERED. THE CONTRACTOR SHALL SELECT THE SIZE AND TYPE OF HAMMER, WHICH WILL DRIVE THE PILES TO THE SPECIFIED TIP ELEVATION WITHOUT DAMAGING THE PILE, DRIVING HELMETS, PILE CUSHIONS, AND CAP BLOCKS. A DRIVING HELMET, INCLUDING A PILE CUSHION OR CAP BLOCK, SHALL BE USED BETWEEN THE TOP OF THE PILE AND THE HAMMER. TREAT ALL NOTCHES IN ACCORDANCE WITH AFWA M4. CROSS BRACING WILL BE APPLIED TO EACH PILING BEAM WHERE THE DECK HEIGHT ABOVE EXISTING GRADE IS GREATER THAN 6 FT. CROSS BRACING SHALL CONSIST OF 2" X 6" MATERIAL WITH 1" O GRADE 316 STAINLESS STEEL FASTENERS. c. TIMBER CAPS SHALL BE PLACED, WITH ENDS ALIGNED, IN A MANNER TO SECURE AN EVEN AND UNIFORM BEARING OVER THE TOPS OF THE SUPPORTING PILES. d. JOIST SHALL BE EVENLY SPACED AND PLACED SO THAT KNOTS NEAR FINGER ARE AT THE TOP PORTION OF THE JOIST. e. BLOCKING SHALL BE INSTALLED BETWEEN JOISTS AND SHALL BE NEARLY AND ACCURATELY FRAMED AND SECURELY FASTENED IN ACCORDANCE WITH MEASUREMENTS AND SPECIFICATIONS. BLOCKING SHALL HAVE FULL BEARING AT EACH END AGAINST THE SIDES OF JOIST. BLOCKING SHALL BE FASTENED BY STAINLESS STEEL NAILS, U.N.O. f. EACH COMPOSITE DECK PLANK SHALL BE FASTENED TO THE UNDERLYING JOISTS WITH A MINIMUM OF THREE (3) FASTENERS AT EACH JOIST.			PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.		
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	1	2	3	4	5	6	7	8	



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taylor@teinc.com

SEAL

DUNCAN GREEN P.E. #63036

PROJECT TITLE

NORRIGO POINT RECREATION ENHANCEMENT PROJECT
DUNN, FLORIDA



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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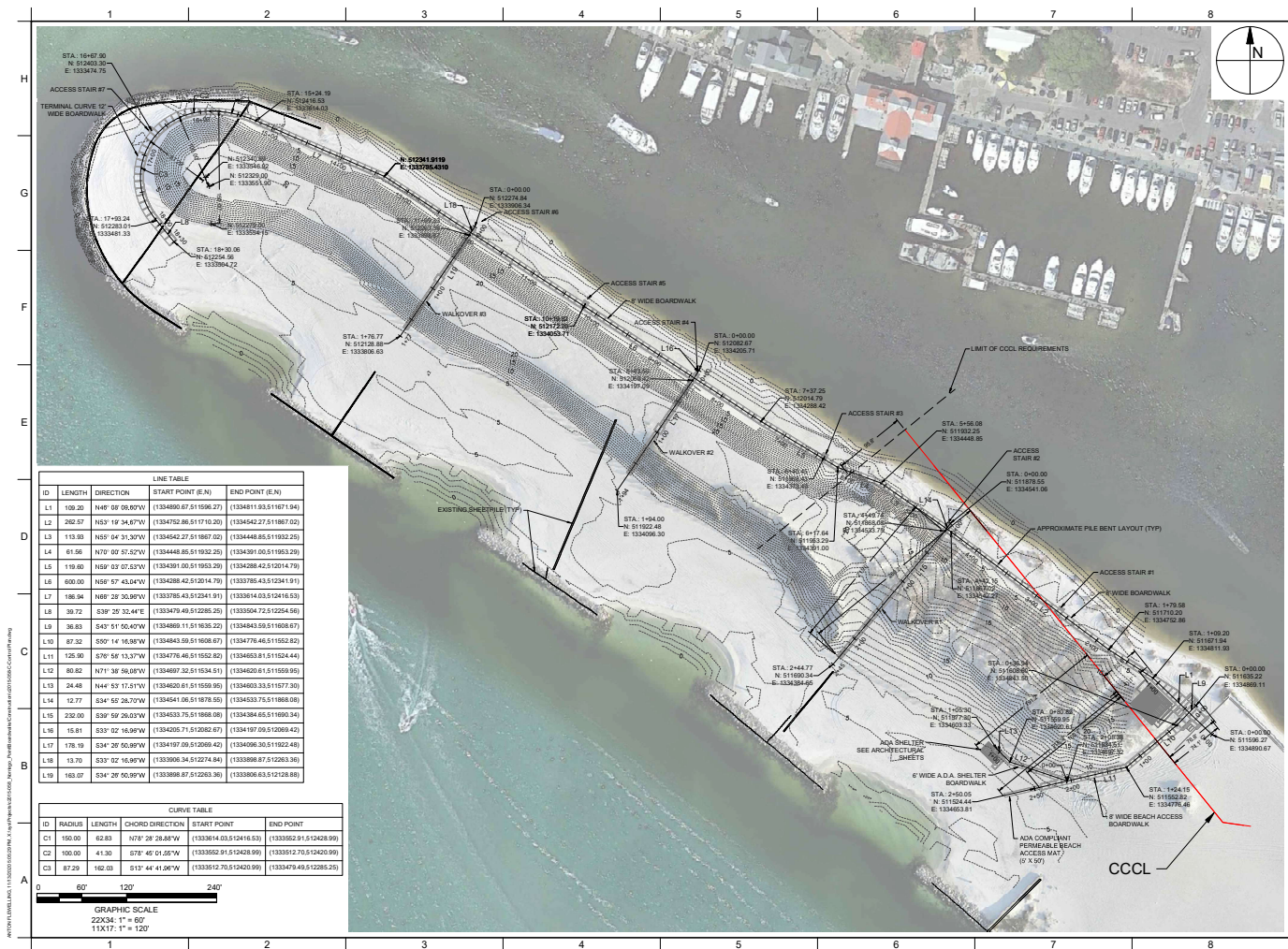
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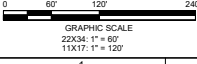
SHEET 12 OF 18

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LINE TABLE				
ID	LENGTH	DIRECTION	START POINT (E,N)	END POINT (E,N)
L1	109.20	N40° 08' 09.00"W	(1334880.67, 511596.27)	(1334811.93, 511871.94)
L2	262.57	N53° 19' 34.30"W	(1334752.86, 511710.20)	(1334542.27, 511867.02)
L3	113.93	N53° 04' 31.30"W	(1334542.27, 511867.02)	(1334448.85, 511932.25)
L4	61.56	N70° 07' 57.52"W	(1334448.85, 511932.25)	(1334391.00, 511953.25)
L5	119.60	N69° 03' 07.52"W	(1334391.00, 511953.25)	(1334288.42, 512014.79)
L6	600.00	N69° 07' 43.04"W	(1334288.42, 512014.79)	(1333765.43, 512341.91)
L7	186.94	N69° 20' 30.90"W	(1333765.43, 512341.91)	(1333614.03, 512416.53)
L8	38.72	S39° 20' 32.44"E	(1333614.03, 512416.53)	(1333479.49, 512385.25)
L9	36.83	S43° 11' 50.40"W	(1333479.49, 512385.25)	(1333403.59, 511958.67)
L10	87.32	S50° 11' 16.90"W	(1333403.59, 511958.67)	(1333476.46, 511552.82)
L11	125.90	S70° 58' 13.37"W	(1333476.46, 511552.82)	(1334843.59, 511908.67)
L12	80.82	N71° 38' 56.00"W	(1334843.59, 511908.67)	(1334697.32, 511534.51)
L13	24.48	N44° 53' 17.51"W	(1334697.32, 511534.51)	(1334620.61, 511559.95)
L14	12.77	S34° 50' 28.70"W	(1334620.61, 511559.95)	(1334603.33, 511577.30)
L15	232.00	S39° 59' 26.03"W	(1334603.33, 511577.30)	(1334541.06, 511878.55)
L16	15.81	S33° 02' 16.90"W	(1334541.06, 511878.55)	(1334533.75, 511968.08)
L17	178.19	S34° 20' 50.90"W	(1334533.75, 511968.08)	(1334205.71, 512082.67)
L18	13.70	S33° 02' 16.90"W	(1334205.71, 512082.67)	(1334197.09, 512089.42)
L19	143.07	S34° 20' 50.90"W	(1334197.09, 512089.42)	(1333906.34, 512274.84)
L20	143.07	S34° 20' 50.90"W	(1333906.34, 512274.84)	(1333888.87, 512263.36)
L21	143.07	S34° 20' 50.90"W	(1333888.87, 512263.36)	(1333806.63, 512263.36)

CURVE TABLE					
ID	RADIUS	LENGTH	CHORD DIRECTION	START POINT	END POINT
C1	150.00	62.83	N78° 28' 26.86"W	(1333614.03,512416.53)	(1333592.91,512428.99)
C2	100.00	41.30	S78° 45' 01.55"W	(1333592.91,512428.99)	(1333512.70,512420.99)
C3	87.29	162.03	S13° 44' 41.06"W	(1333512.70,512420.99)	(1333479.49,512285.25)





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SUITE 210
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(904) 713-7040
REGISTERED PROFESSIONAL ENGINEER

PROJECT TITLE

**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**
DESTIN, FLORIDA

PROJECT NO. C015-058
DATE OCTOBER 2020

DESIGNED MAT
DRAWN AF
CHECKED AF
REVIEWED DS
SCALE AS SHOWN

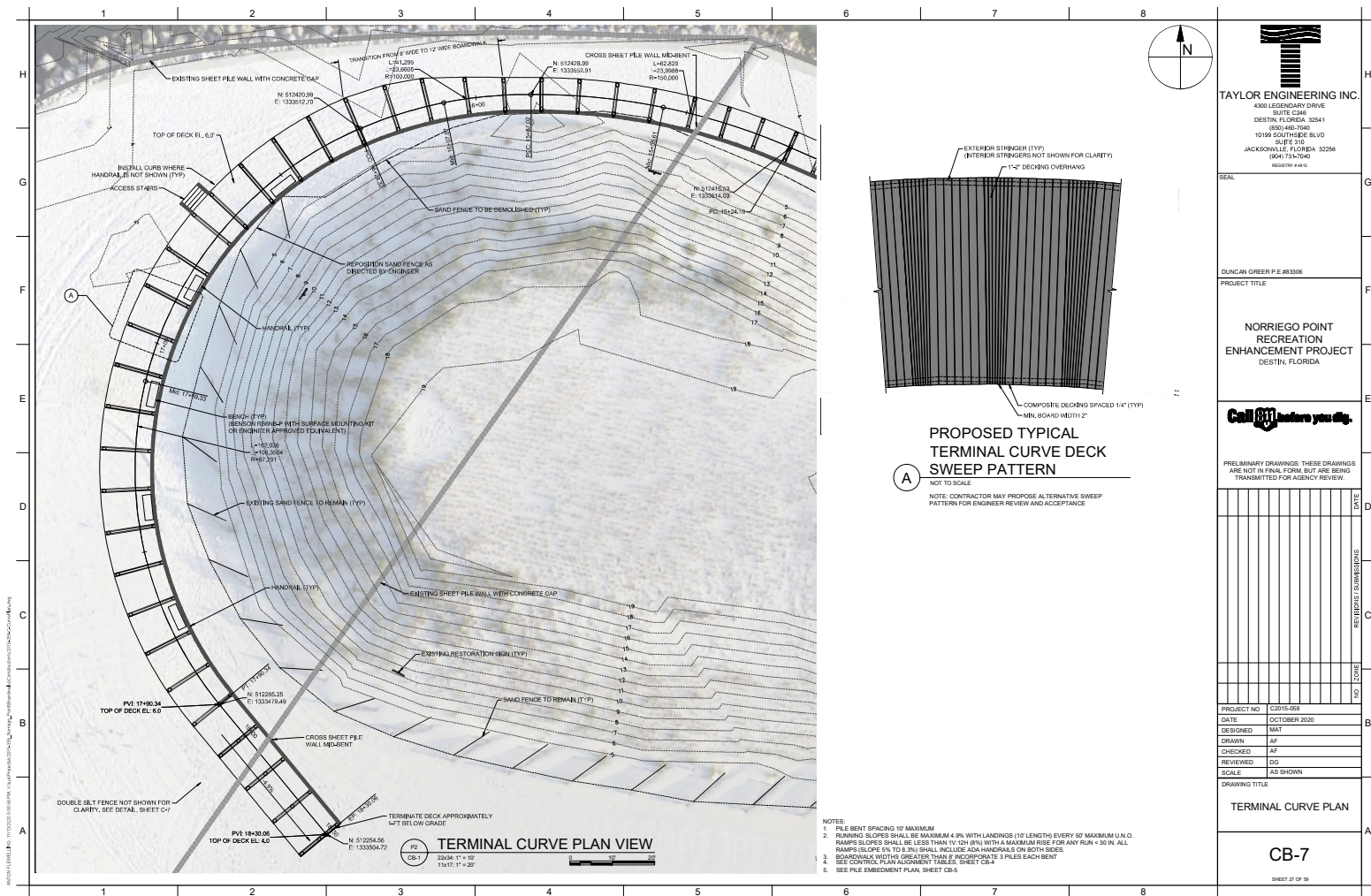
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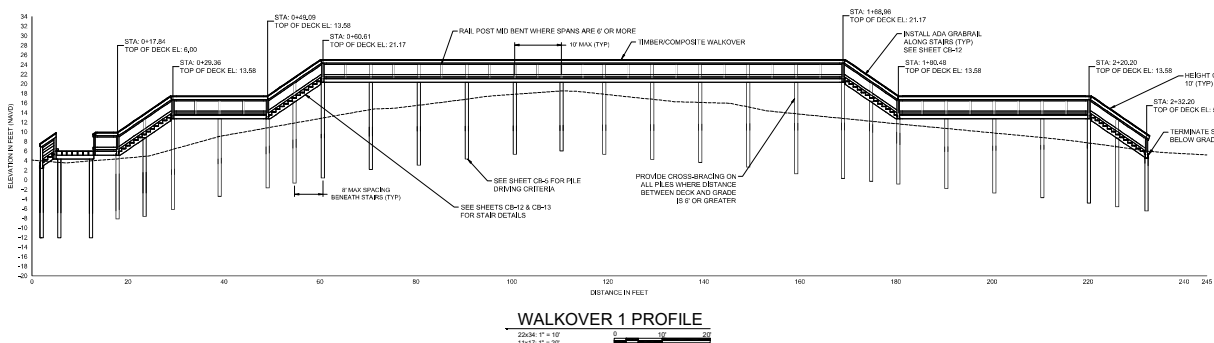
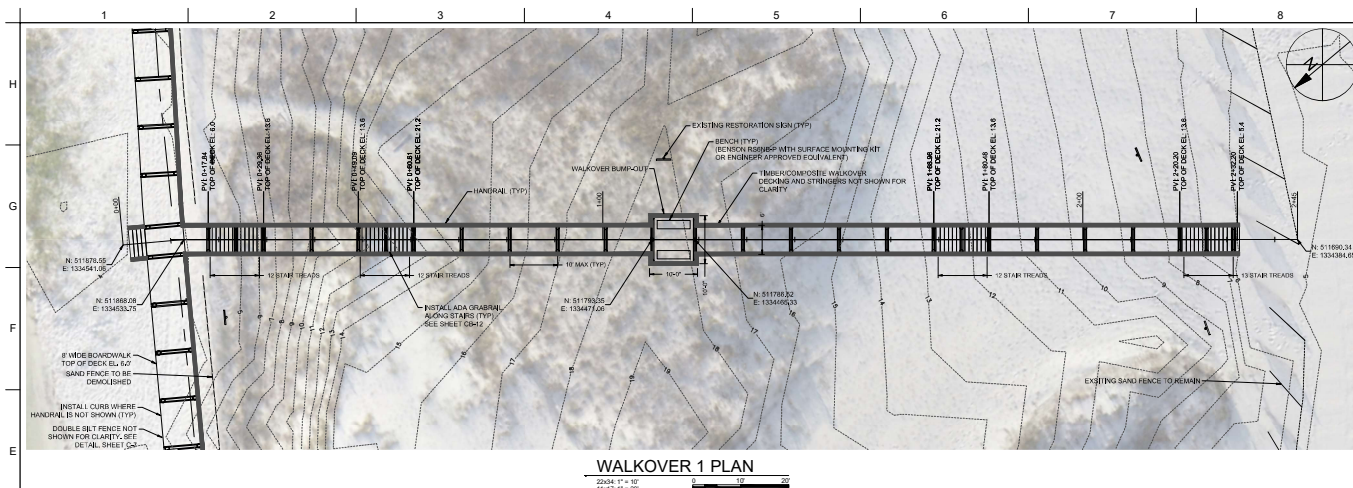
**BOARDWALK AND
WALKOVER CONTROL PLAN**

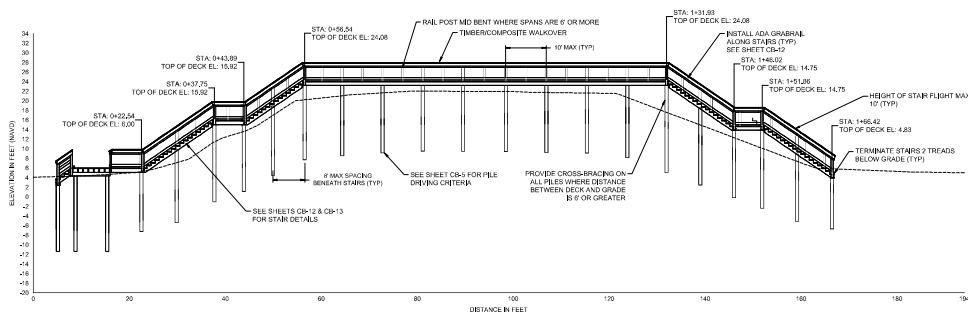
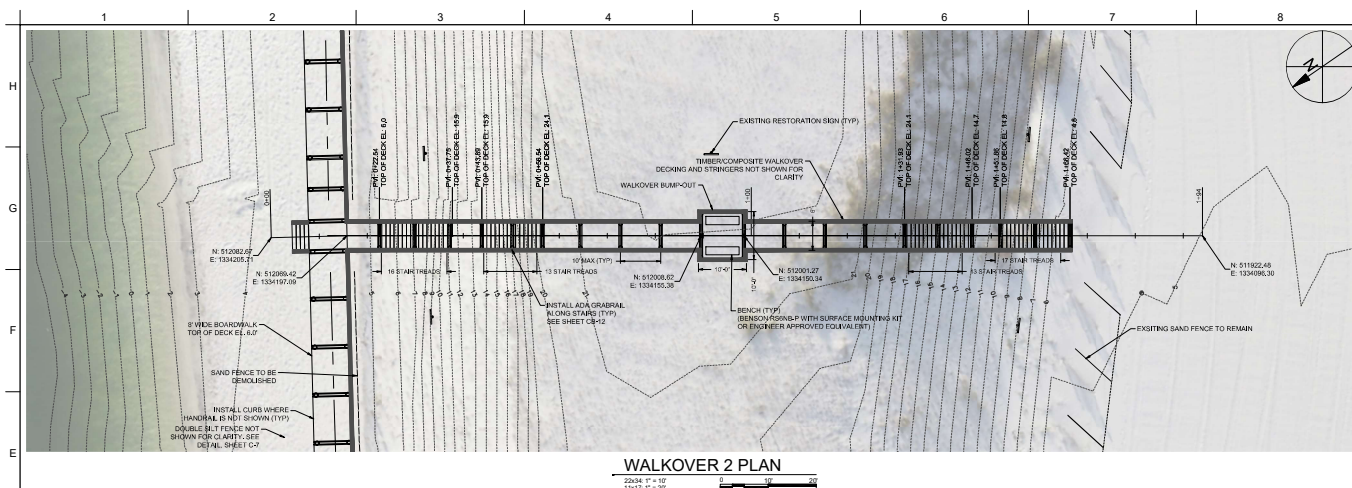
CB-4

SHEET 24 OF 38

NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BOARDWALK OR WALKOVER. 3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BOARDWALK OR WALKOVER. 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BOARDWALK OR WALKOVER. 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BOARDWALK OR WALKOVER.








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SEAL

DUNCAN GREEN P.E.#33066

PROJECT TITLE

NORRIDGE POINT
RECREATION
ENHANCEMENT PROJECT
DESTIN, FLORIDA

Call 811 before you dig.

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

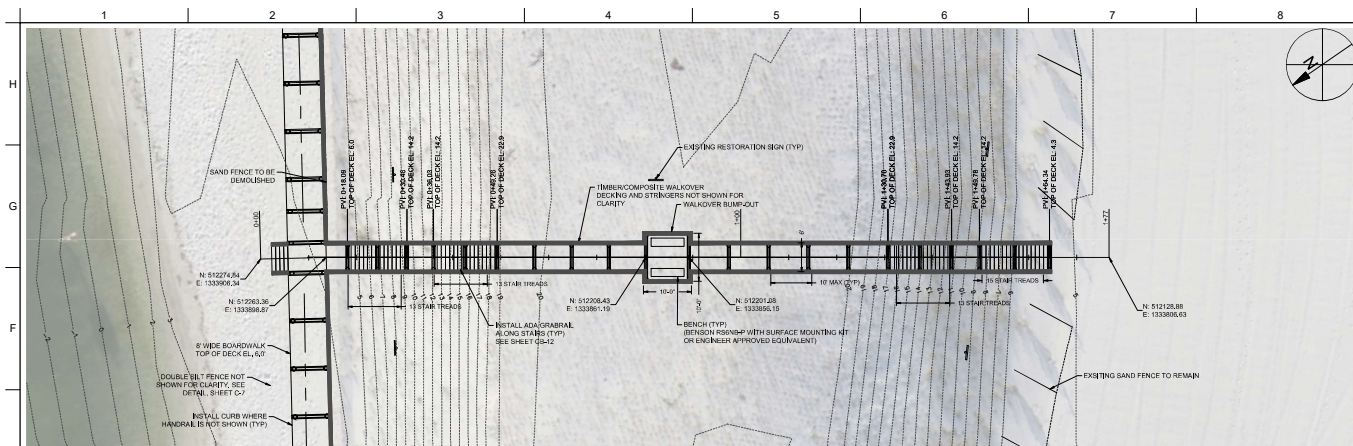
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PROJECT NO	C2015-058
DATE	OCTOBER 2020
DESIGNED	MAT
DRAWN	AF
CHECKED	AF
REVIEWED	DG
SCALE	AS SHOWN

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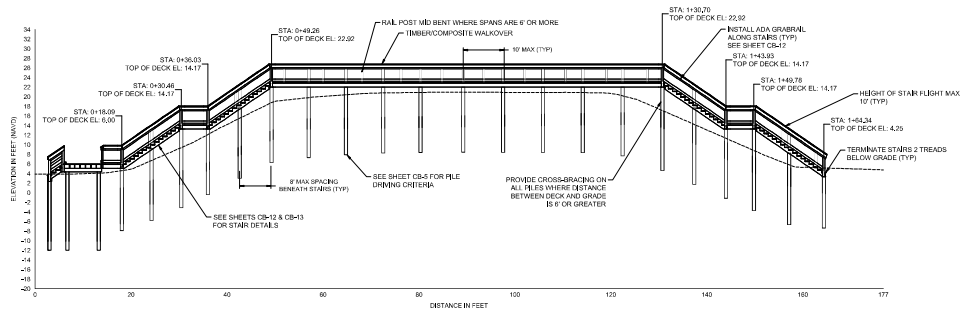
WALKOVER 2 PLAN AND
PROFILE

CB-9



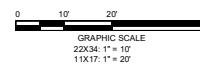
WALKOVER 3 PLAN

22x34: 1° = 10'



WALKOVER 3 PROFILE

22x34: 1" = 10'



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REAL

RUNG AND GREER D.E. #23206

DUNCAN GREEN
PROJECT TITLE

NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT
DESTIN, FLORIDA



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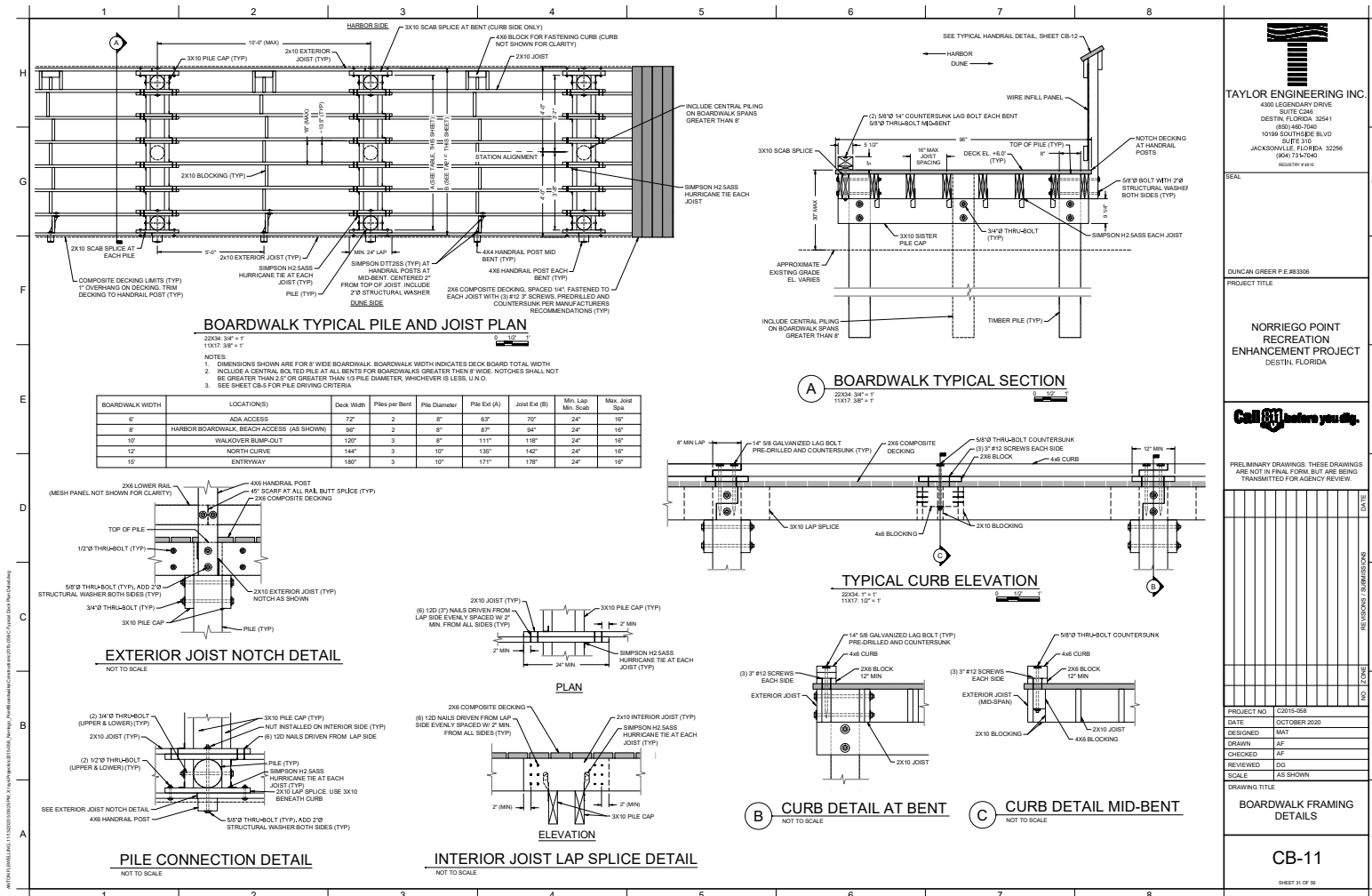
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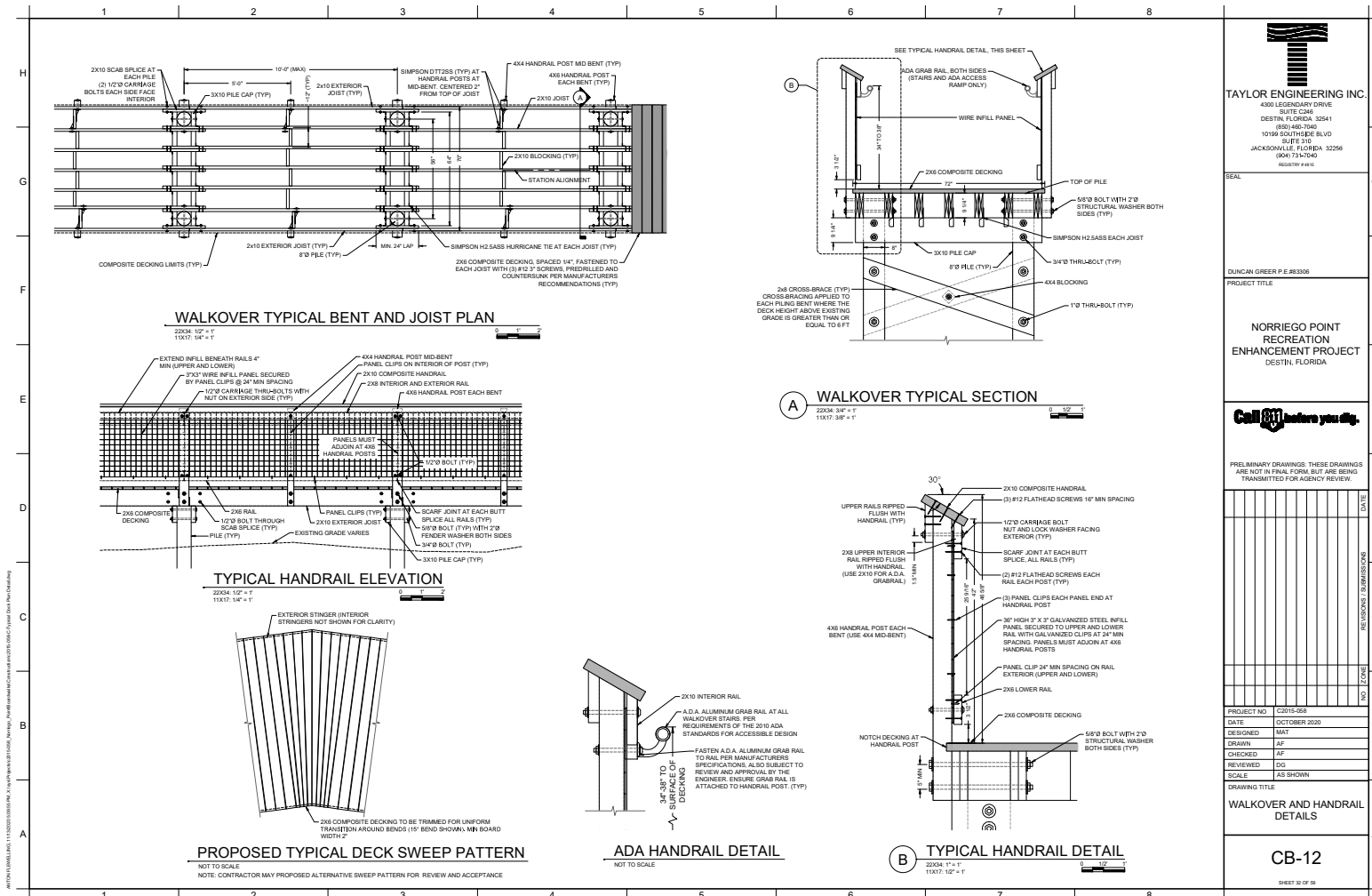
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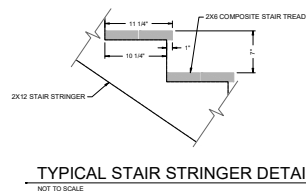
WALKOVER 3 PLAN AND
PROFILE

CB-10

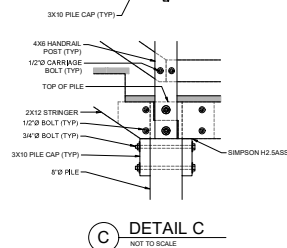
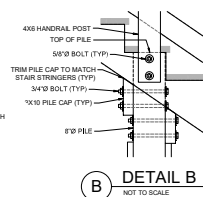
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TYPICAL STAIR STRINGER DETAIL



SEAL

DUNCAN GREER P.E.#83306

NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT
DESTIN, FLORIDA



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[illegible]

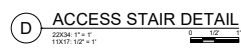
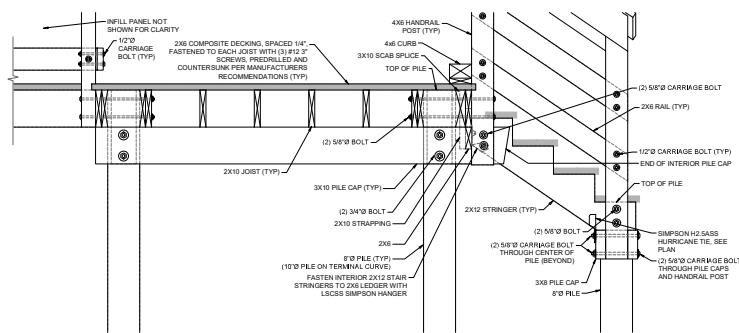
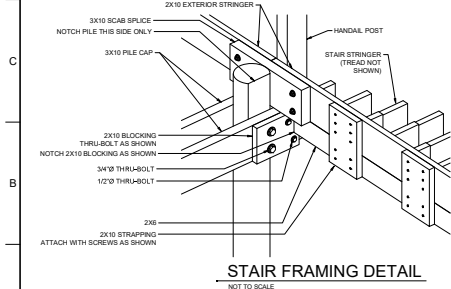
PROJECT NO	C2015-058
DATE	OCTOBER 2020
DESIGNED	MAT
DRAWN	AF
CHECKED	AF
REVIEWED	DG
SCALE	AS SHOWN

DRAWING TITLE

STAIR CONNECTION
DETAILS

CB-13

SHEET 33 OF 59



TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FLORIDA 32541
 (850)-460-7040
 10189 SOUTHSIDE BOULEVARD
 SUITE 310
 JACKSONVILLE, FLORIDA 32256
 (904) 731-7040

CERTIFICATE OF AIA/ASCE/NSPE/MSPE

TAYLOR ENGINEERING INC.

4320 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040
10188 SOUTHSIDE BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904) 731-7040
CERTIFICATE OF AUTHORITY FOR BUSINESS

PROJECT TITLE	F
NORRIEGO POINT RECREATION ENHANCEMENT PROJECT DESTIN, FLORIDA	

SUNSHINE STATE ONE CALL OF
FLORIDA
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1-800-638-4097

PRELIMINARY DRAWINGS: THESE DRAWINGS
ARE NOT IN FINAL FORM, BUT ARE BEING
TRANSMITTED FOR AGENCY REVIEW.

[illegible][illegible]

PROJECT NO	C2015-068	B
DATE	August 28, 2020	
DESIGNED		
DRAWN	SWP	
CHECKED		
REVIEWED	REVBY	
SCALE	AS SHOWN	
DRAWING TITLE		

ARCHITECTURAL NOTES

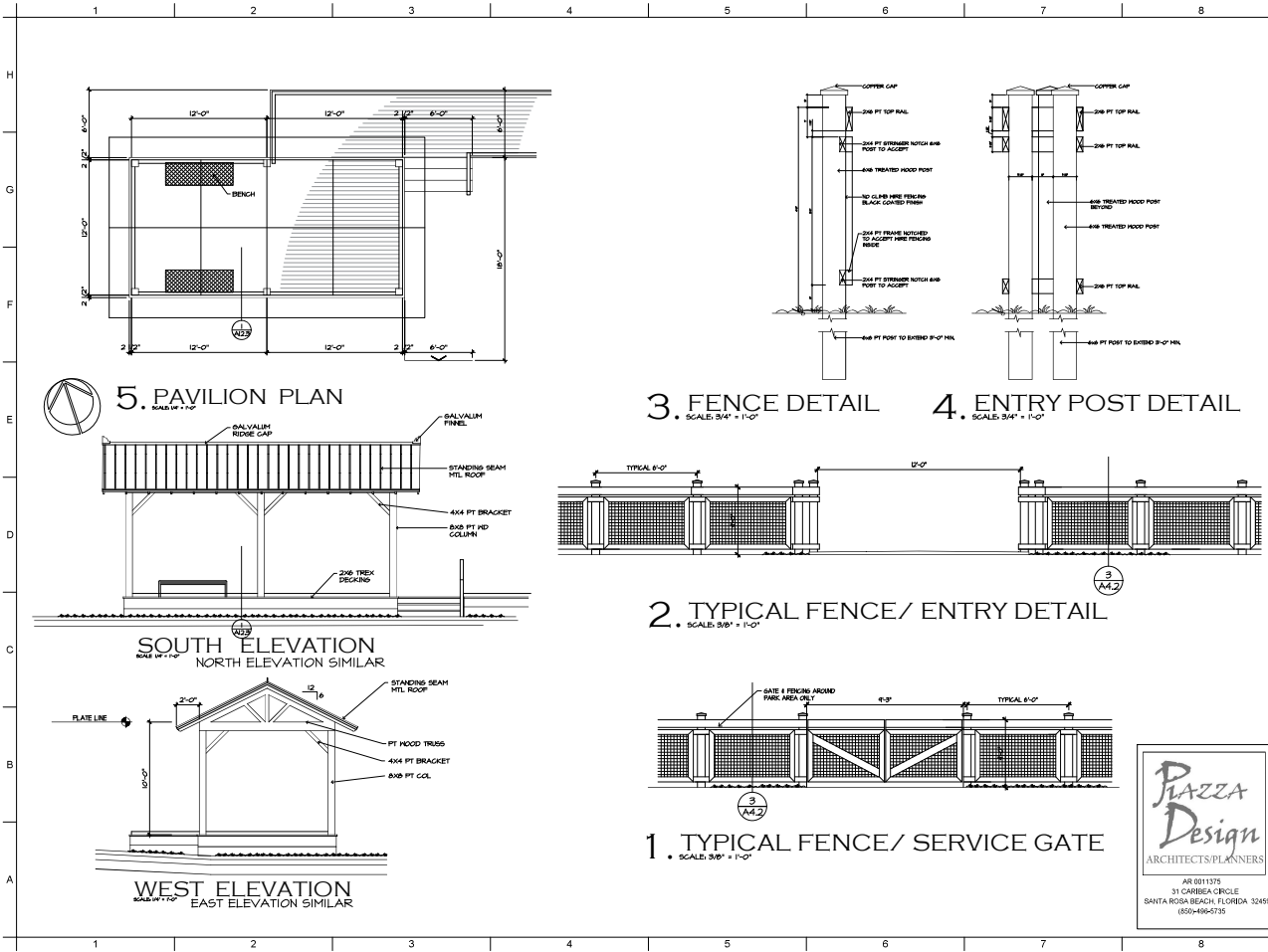
A-1.1

Page 13 of 14

A-1.1

TABLE 3.1.05.80.

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10185 SOUTHWEST BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904) 731-7040
www.taylor-engineering.com

PROJECT TITLE

**NORRIGO POINT
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ENHANCEMENT PROJECT**
DESTIN, FLORIDA

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PRELIMINARY DRAWINGS: THESE DRAWINGS
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NO.	DATE	REVISIONS / COMMENTS
1	08/28/2020	ISSUED FOR PERMIT

PROJECT NO.	03010489
DATE	August 28, 2020
DESIGNED	
DRAWN	SWP
CHECKED	
REVIEWED	REVIEW
SCALE	AS SHOWN
DRAWING TITLE	

**ARCHITECTURAL OUT
STRUCTURES**

A-4.2

Sheet 3 of 31



Pizza Design
ARCHITECTS/PLANNERS
AR 0011375
31 CARBON CIRCLE
SANTA ROSA BEACH, FLORIDA 32459
(850) 490-5735



PROJECT TITLE

**NORRIEGO POINT
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PROJECT NO	C2015-068
DATE	August 28, 2020
DESIGNED	
DRAWN	SWP
CHECKED	
REVIEWED	REVBY
SCALE	AS SHOWN

ROOF PLANS

A-9.1

SHEET 41 OF 50





PROJECT TITLE

NORRIEGO POINT
RECREATION
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DESTIN, FLORIDA

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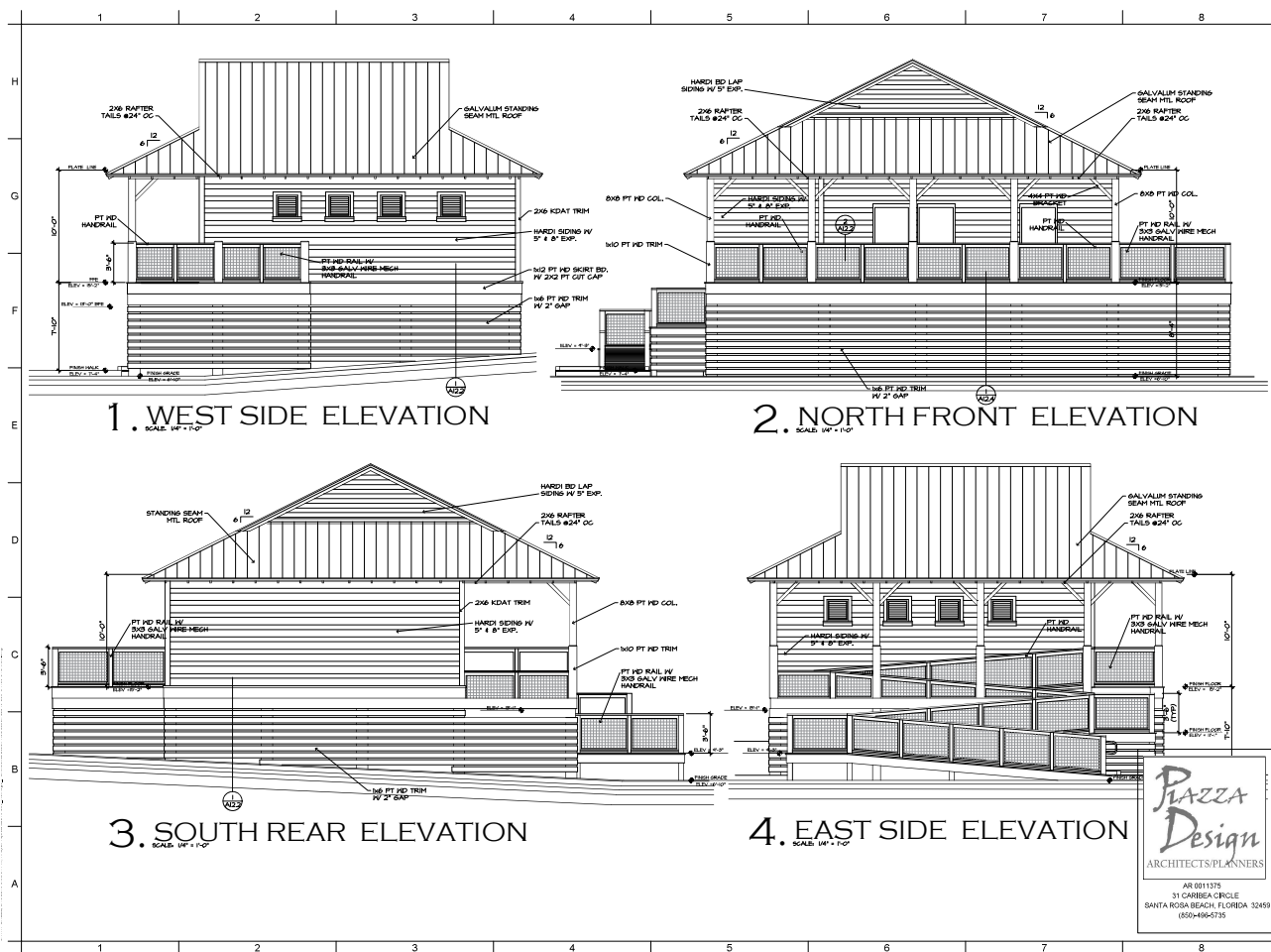
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PROJECT NO	C2015-058
DATE	August 28, 2020
DESIGNED	
DRAWN	SWP
CHECKED	
REVIEWED	REVBY
SCALE	AS SHOWN
DRAWING TITLE	

ARCHITECTURAL ELEVATIONS

A-10.1

SHEET 42 OF 5



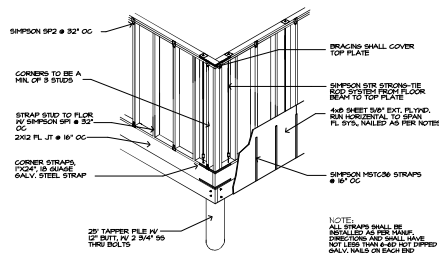
1. BASIC WIND SPEED = 150 MPH
2. WIND IMPORTANCE FACTOR = 1
3. WIND EXPOSURE "D"
4. REGIONAL & EXPOSURE ADJUSTMENT COEFFICIENT = 1.66
5. GUST FACTOR = 0.95
INTERNAL PRESSURE COEFFICIENTS: $C_{pi} = 0.18 - 1.75$ PSF
6. VELOCITY PRESSURE: $q = 0.00256 (0.85)(100)(166)$
 $q = 0.00056 (0.85)(100)(166)$
INTERNAL PRESSURE: $P = 150(0.18) - (0.95)(150)(0.33) = 88.2$ PSF
7. COMPOUND & GLAZED SURFACES
MINIMUM PRESSURE REQUIREMENTS ON BUILDING SURFACE, WALLS:
ZONE 5 CORNERS (H-O)
ZONE 4 INTERIOR
ROOF:
ZONE 3 CROSSED END (X-Y)
ZONE 2 END (H-O)
ZONE 1 INTERIOR
8. STRUCTURE CATEGORY = 2
MIN-DOME DERRIS REGION = "Y" ZONE

A. CODES:
FIREHALL BUILDING CODE, 2017 8TH EDITION,
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (7TH EDITION)
CONSTRUCTION MANUAL, LATEST EDITION.
BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE
STRUCTURES, 308.1300.
BUILDING CODE REQUIREMENTS FOR CONCRETE MASONRY
STRUCTURES, 305.1300.

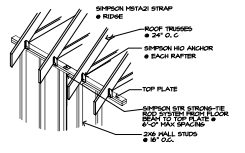
B. DESIGN LIVE LOADS:
ROOF _____ 20 PSF
FLOOR _____ 40 PSF
LATERAL FLOORING _____ 80 PSF

FRAMING NOTES:

- 1. All wood framing to be #2 southern Yellow Pine, 1/4" thick.
- 2. All trunks to be min. 3-2x4 all doors and windows, unless otherwise noted.
- 3. All bracing to be solid, max. 8'-0" o.c.
- 4. Only metal joist hangers shall be used.
- 5. Wood beams to be #1 structural Douglas fir.
- 6. All bolted connections to be end and/or intermediate 5/8" dia. bolts.

[illegible]

2. FL CONNECTION



1. ROOF/CEILING CONN.
• SCALE: NONE



PROJECT TITLE

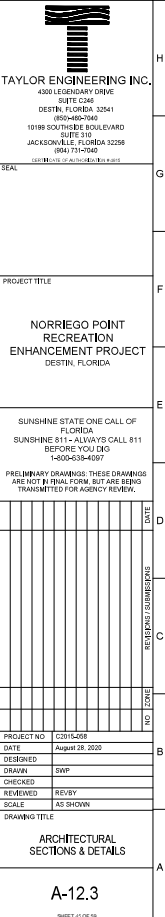
**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**
DESTIN, FLORIDA

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[illegible]

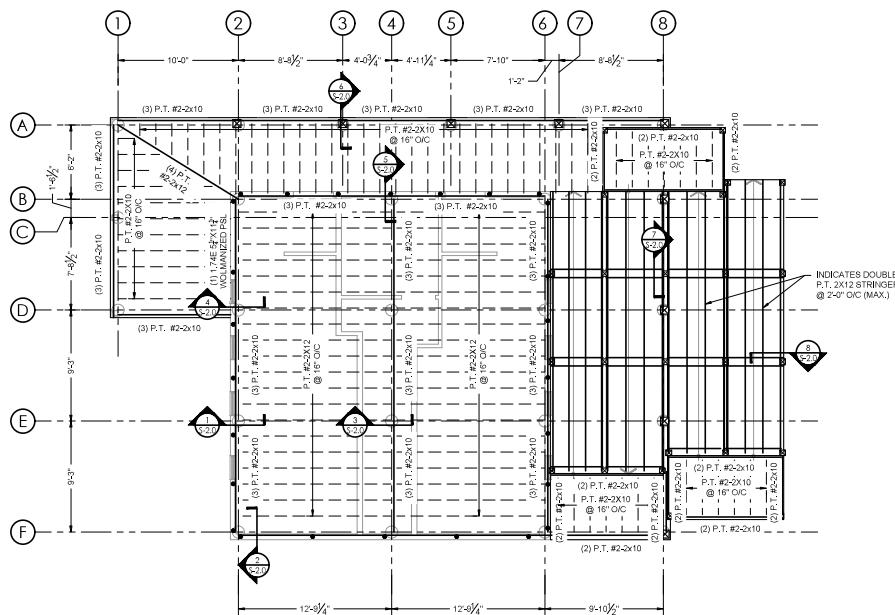
A-12.1



SCALE: 1/4"=1'-0"

FIRST FLOOR FRAMING PLAN NOTES

1. FOR GENERAL NOTES AND DESIGN LIVE LOADS SEE SHEET S-4.0
2. SEE S-2.0 FOR DETAILS
3. FOUNDATION BEAM LAYER SPICES SHALL OCCUR WITHIN 14" FROM THE CENTER LINE OF PIER
4. PROVIDE MIDSPAN BLOCKING @ FLOOR & DECK JOISTS THAT SPAN 15' OR GREATER. PROVIDE THIRD POINT BLOCKING @ JOISTS THAT SPAN 12' OR GREATER
5. ALL MEMBER SHOWN ON THIS PLAN ARE TO BE P.T.
6.
 - - INDICATES LOC OF JOIST ALL THREAD HOLDING. PROVIDE 3" WASHER & NUT @ THE LEVEL OF PLATE
 - ☒ - INDICATES SOLID P.T. 6x6 POSTS




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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040
10199 SOUTHSIDE BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904) 733-7940
COPY DATE OF ADVERTISEMENT: 4/8/05

PROJECT TITLE	
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RECREATION
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DESTIN, FLORIDA

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[illegible]

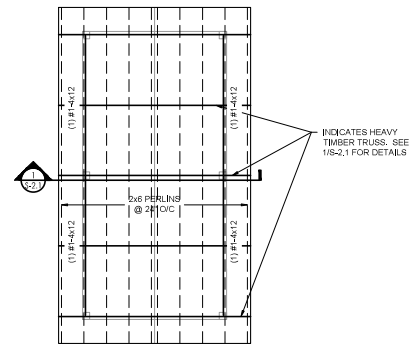
PROJECT NO	C2015-058
DATE	August 28, 2020
DESIGNED	JE
DRAWN	JBB
CHECKED	JE
REVIEWED	REVB
SCALE	AS SHOWN
DRAWN BY	

S-1.2

SHEET 05 OF 2

PAVILION PLAN NOTES:

- ☒ = INDICATES BYS TIMBER FLEW/ 22" MIN. EMBEDMENT. EXTEND UP TO MAKE UP COLUMN.



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850)-860-7040
10189 SOUTHSIDE BOULEVARD
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JACKSONVILLE, FLORIDA 32256
(904)-234-7040

SEAL

PROJECT TITLE	
---------------	--

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DESTIN, FLORIDA

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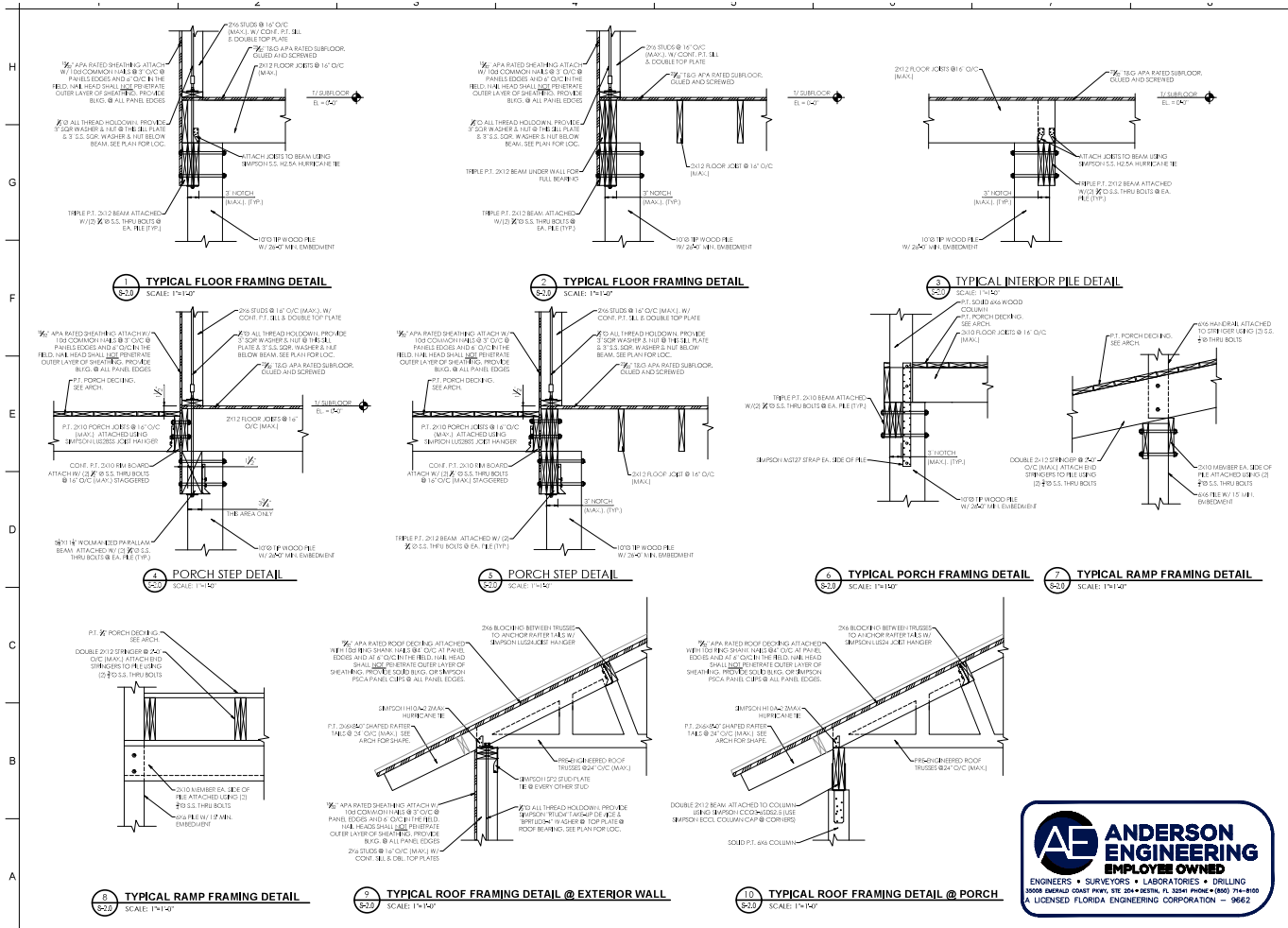
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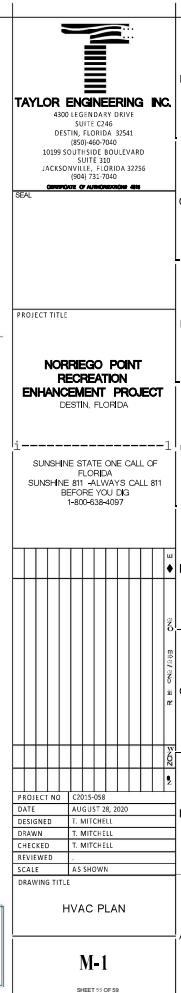
PROJECT NO	C2015-058	B
DATE	August 28, 2020	
DESIGNED	JE	
DRAWN	JBS	
CHECKED	JE	
REVIEWED	REVBV	
SCALE	AS SHOWN	
DRAWING TITLE		

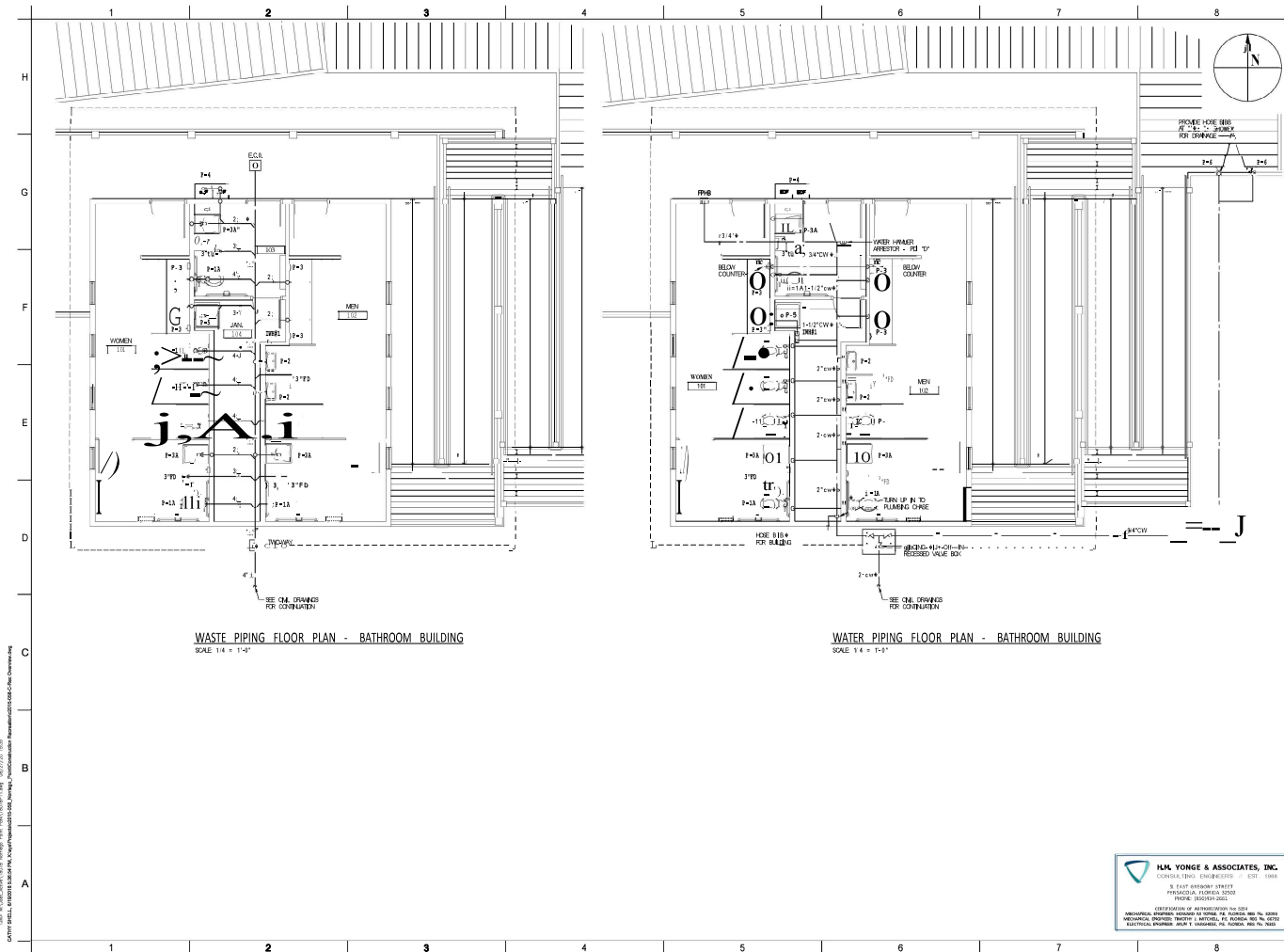
DOI: 10.1002/for

S-1.4

SHEET 52 OF 59

[illegible]





TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE 2040
DESTIN, FLORIDA 32541
(904) 480-7040
16189 SOUTHWEST BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904) 731-7040
OFFICE OF ARCHITECTURE 02

PROJECT TITLE
**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**
DESTIN, FLORIDA

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FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
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1-800-538-6597

PROJECT NO. C191-19
DATE: AUGUST 18, 2022
DESIGNED: T. MITCHELL
DRAWN: T. MITCHELL
CHECKED: T. MITCHELL
REVISED:
SCALE: AS SHOWN

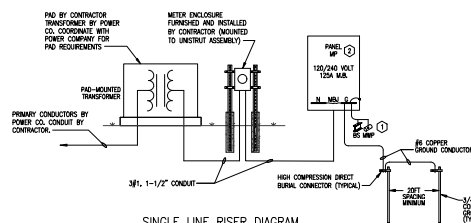
DRAWING TITLE
PLUMBING PLANS

P-1
SHEET 11 OF 24

H.M. YONGE & ASSOCIATES, INC.
CORPORATE ENGINEERS - EST. 1985
8 EAST BAYVIEW STREET
PANAMA CITY, FLORIDA 32360
PHONE: (904) 833-1222
CERTIFICATION OF REGISTRATION NO. 122
ARCHITECTURAL ENGINEERING LICENSE NO. 12222, P.E. LICENSE NO. 12, 2002
MECHANICAL ENGINEERING LICENSE NO. 12222, P.E. LICENSE NO. 12, 2002
ELECTRICAL ENGINEERING LICENSE NO. 12222, P.E. LICENSE NO. 12, 2002

ELECTRICAL SPECIFICATIONS:

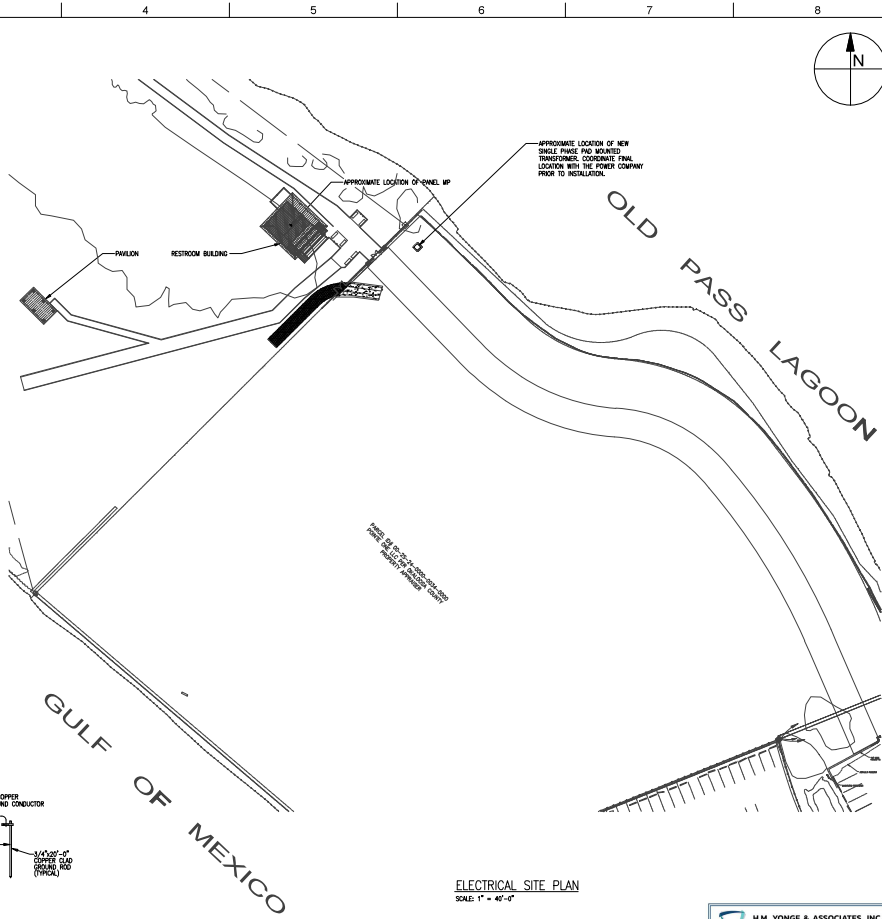
1. ALL MATERIALS AND ELECTRICAL WORK SHALL BE IN CONFORMANCE WITH ALL APPLICABLE CODES AND INDUSTRY STANDARDS. WHERE DIFFERENCES EXIST BETWEEN BUILDING CODES, SPECIFICATIONS, STATE LAWS, LOCAL ORDINANCES, AND REGULATIONS AND THE CONTRACT DOCUMENTS, THE MOST STRINGENT SHALL GOVERN. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT IN WRITING OF SUCH DIFFERENCES. NON-COMPLIANCE SHOULD THE CONTRACTOR PERFORM ANY WORK THAT DOES NOT COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE BUILDING CODES, STATE LAWS, LOCAL ORDINANCES, INDUSTRY STANDARDS, AND INDUSTRY COMPANY REGULATIONS, HE/SHE SHALL BEAR ALL COSTS ARISING FROM CORRECTING THE DEFICIENCIES. THE FOLLOWING CODES SHALL APPLY:
NFPA 70 - NATIONAL ELECTRICAL CODE
NFPA 701 - LIFE SAFETY CODE
FLORIDA BUILDING CODE
FLORIDA ENERGY CONSERVATION CODE
2. ALL MATERIALS SHALL BE NEW AND UL LISTED FOR THE APPLICATION.
3. ALL WIRING SHALL BE COPPER CONDUCTORS WITH TYPE THERM/PLASTIC INSULATION FOR GENERAL USE. PROVIDE INDIVIDUAL NEUTRAL CONDUCTORS FOR ALL SINGLE-PHASE BRANCH CIRCUITS. TWO-BRANCH WIRING IS NOT ACCEPTABLE. CONDUCTORS #12 THROUGH #10 SHALL BE SOLID, #8 AND LARGER SHALL BE STRANDED. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE #12.
4. ALL CONDUCTORS SHALL BE RUN IN RIGID CONDUIT. CONDUITS RUN CONCEALED IN THE HOLLOW SPACE OF NON-MASONRY WALLS OR ABOVE SUSPENDED CEILING SHALL BE LFC. CONDUITS INSTALLED CONCEALED IN EARTH, FULL CONCRETE, OR SOLID MASONRY STRUCTURES SHALL BE PVC. ALL PVC SHALL NOT BE INSTALLED IN ANY EXPOSED LOCATIONS. ALL EXPOSED EXTERIOR CONDUITS SHALL BE DRIP AND ICE INSTALLED BELOW GRADE. ALL CONDUITS SHALL BE PROTECTED FROM PHYSICAL DAMAGE PRIOR TO INSTALLATION. FLEX IS NOT PERMITTED. EXPOSED CONDUITS SHALL BE RUN AT RIGHT ANGLES TO OR PARALLEL WITH BUILDING LINES AND EXPOSED STRUCTURE. IF ALL CABLES CONDUIT RUNS SHALL BE GROUNDED TO EARTH WHERE POSSIBLE AND SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE, NOT FOR ANY SUSPENDED CEILING SUPPORT SYSTEM.
5. CONDUITS USED FOR CONNECTION TO RECESSED LIGHTING FIXTURES SHALL BE FLEX OR M/C CABLE NOT OVER 6 FEET IN TOTAL LENGTH. CONDUITS FOR CONNECTION TO MOTORS OR VIBRATING EQUIPMENT SHALL BE LIQUID FLEX NOT LESS THAN 1/8" LONG AND NOT OVER 40' LONG.
6. WHEREVER CONDUITS PASS THROUGH FLOORS OR FIRE RATED PARTITIONS, SLEEVES SHALL BE INSTALLED. SLEEVES SHALL BE LIMITED IN PLACE IN THE SUPPORTING WALL OR FLOOR. THE SPACE BETWEEN THE SLEEVE AND CONDUIT SHALL BE PACKED WITH AN APPROVED, NONCOMBUSTIBLE, FIRE STOPPING MATERIAL. ALL NEW HOLES SHALL BE CORE DRILLED. NO CHIPPING SHALL BE PERMITTED, EXCEPT AS APPROVED BY THE ARCHITECT.
7. SPLICES IN CIRCUITS SHALL BE TWISTED AND MADE MECHANICALLY TIGHT. SECURE WITH SCOTCHLOCK OR PIRAL CONNECTORS. CRAMP TYPE CONNECTORS SHALL NOT BE USED.
8. WIRING DEVICES SHALL BE OF THE SPECIFICATION GRADE UNLESS OTHERWISE SPECIFIED. ALL DEVICES SHALL BE FLUSH MOUNTED UNLESS OTHERWISE NOTED.
9. PULL BOXES, JUNCTION BOXES AND OUTLET BOXES SHALL BE MANUFACTURED FROM GALVANIZED INDUSTRY STANDARD GAUGE SHEET STEEL.
10. PHASE USE OF PANELS SHALL BE BALANCED. ANY PANEL FOUND WITH MORE THAN 10% UNBALANCED LOADS SHALL HAVE ITS CIRCUITS REWIRING AS REQUIRED TO BALANCE PHASE LOADS.
11. THE SHORT CIRCUIT RATING OF A PANEL SHALL APPLY TO ALL BRANCH DEVICES. SERIES CONNECTED SHORT CIRCUIT RATING OF BRANCH DEVICES WILL NOT BE ACCEPTED.
12. PROVIDE TYPED PANELBOARD SCHEDULES IN ALL PANELBOARDS.
13. LIGHTING FIXTURES SHALL BE INSTALLED PLUMB, SQUARE, AND LEVEL WITH THE CEILING, WALL, AND IN ALIGNMENT WITH ADJACENT LIGHTING FIXTURES. MOUNTING HEIGHTS INDICATED SHALL BE TO THE BOTTOM OF THE FIXTURE FOR CEILING-MOUNTED FIXTURES AND TO CENTER OF FIXTURE FOR WALL-MOUNTED FIXTURES. LFC-IN FIXTURES SHALL BE SUPPORTED WITH A MINIMUM OF 4 CEILING SUPPORT WIRING PER FIXTURE AND NOT MORE THAN 6 INCHES FROM EACH CORNER OF THE FIXTURE. FOR FIXTURES SMALLER IN SIZE THAN THE CEILING GRID, PROVIDE A MINIMUM OF FOUR WIRING FOR FIXTURES. DO NOT SUPPORT FIXTURES BY CEILING ACoustical PANELS. ALL CONCEALED FIXTURE MOUNTING ACCESSORIES SHALL BE SECURELY TIED TO STRUCTURE. CONDUITS CONNECTING TO FIXTURES SHALL NOT EXCEED 6 FEET IN LENGTH. FIXTURES SHALL BE COLOR COORDINATE TO FINISH SYSTEMS.
14. PROVIDE MECHANICALLY FASTENED PLASTIC LABELS ON ALL ELECTRICAL PANELBOARDS AND MECHANICAL DISCONNECTS. NAMEPLATES SHALL BE FRONT COVER MOUNTED, MECHANICALLY FASTENED, CONTAIN A PERMANENT RECORD OF SWITCH TYPE, AMPERE RATING, AND MAXIMUM VOLTAGE RATING.
15. THE PANELBOARDS AND ALL COMPONENTS SHALL BE DESIGNED, MANUFACTURED AND TESTED IN ACCORDANCE WITH THE LATEST APPLICABLE STANDARDS OF NEMA AND UL. MAIN BUS BARS SHALL BE PLATED COPPER SIZED IN ACCORDANCE WITH UL STANDARDS TO LIMIT TRANSFERENT FUSE OR ANY CURRENT CARRYING PART TO A MINIMUM OF 60% OF ITS RATED CAPACITY. IN THE EVENT OF 40% DEFICIENCY, A MINIMUM 4 INCHES WIDE BUS AND A FULL-SIZE (100% RATED) INSULATED NEUTRAL BARS SHALL BE INCLUDED IN ALL PANELS. INSTALLED ONE CIRCUIT BREAKERS SHALL PROVIDE CIRCUIT OVERCURRENT PROTECTION WITH INVERSE TIME AND INSTANTANEOUS TRIPPING CHARACTERISTICS. CIRCUIT BREAKERS SHALL BE OPERATED BY A TOGGLE-TYPE HANDLE AND SHALL HAVE A QUICK-BREAK, QUICK-BREAK OVER-CURRENT TRIPPING MECHANISM THAT IS MECHANICALLY TYPED, PROVIDE AN ENGINEER NAMEPLATE FOR EACH PANEL, SECTION INDICATING THE PANEL DESIGNATION AND THE PANEL IT IS FED FROM (IF APPLICABLE).



SINGLE LINE RISER DIAGRAM
NOT TO SCALE

SINGLE LINE RISER DIAGRAM KEYNOTES

1. GROUNDING ELECTRODE SYSTEM SHALL BE IN ACCORDANCE WITH NEC 2014 ARTICLE 250
2. ELECTRICAL EQUIPMENT SHALL BE MARKED TO INDICATE THE DEVICE OR EQUIPMENT WHERE THE POWER SUPPLY ORIGINATES PER NEC 408.4(B)



ELECTRICAL SITE PLAN
SCALE: 1" = 40'-0"

H.M. YONGE & ASSOCIATES, INC.
CONSULTING ENGINEERS - P.E. EST. 1988
25 EAST LEGACY DRIVE
PENSACOLA, FLORIDA 32502
PHONE: (904) 438-1001

CONSULTATION BY AUTHORIZATION OF THE STATE
PROFESSIONAL ENGINEER: H.M. YONGE, P.E. LICENSE NO. 10000
PROFESSIONAL ENGINEER: J. YONGE, P.E. LICENSE NO. 10000
ELECTRICAL ENGINEER: J. YONGE, P.E. LICENSE NO. 10000

T
TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE 2040
DESTIN, FLORIDA 32541
(850) 465-7040
10199 SOUTHWEST BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32206
(904) 733-7040
CONTACT: J. YONGE, P.E. LICENSE NO. 10000

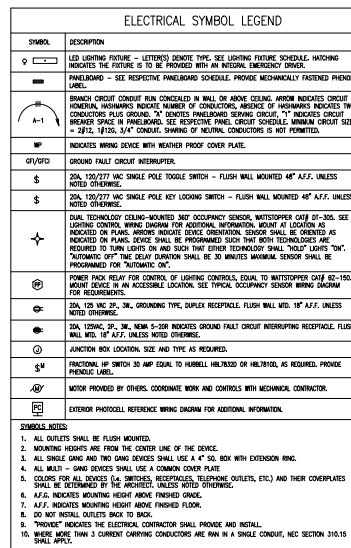
PROJECT TITLE
**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**
DESTIN, FLORIDA

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG
1-800-336-6877

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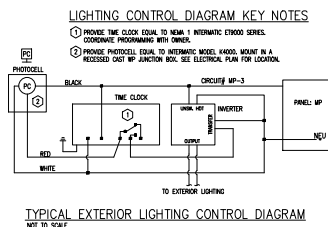
PROJECT NO. C0915400
DATE: AUGUST 26, 2020
DESIGNED: A. VARGHESE
DRAWN: R. HOWARD
CHECKED: A. VARGHESE
REVIEWED: AS SHOWN
SCALE: AS SHOWN
DRAWING TITLE
ELECTRICAL SITE PLAN

E-1
SHEET 11 OF 38



120V A.C. SURFACE MOUNT		PANEL MP SCHEDULE		5,000 SQA RADIANT 120V A.C. 240/120V 1Ø 3Ø	
LOAD DESCRIPTION	BRANDED WATTAGE	WATTAGE PER AMP	BRANDED WATTAGE	WATTAGE PER AMP	LOAD DESCRIPTION
1 LIGHTS/TV - BEDRM, FAMILY	1 - 20	8.7	0.8	20	1 LIGHTS/TV - MEN, JANTRY
2 EXTERIOR LIGHTS - BACKYARD BLDG.	1 - 20	6.4	1.1	20	RECEPT - WASHRM, MEN, JANTRY
5 SHOWER	1 - 20	-	-	20	EXTERIOR LIGHTS
7 SHOWER	1 - 20	-	-	15.0	81 WATERHEATER W/HEAT EXCH - JANTRY
8 SHOWER	1 - 20	-	-	20	1 SHOWER
11 SHOWER	1 - 20	-	-	20	1 SHOWER
13 SHOWER	1 - 20	-	-	20	1 SHOWER
15 SHOWER	1 - 20	-	-	20	1 SHOWER
17 SHOWER	1 - 20	-	-	20	1 SHOWER
CONNECTED LOAD		18.2			

* PROVIDE PHENOLIC LABEL AFFIXED TO PANEL INDICATING THIS VALUE ALONG WITH THE DATE OF THE INSTALLATION.



 **H.M. YONGE & ASSOCIATES, INC.**
CONSULTING ENGINEERS & EST. 1968
51 EAST GREGORY STREET
PENSACOLA, FLORIDA 32502
PHONE: (850)434-2661

CERTIFICATION OF AUTHORIZATION No. 5254
MECHANICAL ENGINEER EDWARD H. YONGE, P.E. FLORIDA REG NO. 32093
MECHANICAL ENGINEER THOMAS J. HILL, P.E. FLORIDA REG NO. 5187
ELECTRICAL ENGINEER ABRAHAM ORDON, P.E. ORDON REG NO. 7834

Prepared by and return to:
Holtzman Vogel, PLLC
119 S. Monroe Street, Suite 500
Tallahassee, FL 32301

Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of October, 2021, by the **City of Destin**, a Florida municipal corporation, whose mailing address is 4200 Indian Bayou Trail, Destin, Florida 32541 (“Grantor”), and **Pointe Resort, LLC**, a Florida limited liability company whose mailing address is 1901 Manhattan Boulevard, Building H, Suite 101, Harvey, Louisiana 70058 (“Grantee”).

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee forever, all its right, title and interest in and to the following described property situate, lying and being in the County of Okaloosa, State of Florida, to-wit:

SEE EXHIBIT “A” ATTACHED HERETO

LESS AND EXCEPT its right, title and interest in and to the following described property situate, lying and being in the County of Okaloosa, State of Florida, to-wit:

SEE EXHIBIT “B” ATTACHED HERETO

SUBJECT TO real estate taxes for the current and subsequent years, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and the conditions, restrictions, limitations, reservations, declarations, easements, dedications, and agreements of record, without intent to impose same.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed sealed and delivered in our presence:

Print _____

Print _____

The CITY OF DESTIN

By: _____

Its: _____

Print _____

THE PREPARER HEREOF HAS NOT BEEN REQUESTED TO PROVIDE TITLE INSURANCE OR TO INSURE THE TITLE AND ASSUMES NO LIABILITY FOR ANY TITLE DEFECTS.

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by _____ as _____ for THE CITY OF DESTIN.

Signature of Notary

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ☐ OR Produced Identification ☐

Type of Identification Produced _____

☐ Physical presence ☐ Online notarization

EXHIBIT A

A right of way, 100 feet wide, lying in Township 2 South, Range 23 West, Okaloosa County, Florida, and more particularly described as:

BEGIN AT THE NORTHEAST CORNER OF PHASE I, PARCEL "A", EAST PASS TOWERS CONDOMINIUM AS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE EASTERLY; HAVING A RADIUS OF 503.88 FEET, A CHORD BEARING OF N 54°47'38"W, A CENTRAL ANGLE OF 01°56'33", AND A CHORD LENGTH OF 17.08 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, AND A CENTRAL ANGLE OF 63° 10' 16"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE ON 220.51 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 25°56'23", THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.46 FEET TO THE POINT OF TANGENCY, THENCE RUN N 50°24'00"W, A DISTANCE OF 153.07 FEET TO A POINT ON THE SOUTH LINE OF PARCEL 0023, TOWNSHIP 2 SOUTH, RANGE 24 WEST OF THE OKALOOSA COUNTY PROPERTY APPRAISER'S MAP, THENCE RUN N 44°19'00"E, ALONG SAID SOUTH LINE A DISTANCE OF 100.34 FEET; THENCE RUN S 50°24'00"E, A DISTANCE OF 144.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 25°56'23", THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 113.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 63°10'16"; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 330.76 FEET TO THE END OF SAID CURVE; THENCE RUN S 67°06'41"W, A DISTANCE OF 101.16 FEET TO THE POINT OF BEGINNING.

Said property being the same as that property being conveyed in that certain Deed in the Okaloosa County Official Records at Book 2813, Page 2854.

EXHIBIT B

A parcel of land in un-sectionalized Township 2 South, Range 22 West, Okaloosa County, Florida, being more explicitly described as follows:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE(1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE= 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING= NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE= 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING= NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM AND THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET, (CHORD BEARING AND DISTANCE= NORTH 13 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.42 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE= NORTH 06 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 29.98

EXHIBIT B

FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE= NORTH 12 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 43.87 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE= NORTH 30 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 97.25 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 63.65 FEET, (CHORD BEARING AND DISTANCE= NORTH 61 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.76 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET, (CHORD BEARING AND DISTANCE = NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 155.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 297.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 28.70 FEET, (CHORD BEARING AND DISTANCE= NORTH 48 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.69 FEET); THENCE NORTH 51 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 5.71 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.61 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 33.14 FEET, (CHORD BEARING AND DISTANCE= SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OR 33.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING

EXHIBIT B

A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE= SOUTH 65 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 86.28 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 148.52 FEET, (CHORD BEARING AND DISTANCE= SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 144.10 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE= SOUTH 30 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.42 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON THE ARC OR SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 79.52 FEET, (CHORD BEARING AND DISTANCE = SOUTH 13 DEGREES 21 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.00 FEET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE 1, A CONDOMINIUM; THENCE SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST ON SAID NORTHERLY EXTENSION, A DISTANCE OF 103.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. SAID PARCEL CONTAINING 1.33 ACRES.

Said property being the same as that real property being conveyed in that certain Special Warranty Deed in the Okaloosa County Official Records at Book 2885, Page 4274, and the real property being conveyed in that Corrective Special Warranty Deed in the Okaloosa County Official Records at Book 2887, Page 2197.

Prepared by and return to:
Holtzman Vogel, PLLC
119 S. Monroe Street, Suite 500
Tallahassee, FL 32301

Documentary Stamps: \$.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this ____ day of October, 2021, by **Pointe Resort, LLC**, a Florida limited liability company whose mailing address is 1901 Manhattan Boulevard, Building H, Suite 101, Harvey, Louisiana 70058, and **Pointe Mezzanine, LLC**, a Florida limited liability company whose mailing address is 1901 Manhattan Boulevard, Building H, Suite 101, Harvey, Louisiana 70058 (together "Grantors"), to the **City of Destin**, a Florida municipal corporation, whose mailing address is 4200 Indian Bayou Trail, Destin, Florida 32541 ("Grantee").

WITNESSETH:

That the Grantors, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantee forever, all its right, title and interest in and to the following described property situate, lying and being in the County of Okaloosa, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT TO real estate taxes for the current and subsequent years, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and the conditions, restrictions, limitations, reservations, declarations, easements, dedications, and agreements of record, without intent to impose same.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantors, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the Grantors have signed and sealed these presents the day and year first above written.

Signed sealed and delivered in our presence:

	POINTE RESORT, LLC
Print _____	By: _____
	Its: _____
Print _____	Print _____

THE PREPARER HEREOF HAS NOT BEEN REQUESTED TO PROVIDE TITLE INSURANCE OR TO INSURE THE TITLE AND ASSUMES NO LIABILITY FOR ANY TITLE DEFECTS.

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2021
by _____ as _____ for POINTE RESORT, LLC.

Signature of Notary

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ☐ OR Produced Identification ☐

Type of Identification Produced _____

☐ Physical presence ☐ Online notarization

Signed sealed and delivered in our presence:

	POINTE MEZZANINE, LLC
	By: _____
Print _____	Its: _____
_____	_____
Print _____	Print _____

THE PREPARER HEREOF HAS NOT BEEN REQUESTED TO PROVIDE TITLE INSURANCE OR TO INSURE THE TITLE AND ASSUMES NO LIABILITY FOR ANY TITLE DEFECTS.

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2021
by _____ as _____ for POINTE MEZZANINE, LLC.

Signature of Notary

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ☐ OR Produced Identification ☐

Type of Identification Produced _____

☐ Physical presence ☐ Online notarization

EXHIBIT A

A parcel of land in un-sectionalized Township 2 South, Range 22 West, Okaloosa County, Florida, being more explicitly described as follows:

COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE(1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE= 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING= NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE= 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING= NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM AND THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET, (CHORD BEARING AND DISTANCE= NORTH 13 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.42 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE= NORTH 06 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 29.98

EXHIBIT A

FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE= NORTH 12 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 43.87 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE= NORTH 30 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 97.25 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 63.65 FEET, (CHORD BEARING AND DISTANCE= NORTH 61 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.76 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET, (CHORD BEARING AND DISTANCE = NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 155.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 297.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 28.70 FEET, (CHORD BEARING AND DISTANCE= NORTH 48 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.69 FEET); THENCE NORTH 51 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 5.71 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.61 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 33.14 FEET, (CHORD BEARING AND DISTANCE= SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OR 33.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING

EXHIBIT A

A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE= SOUTH 65 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 86.28 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 148.52 FEET, (CHORD BEARING AND DISTANCE= SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 144.10 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE= SOUTH 30 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.42 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON THE ARC OR SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 79.52 FEET, (CHORD BEARING AND DISTANCE = SOUTH 13 DEGREES 21 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.00 FEET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE 1, A CONDOMINIUM; THENCE SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST ON SAID NORTHERLY EXTENSION, A DISTANCE OF 103.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. SAID PARCEL CONTAINING 1.33 ACRES.

Said property being the same as that real property being conveyed in that certain Special Warranty Deed in the Okaloosa County Official Records at Book 2885, Page 4274, and the real property being conveyed in that Corrective Special Warranty Deed in the Okaloosa County Official Records at Book 2887, Page 2197.

POINTE BEACH & YACHT CLUB

A SUBDIVISION BEING OF A PORTION OF UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 24 WEST,
1 GULF SHORE DRIVE, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
JULY 2021

DESCRIPTION:

(OFFICIAL RECORD BOOK 3295, PAGE 3105);
A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES, 02 MINUTES, 13 SECONDS WEST, CHORD DISTANCE = 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES, 35 MINUTES 42 SECONDS WEST, A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING = NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE= 388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, SAID POINT BEING THE POINT OF BEGINNING, THENCE ON THE WESTERN BOUNDARY OF SAID EAST PASS TOWERS, PHASE I, A CONDOMINIUM, SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEA WALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, THENCE ON SAID VERTICAL FACE OF SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH 38 DEGREES 01 MINUTES 05 SECONDS WEST, A DISTANCE OF 2.50 FEET, THENCE (2) NORTH 49 DEGREES 25 MINUTES 44 SECONDS WEST, A DISTANCE OF 385.65 FEET, THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 456.28 FEET TO A POINT ON THE MEAN HIGH WATER LINE AND 0.77 FOOT COUTOUR (NORTH AMERICAN VERTICAL DATUM OF 1988): OF OLD PASS LAGOON; THENCE ON SAID MEAN HIGH WATER LINE THE FOLLOWING APPROXIMATING TEN CALLS: THENCE (1) SOUTH 46 DEGREES 50 MINUTES 23 SECONDS EAST, A DISTANCE OF 141.88 FEET TO A POINT OF CURVATURE CONCAVE NORTHERLY HAVING A RADIUS OF 75.44 FEET; THENCE (2) ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56 DEGREES 18 MINUTES 39 SECONDS, A DISTANCE OF 74.14 FEET (CHORD BEARING = SOUTH 81 DEGREES 15 MINUTES 01 SECONDS EAST, CHORD DISTANCE = 71.19 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 87.88 FEET, THENCE (2) ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74 DEGREES 10 MINUTES 30 SECONDS, AN ARC DISTANCE OF 74.93 FEET (CHORD BEARING= SOUTH 78 DEGREES 42 MINUTES 32 SECONDS EAST, CHORD DISTANCE= 69.81 FEET), THENCE (3) SOUTH 38 DEGREES 32 MINUTES 59 SECONDS EAST, A DISTANCE OF 52.61 FEET, THENCE (4) SOUTH 33 DEGREES 51 MINUTES 06 SECONDS EAST, A DISTANCE OF 58.25 FEET, THENCE (5) SOUTH 37 DEGREES 02 MINUTES 14 SECONDS EAST, A DISTANCE OF 57.72 FEET, THENCE (6) SOUTH 28 DEGREES 36 MINUTES 06 SECONDS EAST, A DISTANCE OF 45.66 FEET, THENCE (7) SOUTH 43 DEGREES 05 MINUTES 21 SECONDS EAST, A DISTANCE OF 20.93 FEET, THENCE (8) SOUTH 18 DEGREES 51 MINUTES 44 SECONDS EAST, A DISTANCE OF 36.20 FEET, THENCE (10) SOUTH 25 DEGREES 51 MINUTES 45 SECONDS EAST, A DISTANCE OF 54.65 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM, THENCE DEPARTING SAID MEAN HIGH WATER LINE AND ON SAID NORTHERLY EXTENSION SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, A DISTANCE OF 126.92 FEET TO CLOSE ON THE POINT OF BEGINNING. SAID PARCEL CONTAINING 5.35 ACRES MORE OR LESS.

(OFFICIAL RECORD BOOK 2887, PAGE 2197);
A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF LOT 124, BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 28 MINUTES 19 SECONDS WEST A DISTANCE OF 1877.26 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 16.04 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 18 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING= NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE= 508.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 38 DEGREES 35 MINUTES 42 SECONDS WEST A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2025.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 388.85 FEET (CHORD BEARING= NORTH 33 DEGREES, 12 MINUTES 52 SECONDS WEST, CHORD DISTANCE=388.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 503.88 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 36 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING= NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE= 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM AND THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 503.88 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET, (CHORD BEARING AND DISTANCE= NORTH 13 DEGREES 31 MINUTES 50 SECONDS WEST, A DISTANCE OF 1.42 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE= NORTH 06 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 29.98 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.23 FEET, (CHORD BEARING AND DISTANCE= NORTH 12 DEGREES 20 MINUTES 37 SECONDS WEST, A DISTANCE OF 43.87 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE= NORTH 30 DEGREES 39 MINUTES 22 SECONDS WEST, A DISTANCE OF 97.25 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 37 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 63.65 FEET, (CHORD BEARING AND DISTANCE= NORTH 61 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 61.78 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET, (CHORD BEARING AND DISTANCE= NORTH 65 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 155.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45 DEGREES 28 MINUTES 19 SECONDS WEST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 297.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 28.70 FEET, (CHORD BEARING AND DISTANCE= NORTH 48 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 28.69 FEET); THENCE NORTH 51 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 8.71 FEET; THENCE NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.61 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 397.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 56 SECONDS, AN ARC DISTANCE OF 33.14 FEET, (CHORD BEARING AND DISTANCE= SOUTH 47 DEGREES 51 MINUTES 47 SECONDS EAST, A DISTANCE OF 33.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, A DISTANCE OF 90.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 88.09 FEET, (CHORD BEARING AND DISTANCE= SOUTH 65 DEGREES 39 MINUTES 39 SECONDS EAST, A DISTANCE OF 86.28 (FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 148.52 FEET, (CHORD BEARING AND DISTANCE= SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 144.10 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 38.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 03 MINUTES 40 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE= SOUTH 30 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.42 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 46 MINUTES 36 SECONDS, AN ARC DISTANCE OF 79.52 FEET, (CHORD BEARING AND DISTANCE= SOUTH 13 DEGREES 21 MINUTES 46 SECONDS EAST, A DISTANCE OF 79.00 FEET) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE AFORESAID WESTERLY BOUNDARY LINE OF EAST PASS TOWERS, PHASE I, A CONDOMINIUM; THENCE SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST ON SAID NORTHERLY EXTENSION, A DISTANCE OF 103.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL, HEREIN DESCRIBED. SAID PARCEL CONTAINING 1.33 ACRES.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT POINTE RESORT, LLC, AND POINTE MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER OF LANDS HEREON PLATTED AS "POINTE BEACH & YACHT CLUB", DO DECLARE THAT NO LANDS, EASEMENTS, OR COMMON AREAS ARE DEDICATED TO 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 CUIDRY, PRESIDENT
POINTE RESORT, LLC, A FLORIDA LIMITED LIABILITY COMPANY
POINTE MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

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 _____, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FORGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS PRESIDENT OF POINTE RESORT, LLC, AND POINT MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND HAS ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF POINTE RESORT, LLC, AND POINT MEZZANINE, LLC,

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

SHEET 1 OF 2 SHEETS

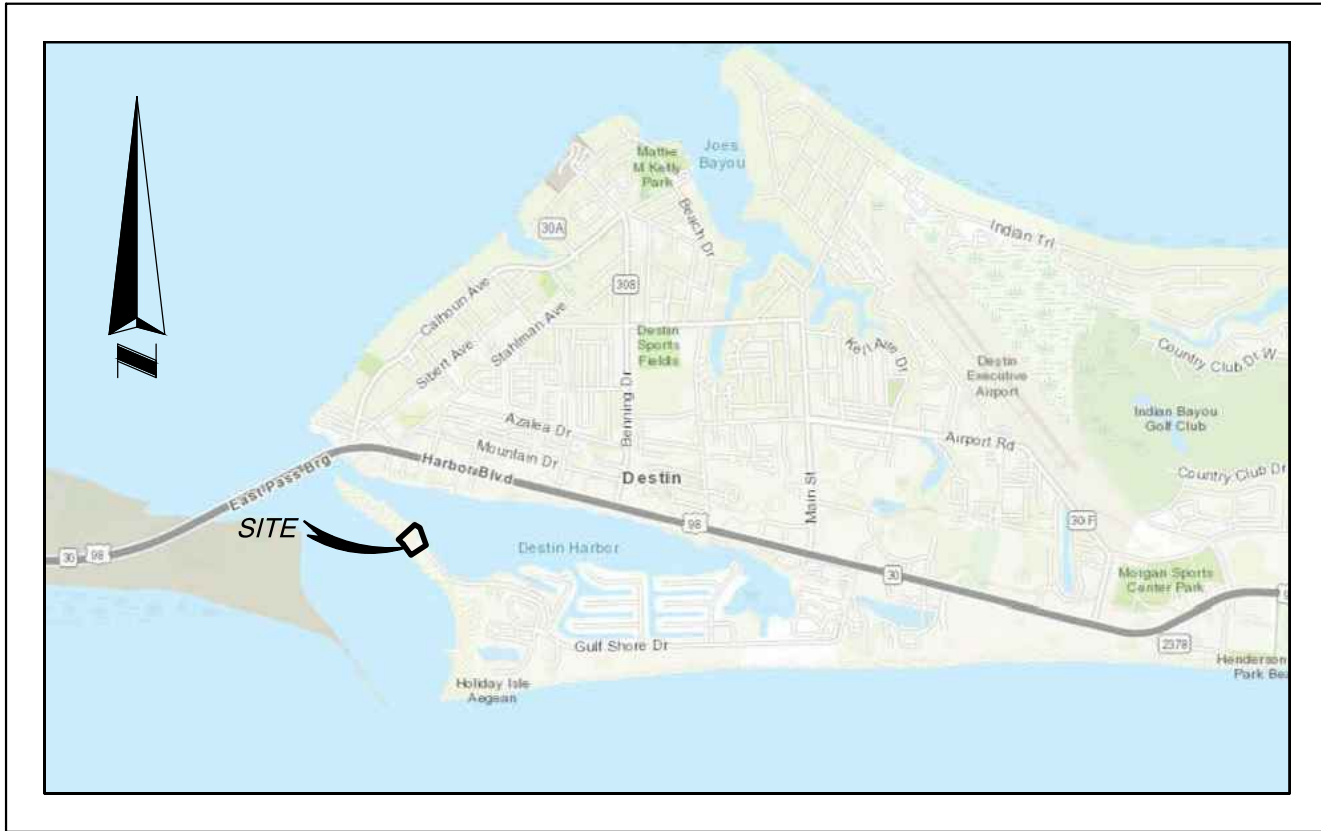
PREPARED BY

SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES

CERTIFICATE OF AUTHORIZATION NUMBER LB2108

1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428

PHONE (850) 638-0790 FAX (850) 638-8069



SITE MAP
NOT TO SCALE

NOTICE:

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.

TITLE CERTIFICATION

THE UNDERSIGNED TITLE EXAMINER, AS MANAGING MEMBER OF BURKE BLUE HUTCHISON WALTERS & SMITH, PA, A TITLE INSURER LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT THE LANDS AS DESCRIBED AND SHOWN ON THE PLAT ARE IN THE NAME OF, AND APPARENT RECORD TITLE IS HELD BY POINTE RESORT, LLC, AND POINTE MEZZANINE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AND THAT ALL TAXES HAVE BEEN PAID ON SAID PROPERTY AS REQUIRED BY SECTION 197.192, FLORIDA STATUTES, AS AMENDED; AND THERE ARE NO UN-SATISFIED MORTGAGES, LIENS, OR OTHER ENCUMBRANCES AGAINST THE LAND.

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS AND OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

BURKE BLUE HUTCHISON WALTERS & SMITH, PA

ROB BLUE JR
221 MCKENZIE AVENUE
PANAMA CITY, FL 32401

WITNESS

PRINTED 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

SURVEYOR'S NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE ON THE WESTERN BOUNDARY OF SAID EAST PASS TOWERS, PHASE I, A CONDOMINIUM, PER OFFICIAL RECORD BOOK 3295, PAGE 3105, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA BEING SOUTH 68°06'39" WEST. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
- SOURCE OF INFORMATION: FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATE MARCH 21, 2011 AT 11:22 A.M.; POLICY NO. 2710709-74021859.
- = SET 5/8" IRON ROD WITH CAP STAMPED "SSMC LB 2108", ■ = SET 4" X 4" CONCRETE MONUMENT STAMPED "SSMC LB 2108" & ⊙ = SET NAIL & DISK STAMPED "SSMC LB 2108".
- I HAVE REVIEWED THE FIDELITY NATIONAL TITLE INSURANCE COMPANY, DATE MARCH 21, 2011, POLICY NO. 2710709-74021859, AND ALL RECORDED ENCUMBRANCES, EXCEPT LIENS, IDENTIFIED IN SCHEDULE B – PART II OF THE TITLE INSURANCE COMMITMENT HAVE BEEN SHOWN OR NOTED ON THE SURVEY.
- VERTICAL INFORMATION SHOWN HEREON IS BASED ON GPS OBSERVATIONS TAKEN FROM FLORIDA DEPARTMENT OF TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GPS CONTINUOUSLY OPERATING REFERENCE STATIONS "DSTN" HAVING AN ELEVATION OF 31.07 FEET NAVD88.
- THE MEAN HIGH WATER ELEVATION SHOWN HEREON IS 0.73 FEET PER THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, APPROVED BY W. LAMAR EVERS, DATED 10/8/21.

COMMUNITY DEVELOPMENT DEPARTMENT APPROVAL:

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA ON 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 ON THIS _____ DAY OF _____, 2021.

MICHAEL G. BURGESS MA, 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:

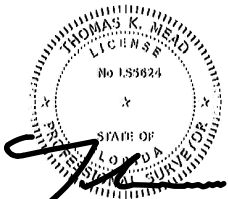
J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2021
IN PLAT BOOK _____, PAGE _____.

J.D. PEACOCK II
CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA,
COUNTY OF OKALOOSA

I, THOMAS K. MEAD, DO HEREBY CERTIFY THAT A SURVEY OF THE LANDS WITHIN THE BOUNDARY OF THIS PLAT HAS BEEN MADE BY ME OR UNDER MY RESPONSIBLE SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS SHOWN AT SUCH TIME WHEN IMPROVEMENTS ARE COMPLETE OR WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.



THOMAS K. MEAD
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5624

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
LICENSE BUSINESS NUMBER 2108
1130 HIGHWAY 90
CHIPLEY, FLORIDA 32428
PHONE: (850) 638-0790 FAX: (850) 638-8069

10-08-2021
DATE



SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90 CHIPLEY, FLORIDA 32428
(850)638-0790 FAX(850)638-8069
WWW.SOUTHEASTERNSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB-2108

POINTE BEACH & YACHT CLUB

SHEET 1 OF 2 SHEETS

POINTE BEACH & YACHT CLUB

A SUBDIVISION BEING OF A PORTION OF UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 24 WEST,
1 GULF SHORE DRIVE, CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
JULY 2021

SHEET 2 OF 2 SHEETS
PREPARED BY
SOUTHEASTERN SURVEYING & MAPPING CORPORATION
SURVEYING • LAND PLANNING • GIS • UTILITIES

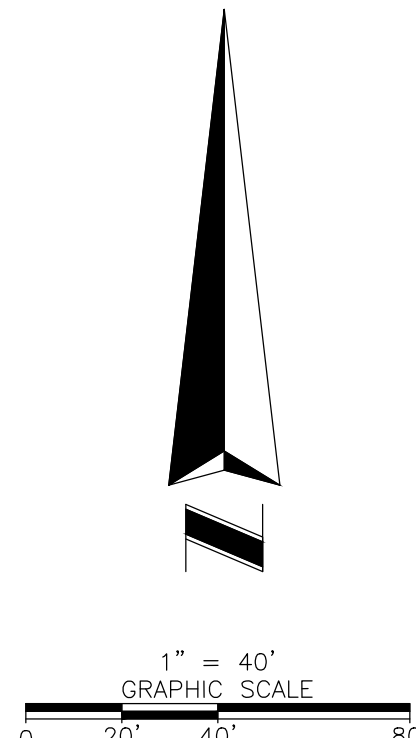
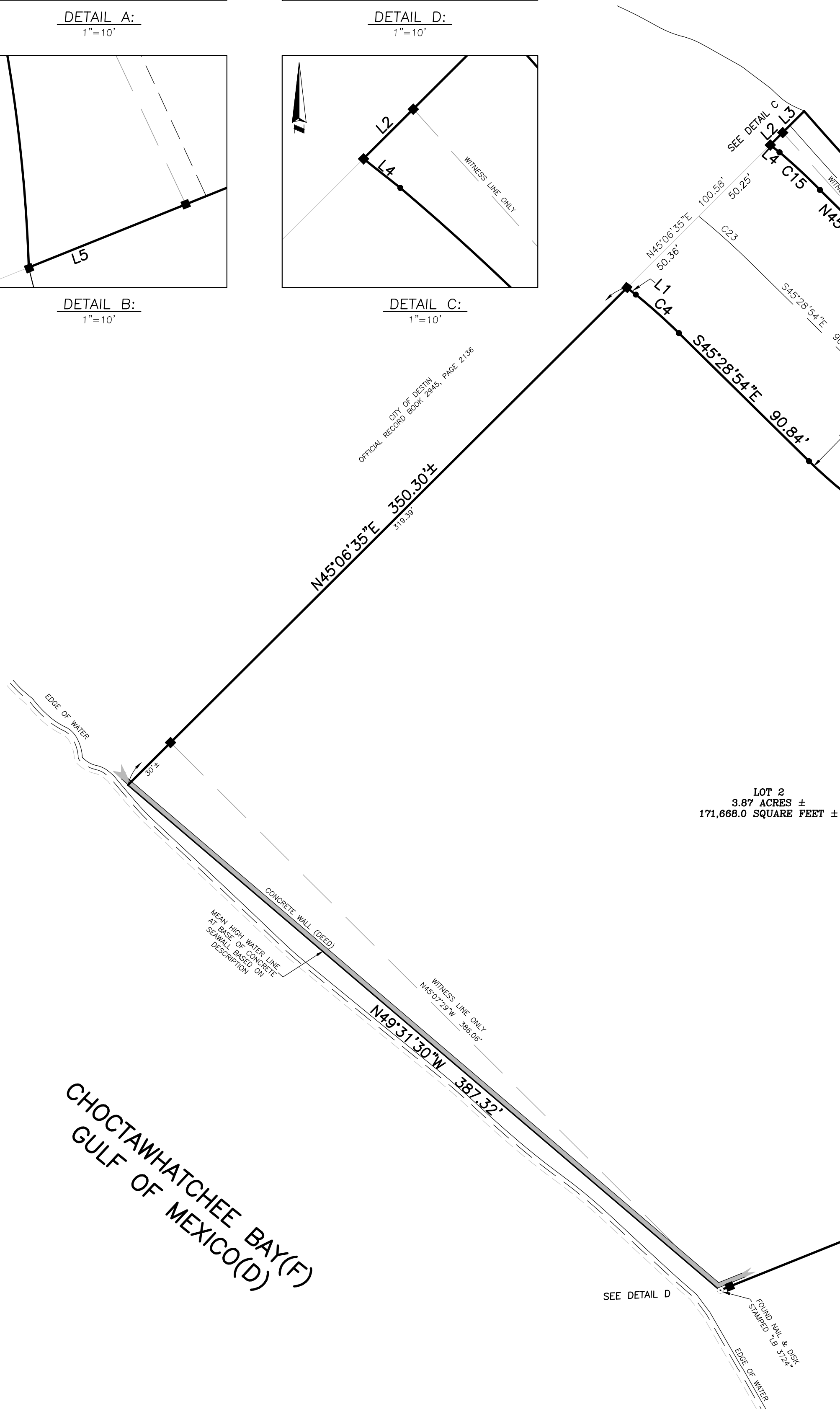
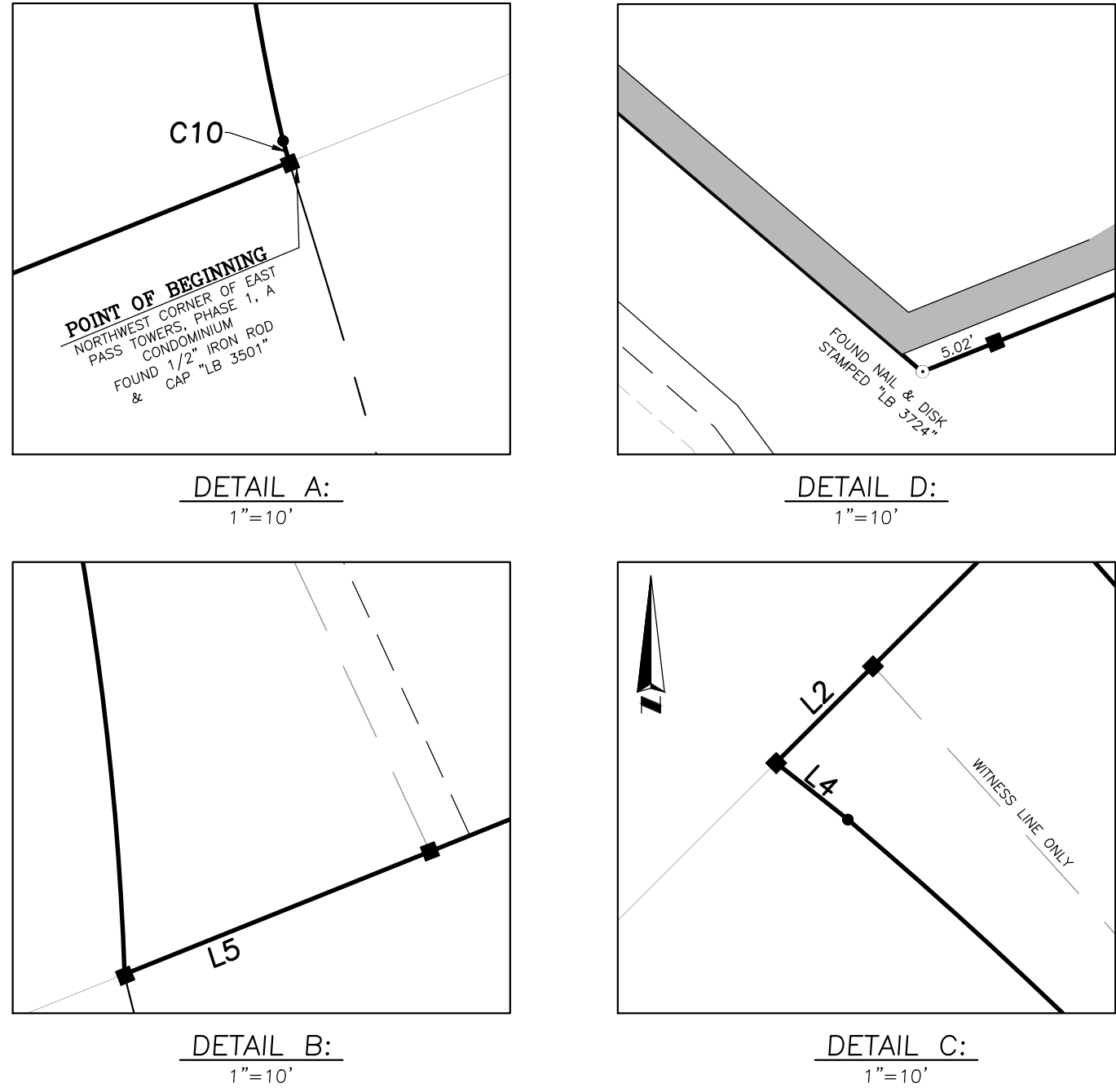
CERTIFICATE OF AUTHORIZATION NUMBER LB2108
1130 US HIGHWAY 90, CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790 FAX (850) 638-8069

PLAT BOOK _____, PAGE _____.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S51°39'21"E	5.60'
L2	N45°06'35"E	8.76'
L3	N45°06'35"E	15'±
L4	N51°39'21"W	5.85'
L5	S68°06'39"W	21.03'
L6	S68°06'39"W	13'±

CURVE TABLE (DEED CALLS)				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	613.27'	48°59'18"	524.35'	N60°02'13"W
C2	2,025.15'	11°00'05"	388.85'	N33°12'52"W
C3	503.88'	13°36'19"	119.65'	N20°24'51"W
C4	297.00'	05°32'14"	28.70'	N48°13'06"W
C5	225.00'	40°22'34"	158.56'	S65°38'53"E
C6	75.00'	48°37'18"	63.65'	N61°33'25"W
C7	425.00'	13°08'22"	97.46'	N30°39'20"W
C8	100.00'	25°20'31"	44.23'	N12°21'04"W
C9	125.00'	13°46'27"	30.05'	S06°30'37"E
C10	503.88'	00°09'38"	1.41'	S16°05'47"E
C11	200.00'	22°46'41"	79.51'	N13°22'16"W
C12	525.05'	13°03'40"	119.69'	N30°41'44"W
C13	174.94'	48°37'18"	148.45'	N61°32'52"W
C14	125.05'	40°22'34"	88.12'	S65°38'21"E
C15	297.00'	05°17'45"	27.45'	N47°05'22"W
C16	75.44'	56°18'39"	74.14'	S81°15'01"E
C17	57.88'	74°10'30"	74.93'	N78°42'32"W
C18	75.21'	09°07'55"	11.99'	S04°10'13"E
C19	150.00'	25°10'28"	65.91'	S12°16'03"E
C20	475.03'	13°05'38"	108.56'	S30°40'44"E
C21	124.97'	48°37'18"	106.05'	S61°33'02"E
C22	175.03'	40°22'34"	123.34'	S65°38'41"E
C23	347.00'	05°34'34"	33.77'	S48°14'16"E

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LEGEND AND ABBREVIATIONS:

- = SET 5/8" IRON ROD WITH CAP STAMPED "SSMC LB2108" UNLESS OTHERWISE NOTED
- = SET 4" X 4" CONCRETE MONUMENT "SSMC PRM LB2108" UNLESS OTHERWISE NOTED
- ⊙ = SET NAIL & DISK "PCP SS MC LB2108"
- (D) = DEED DIMENSION
- SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
- = LINE DRAWN NOT TO SCALE
- C# = CURVE INDEX LABEL



SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 Highway 90
CHIPLEY, Florida 32428
(850) 638-0790 fax (850) 638-8069
email: info@southesternsurveying.com

Rev.	Sheet	Drawing No.	Date
	2 of 2	66556001	JUNE 2021



FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis
Governor**

**Jeanette Nuñez
Lt. Governor**

**Noah Valenstein
Secretary**

Permittee/Authorized Entity:

**City of Destin
Attn: Lance Johnson
4200 Indian Bayou Trail
Destin, FL 32541
ljohnson@cityofdestin.com**

Norriego Point Park Expansion

Authorized Agent:

**Echo Gates
2507 Callaway Rd
Tallahassee, FL 32303
egates@halff.com**

Environmental Resource Permit

State-owned Submerged Lands Authorization – Not Applicable

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

**Okaloosa County
Permit No.: 0175572-010-EI/46**

**Permit Issuance Date: November 2, 2020
Permit Construction Phase Expiration Date: November 2, 2025**

Environmental Resource Permit

Permittee: City of Destin
Permit No: 0175572-010-EI/46

PROJECT LOCATION

The activities authorized by this permit are located at Norriego Point Park at the terminus of Gulf Harbor Drive in Destin on an approximately 11.29-acre site and is part of a larger planned development in Okaloosa County. Located in Destin, Florida 32541 in Section 00, Township 02 South, Range 24 West, at Latitude 30.3925 N Longitude 86.5118 W and tax parcel ID 00-2S-24-0000-0023-0000.

PROJECT DESCRIPTION

The application and plans for this project have been reviewed and the project qualifies for an ERP pursuant to Chapter 62-330, Florida Administrative Code. The project involves construction of a new parking lot expansion, infrastructure improvements, and a stormwater management system. Wetland impacts are not anticipated

AUTHORIZATIONS

Norriego Point Park Expansion

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

Federal Authorization

This permit does not include federal authorization or imply the presence or limits of Waters of the United States (WOTUS) on the subject property. Activities that may impact WOTUS shall require a separate permit from the U.S. Army Corps of Engineers (Corps). It is recommended that you contact your local Corps office to determine whether your project site contains WOTUS and/or if a Department of the Army permit is needed. A map of local Corps offices and the federal application form (ENG 4345) are available online at the Jacksonville District Regulatory Division website.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

1. The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be provided at the Department's request. Submittal of the inspection documentation to the Department is not required.
2. Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the Department on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure of deviation. This report shall be signed and sealed by a registered professional.
3. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is 800-320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
4. The mailing address for submittal of forms for the "Construction Commencement Notice", "As Built Certification ...", "Request for Conversion of Stormwater Management Permit

Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 W. Government Street, Pensacola, Florida, 32502.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

5. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings.

6. Best management practices for erosion control shall be implemented prior to construction activities and maintained at all times during construction to prevent siltation and turbid discharges into adjacent wetlands. Methods shall include but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Erosion control methods shall be implemented as described and shown in the attached permit drawings. The permittee shall be responsible for ensuring that erosion control devices/procedures are inspected and maintained daily during all stages of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

7. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit, unless an application for extension is received and approved pursuant to Rule 62-330.320, F.A.C. If construction of the stormwater management system authorized by this environmental resource permit has not been completed and continued use of the system formally transferred to the operating phase before the expiration date of the permit, or an authorized extension, then at least 60 days before such expiration date, the permittee shall apply for another individual stormwater permit, using the forms and accompanied by the fee required by rules in effect at that time.

8. Erosion controls shall remain in place until the filled area has sufficient vegetative coverage to ensure stability and prevent erosion into the surrounding wetlands or surface waters. Grass seed and mulch or sod shall be installed and maintained on all exposed slopes and disturbed soil areas within 48 hours of completing final grade, and at any other time as necessary, to prevent erosion, sedimentation, or turbid discharges into adjacent wetlands. A vegetative cover that stabilizes and prevents erosion of the fill material shall be established within 60 days of sodding or seeding. Upon establishment of a substantial vegetative cover, all erosion control devices shall be removed.

9. All material used as fill shall be clean sand/fill dirt/shell material and shall not be contaminated with vegetation, garbage, trash, tires, hazardous waste, and deleterious materials.

10. The permittee shall be responsible for ensuring that erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

11. If any construction de-watering is required, which results in an offsite discharge of groundwater, the permittee and/or the contractor shall ensure that the requirements of pertinent portions of Chapter 62-621, F.A.C. are met. Please contact Bill Evans, P.E., at 850-595-0584, for more information.

12. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

13. Any damage to wetlands or other surface waters as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

14. The constructed swales shall have a top width to depth ratio of the cross-section equal to or greater than 6:1 or side slopes equal to 3:1 (horizontal to vertical) or flatter.

15. The following construction procedures shall be implemented to avoid degradation of the swale system infiltration capacity:

- a. During initial construction, swales shall be constructed to rough grade by under-excavating the swale bottom and sides.
- b. After the drainage area contributing to the swale system has been fully stabilized, the interior side slopes and swale bottoms shall be excavated to final design specifications. The excess soil and undesirable material must be carefully excavated and removed from the swales so that all accumulated silts, clays, organics, and other fine sediment material has been removed. The excavated material shall be disposed of in a manner that prevents re-introduction of the material into the stormwater treatment system.
- c. Once the swale system has been excavated to final grade, the entire swale bottom shall be deep-raked and loosened for optimal infiltration.
- d. The swale system shall be stabilized with vegetative cover suitable for soil stabilization, stormwater treatment, and nutrient uptake.

16. The swale system shall be fertilized only as needed to maintain vegetation, and shall be mowed regularly in order to be kept at a manageable length as required for system functionality, maintenance, and safety

17. The swale system bottom shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed immediately

18. The stormwater treatment system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed immediately upon discovery

19. The stormwater management system shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. The registered professional may record his inspection on Form No 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however any report must be signed and sealed by the registered professional. Submittal of the inspection report to the Department is not required; but the report shall be made available to the Department upon

request. Inspections shall be made by the registered professional in accordance with this schedule:

- a. On the first anniversary of the date of conversion to Operation and Maintenance Phase.
- b. Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.

20. The Stormwater Operation and Maintenance Plan, as approved and enclosed with this permit, shall be implemented.

21. All structures authorized by this permit shall remain in operable condition and shall not be allowed to deteriorate or otherwise contribute to a water quality violation for the life of the facility. All stormwater structures identified by this permit shall be maintained in proper working order for the life of the facility.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately, and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant to Rule 62-110.106(10)(a), F.A.C.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Blake Chapman at the letterhead address, at (850)595-0611, or at Blake.A.Chapman@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen
Permitting Program Administrator

KRA:bc

Attachments:

Exhibit 1, Project Drawings and Design Specs., 14 pages

Exhibit 2, Operation and Maintenance Plan, 2 pages

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kimberly R. Allen, DEP, Kim.Allen@FloridaDEP.gov
Wade Dandridge, DEP, Wade.Dandridge@FloridaDEP.gov
Blake Chapman, DEP, Blake.A.Chapman@FloridaDEP.gov
Lance Johnson, City of Destin, ljohnson@cityofdestin.com
Echo Gates, Halfff Associates, Inc., egates@halfff.com
Pearce Barret, DEP, pearce.barrett@dep.state.fl.us
Matthew Trammel, MTRAMMELL@TAYLORENGINEERING.COM
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

November 2, 2020

Date



NORRIEGO POINT RECREATION ENHANCEMENT PROJECT

FOR
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

TAX ID 00-25-24-0000-0023-0000
ZONED CONSERVATION

INDEX OF SHEETS

CIVIL	NOT USED
C-1-C-4	EXISTING CONDITIONS
C-5	DEMOLITION PLAN
C-6A	GENERAL NOTES AND DETAILS
C-7	WTE PLAN
C-8A	ROADWAY ALIGNMENT
C-8B	GRADING AND DRAINAGE PLAN
C-8B-C-8C	ROADWAY PROFILES
C-8D	DRAINAGE SWALE CROSS SECTIONS
C-10A	STORMWATER POLLUTION PREVENTION PLAN
C-11	BRIDGE NOTES AND DETAILS
C-16A	LANDSCAPE PLAN
C-17	LANDSCAPE DETAILS

INCLUDED IN PLANS BY REFERENCE:
FLORIDA DEPARTMENT OF TRANSPORTATION,
STANDARD PLANS (DATED 2019)



LOCATION MAP
N.T.S.

CITY OF DESTIN
OKALOOSA COUNTY, FLORIDA



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
Echo Kidd Gates
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.

PREPARED FOR:

FDEP DEEPWATER HORIZON PROGRAM
DIVISION OF WATER RESTORATION ASSISTANCE
3900 COMMONWEALTH BOULEVARD MS 240
TALLAHASSEE, FLORIDA, 32399
(850) 245-2106

PREPARED BY:

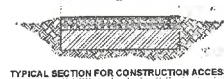
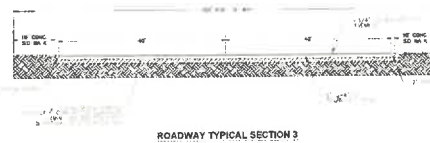
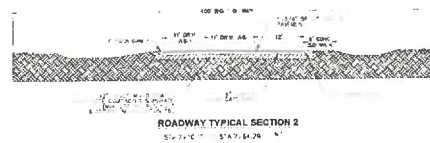
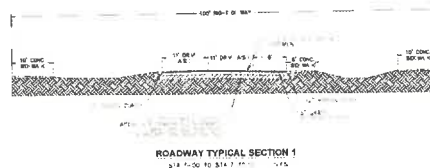
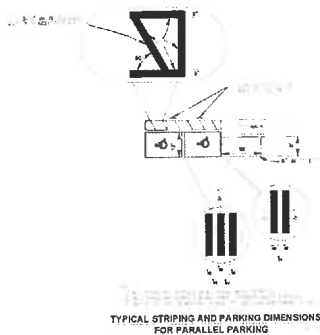
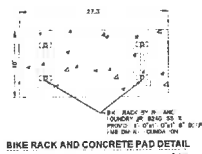


HALFF ASSOCIATES, INC.
2507 CALLAWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
(850) 224-4400 WWW.HALFF.COM
FL CA 33380 FL LC 26000645

ENGINEER OF RECORD:

Echo Kidd Gates P.E.
License Number: 58615

DATE: 04/17/2020



TAYLOR ENGINEERING INC.
4300 BENDER DRIVE
SUITE 200
DEERFIELD BEACH, FL 33441
(888) 488-2800
1818 SOUTH SHORE BOULEVARD
SUITE 100
JACKSONVILLE, FL 32256
(904) 731-7340

90% DRAFT

Project Title: NORRIEGO POINT RECREATION ENHANCEMENT PROJECT

Client: CLIFF BAZIRE DRIVE
DEERFIELD BEACH, FL 33441

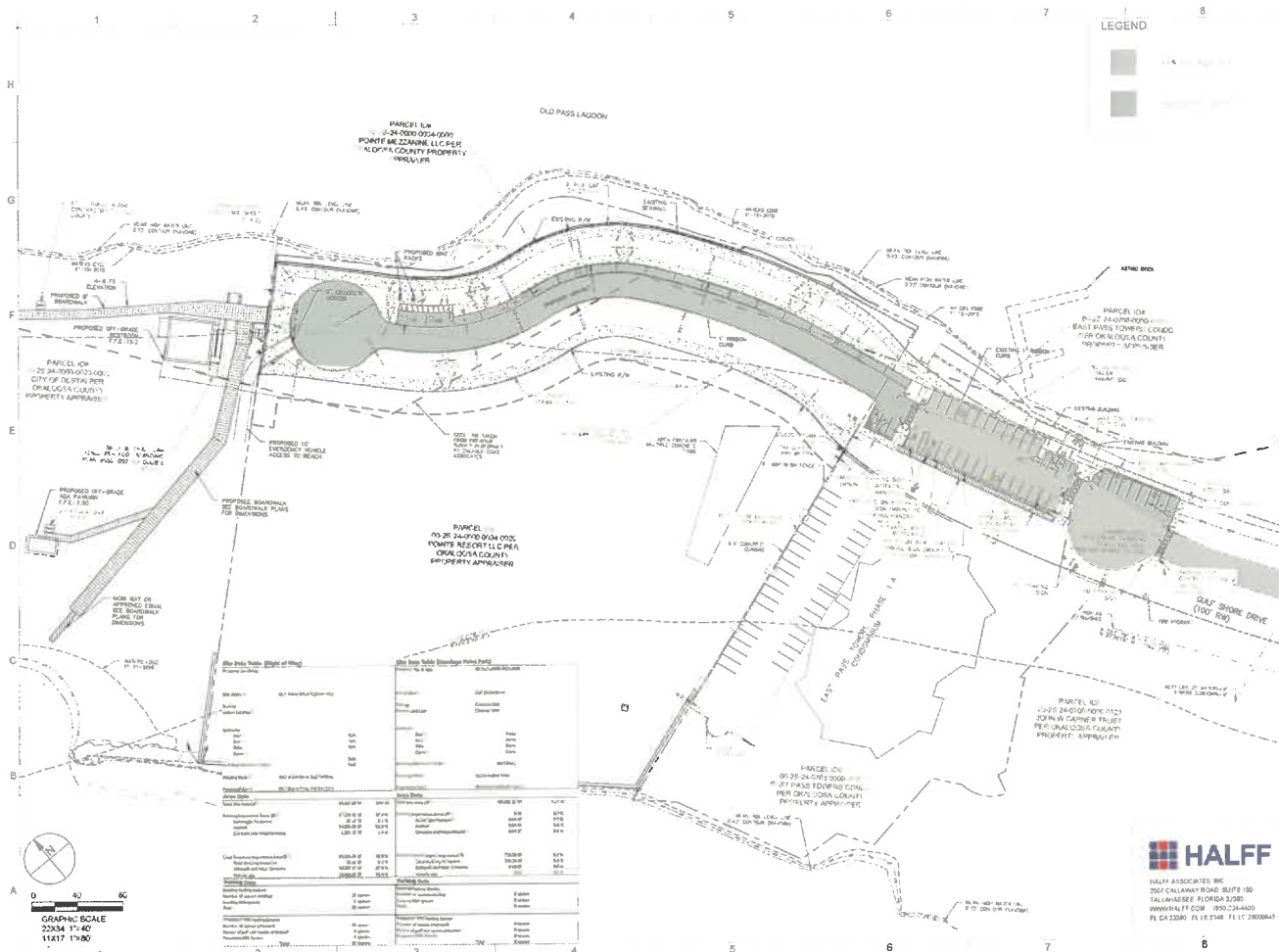
SUNSHINE STATE ONE CALL OF FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG
1-800-438-4397

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

PROJECT NO.	C-2015-008
DATE	03-20-2021
DESIGNER	E.K.G.
DRAWN	A.S.C.
CHECKED	E.K.G.
REVIEWED	REVISY
SCALE	AS SHOWN
DRAWING TITLE	CONSTRUCTION DETAILS

HALFF
HALFF ASSOCIATES INC.
2007 CALLAWAY ROAD SUITE 100
TALLAHASSEE, FLORIDA 32303
WWW.HALFF.COM (850) 324-4400
FL GA 33980 FL LR 33348 FL LT 28000049

C-7
SHEET 8 OF 34





TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE 200
DEERFIELD BEACH, FLORIDA 33441
(888) 440-7940
10100 SOUTHWEST BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904) 733-7940

90% DRAFT

License Number 33816
PROJECT TITLE
NORRIEGO POINT RECREATION ENHANCEMENT PROJECT

GULF SHORE DRIVE
DESBRI, FL 32541

SUNSHINE STATE ONE CALL OF FLORIDA
SUNSHINE 811 - ALWAYS CALL 811 BEFORE YOU DIG
1-800-838-4957

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HALFF

HALFF ASSOCIATES INC.
3501 COLLEMAN ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
WWW.HALFF.COM - 800-234-4400
FL CA 33280 FL 193748 FL IC 3800841

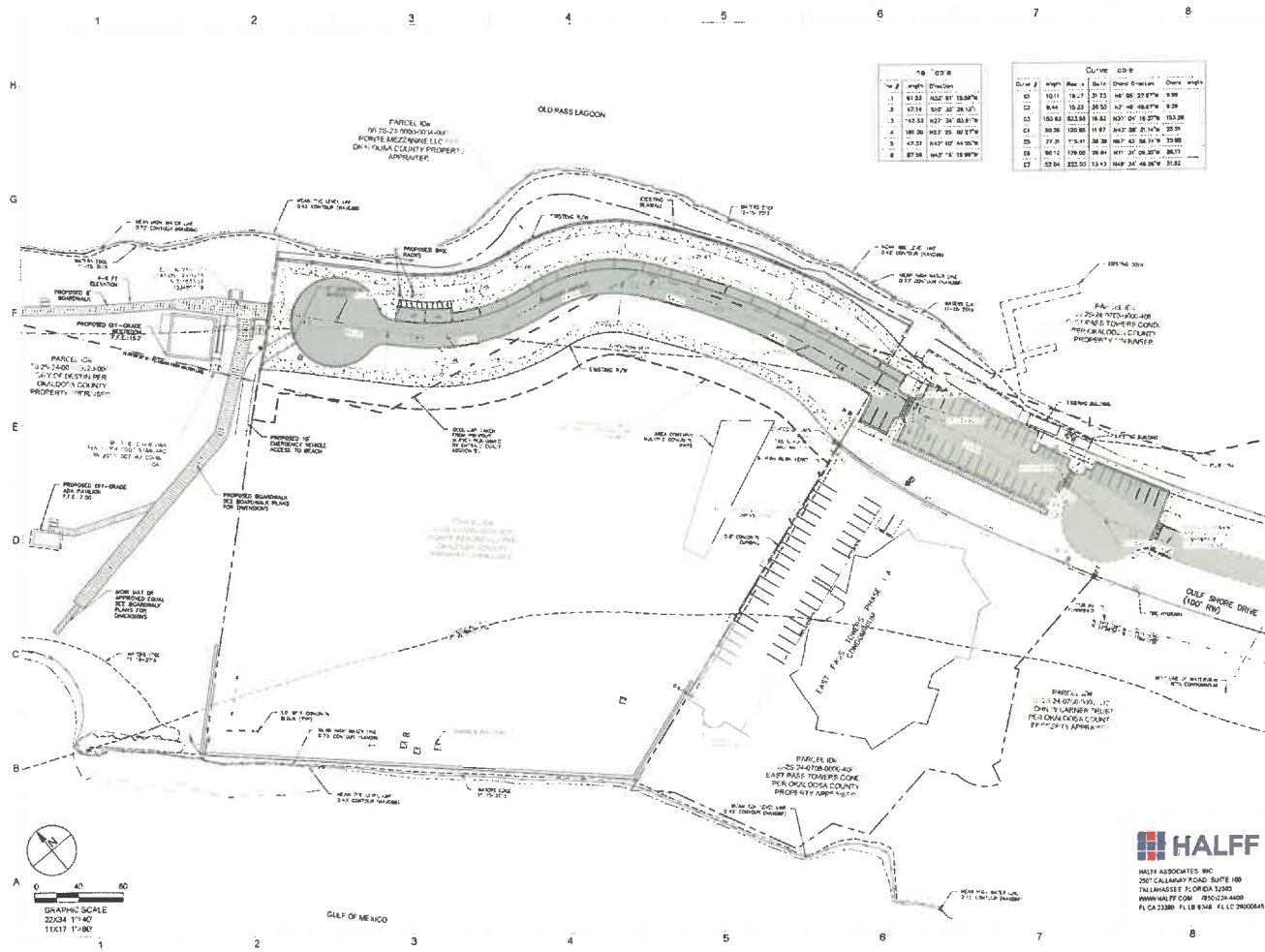
SITE PLAN

C - 8A

SHEET 11 OF 11

1st CURB		CURVE	
Sta	Angle	Radius	Chord
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3	67.61	102.81	13.987
4	61.83	102.81	13.987
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2nd CURB		CURVE	
Sta	Angle	Radius	Chord
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2	67.61	102.81	13.987
3	101.11	102.81	13.987
4	101.11	102.81	13.987
5	101.11	102.81	13.987
6	101.11	102.81	13.987



TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE 100
 DEERFIELD BEACH, FLORIDA 33441
 (407) 447-7400
 JACOBSON, FLORIDA 32209
 (904) 714-7040

90% DRAFT

LARRY GARY, P.E.
 PROJECT TITLE
 NORRIS POINT
 RECREATION
 ENHANCEMENT PROJECT

GULF SHORE DRIVE
 DEERFIELD BEACH, FL 33441

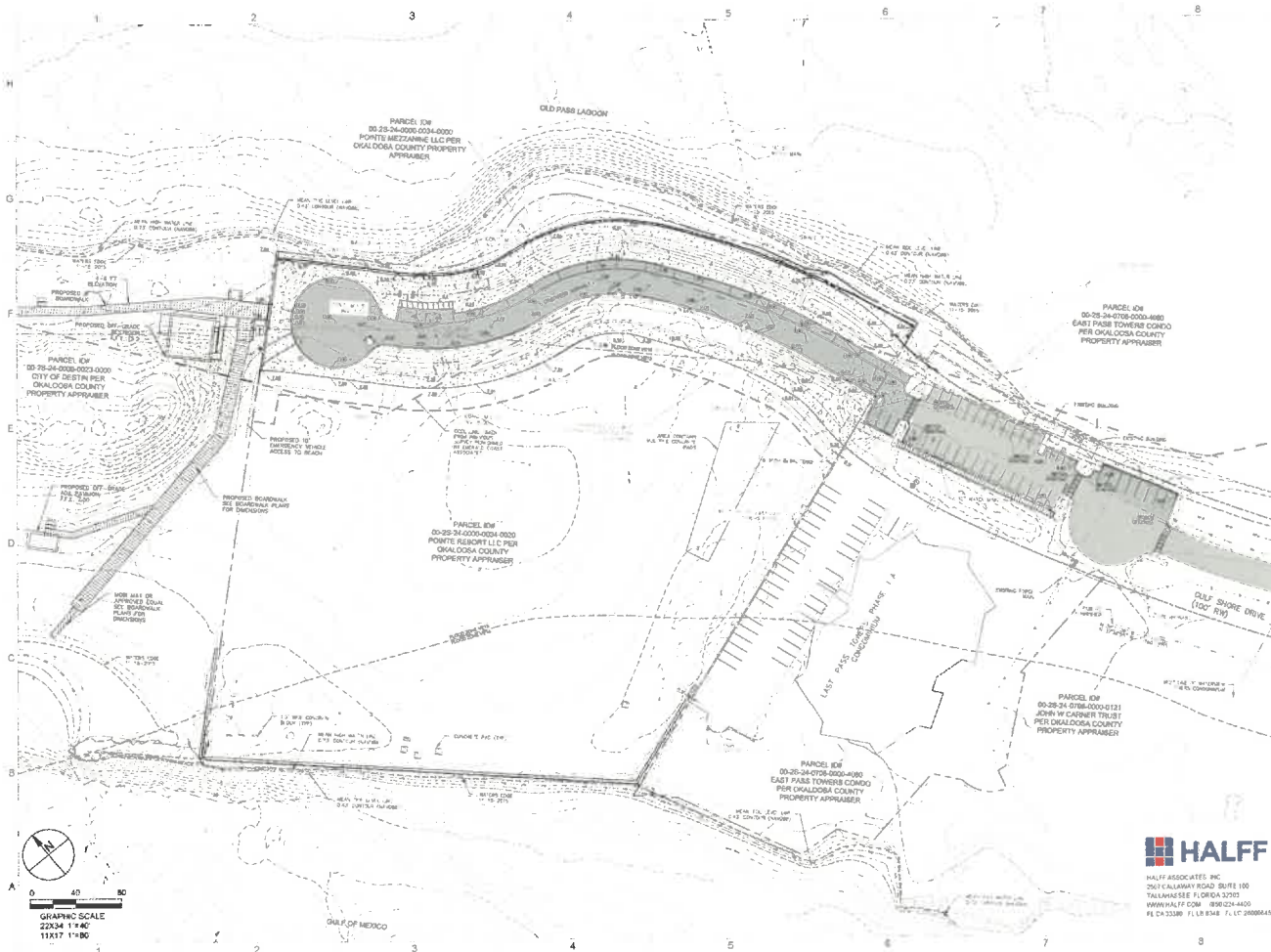
SUNSHINE STATE ONE CALL OF
 FLORIDA
 SUNSHINE 811 - ALWAYS CALL 811
 BEFORE YOU DIG
 (800-656-4081)

PRELIMINARY DRAWINGS. THESE DRAWINGS
 ARE NOT IN FINAL FORM, BUT ARE BEING
 TRANSMITTED FOR AGENCY REVIEW.

PROJECT NO. C-3013-08
 DATE 03.28.2020
 DESIGNED E.R.G.
 DRAWING A.D.C.
 CHECKED E.R.G.
 REVIEWED M.B.V.
 SCALE 1"=40'
 DRAWING TITLE
 ROADWAY
 ALIGNMENT

C - 8B
 SHEET 11 OF 14

HALFF ASSOCIATES INC.
 2007 CALAMITY ROAD, SUITE 100
 TALLAHASSEE, FLORIDA 32305
 WWW.HALFF.COM (904) 224-4400
 FL CA 23880 FL LB 6348 FL LC 28000641



TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C308
 DESTIN, FL 32541
 (904) 460-7540
 10190 BOUTHOUSE BOULEVARD
 SUITE 210
 JACKSONVILLE, FL 32216
 (904) 731-2040

90% DRAFT

License Number 38815
 PROJECT TITLE

**NORRIEGO POINT
 RECREATION
 ENHANCEMENT PROJECT**
 GULF SHORE DRIVE
 DESTIN, FL 32541

SUNSHINE STATE ONE CALL OF
 FLORIDA
 SUNSHINE 811 - ALWAYS CALL 811
 BEFORE YOU DIG
 1-800-834-4000

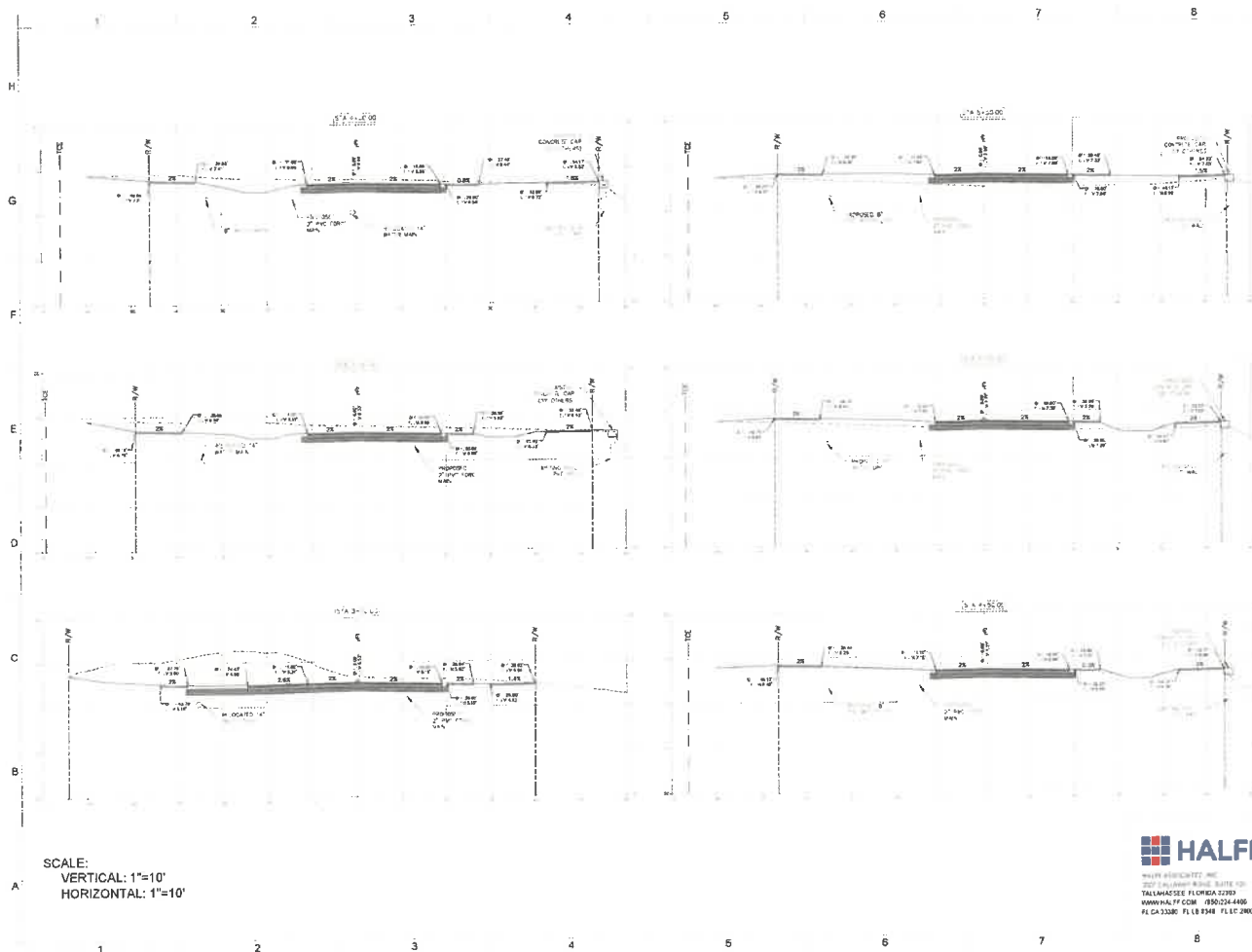
PRELIMINARY DRAWINGS: THESE DRAWINGS
 ARE NOT IN FINAL FORM, BUT ARE BEING
 TRANSMITTED FOR AGENCY REVIEW

PROJECT NO. C-2015-006
 DATE: 05-26-2020
 DESIGNED: E.K.G.
 DRAWING: A.D.G.
 CHECKED: E.K.G.
 REVIEWED: REJBY
 SCALE: 1"=40'
 DRAWING TITLE

**GRADING AND
 DRAINAGE PLAN**

C-9A
 SHEET 14 OF 24

HALFF
 HALFF ASSOCIATES, INC.
 2901 CALAMITY ROAD, SUITE 100
 TALLAHASSEE, FLORIDA 32310
 WWW.HALFF.COM (904) 224-4400
 PE 0433389 FL LR 8348 FL LP 2888661



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE 100
DESTIN, FLORIDA 32541
850-480-7040
18180 SOUTHWEST BOULEVARD
SUITE 110
JACKSONVILLE, FLORIDA 32218
(904) 731-7340

90% DRAFT

PROJECT TITLE

**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**

GULF SHORE DRIVE
DESTIN, FL 32541

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG
1-800-438-4037

PRELIMINARY DRAWINGS. THESE DRAWINGS
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TRANSMITTED FOR AGENCY REVIEW.

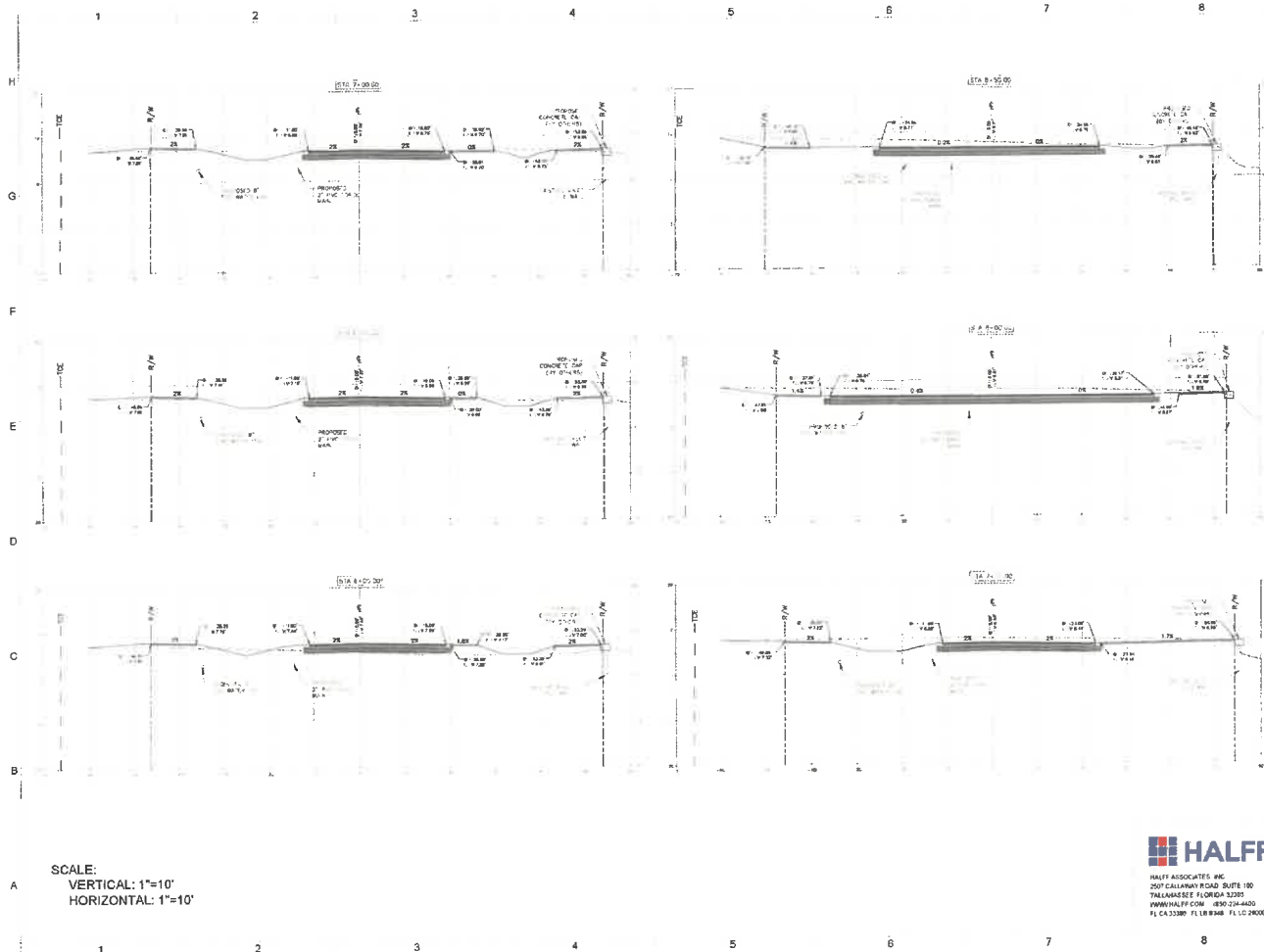
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DATE 09-01-2013
DESIGNED BY J.E.C.
CHECKED BY J.E.C.
APPROVED BY J.E.C.
SCALE AS SHOWN
DRAWING TITLE

HALFF
HALFF ASSOCIATES, INC.
2027 LAKESHORE BLVD. SUITE 101
TALLAHASSEE, FLORIDA 32303
WWW.HALFF.COM (904) 224-4400
FL CA 33080 FL LB 1348 FL LD 28000641

ROADWAY PROFILES

C - 9B

SHEET 15 OF 34



SCALE:
VERTICAL: 1"=10'
HORIZONTAL: 1"=10'



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE 200
DESTIN, FLORIDA 32541
850-460-7600
10100 SOUTHERN BOULEVARD
SUITE 200
JACKSONVILLE, FLORIDA 32218
904-731-1000

SEAL

90% DRAFT

Edo Kato Geos. P.E. License Number 58819
PROJECT TITLE

**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**

GULF SHORE DRIVE
DESTIN, FL 32541

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG
1-800-658-4087

PRELIMINARY DRAWINGS: THESE DRAWINGS
ARE NOT A FINAL FORM BUT ARE BEING
TRANSMITTED FOR AGENCY REVIEW

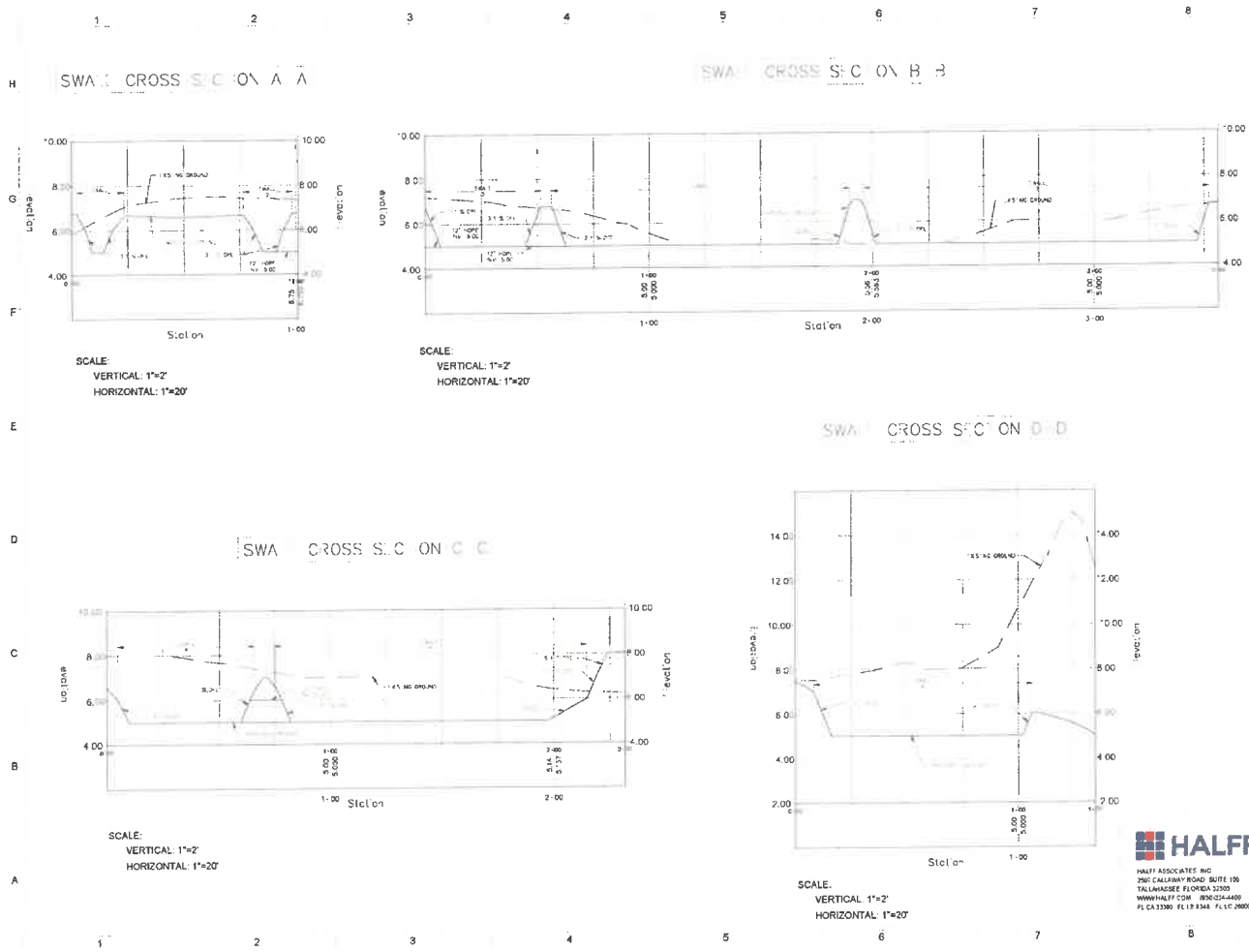
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C-915-088	05-08-2020	E.K.G.	A.R.C.	E.K.G.	AS NOTED	ROADWAY PROFILES



HALFF ASSOCIATES, INC.
200 CALHOUN ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
WWW.HALFF.COM 850-224-4400
FL CA33380 FL LR9348 FL LC 28000645

C - 9C

SHEET 16 OF 34



TAYLOR ENGINEERING INC.
4300 LEONARD DRIVE
SUITE 104
DESTR. FLORIDA 32541
850-460-7000
18186 SOUTHWEST BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
904-721-7000

90% DRAFT

1. Extra Note Codes: P.E. License Number: 52613
PROJECT TITLE

**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**
ONLY SHORE DRIVE
DUSTIN, FL 32541

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811, ALWAYS CALL 811
BEFORE YOU DIG
1-800-833-4357

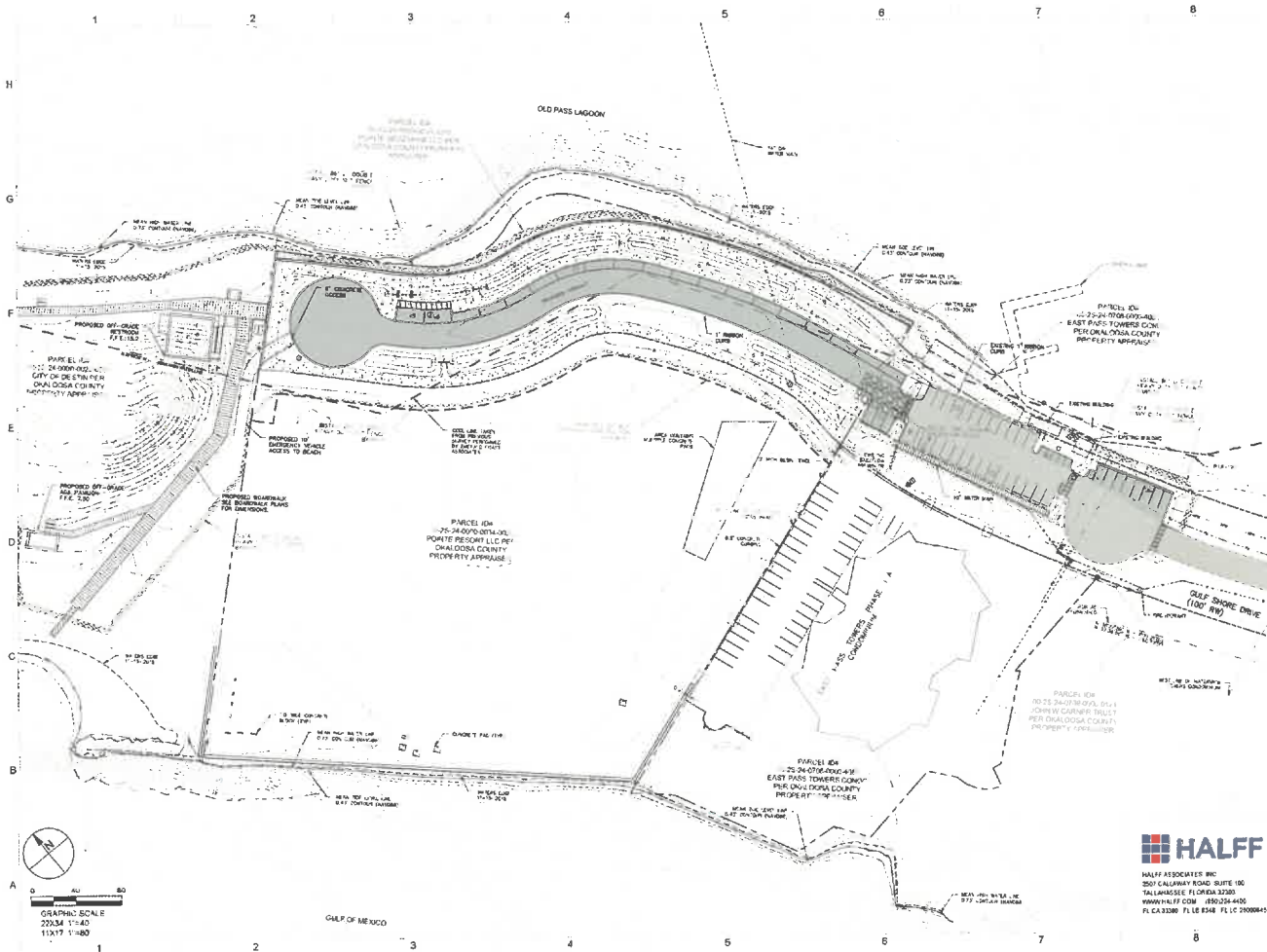
PRELIMINARY DRAWINGS: THESE DRAWINGS
ARE NOT IN FINAL FORM BUT ARE BEING
TRANSMITTED FOR AGENCY REVIEW

PROJECT NO: C-913-084
DATE: 03-08-2020
DESIGNED: E.K.G.
DRAWN: A.E.C.
CHECKED: E.K.G.
REVIEWED: REVBY
SCALE: AS NOTED
DRAWING TITLE

HALFF
HALFF ASSOCIATES INC.
2902 CALLEWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32309
WWW.HALFF.COM 850-224-4400
FL CA 3390 FL 13 8348 FL LC 26000045

**DRAINAGE SWALE
CROSS SECTIONS**

C-9D
SHEET 14 OF 54





TAYLOR ENGINEERING INC.
4300 LEEBERRY DRIVE
SUITE 100
DESMOIS, IOWA 52834
563-281-1000
10100 SOUTHWEST BOULEVARD
SUITE 210
JACKSONVILLE, FLORIDA 32256
(904) 721-2540

90% DRAFT

Edo Kato, Owner, P.E. License Number 18815
PROJECT TITLE

**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**

GULF SHORE DRIVE
DESMOIS, FL 32541

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG
1-800-434-4357

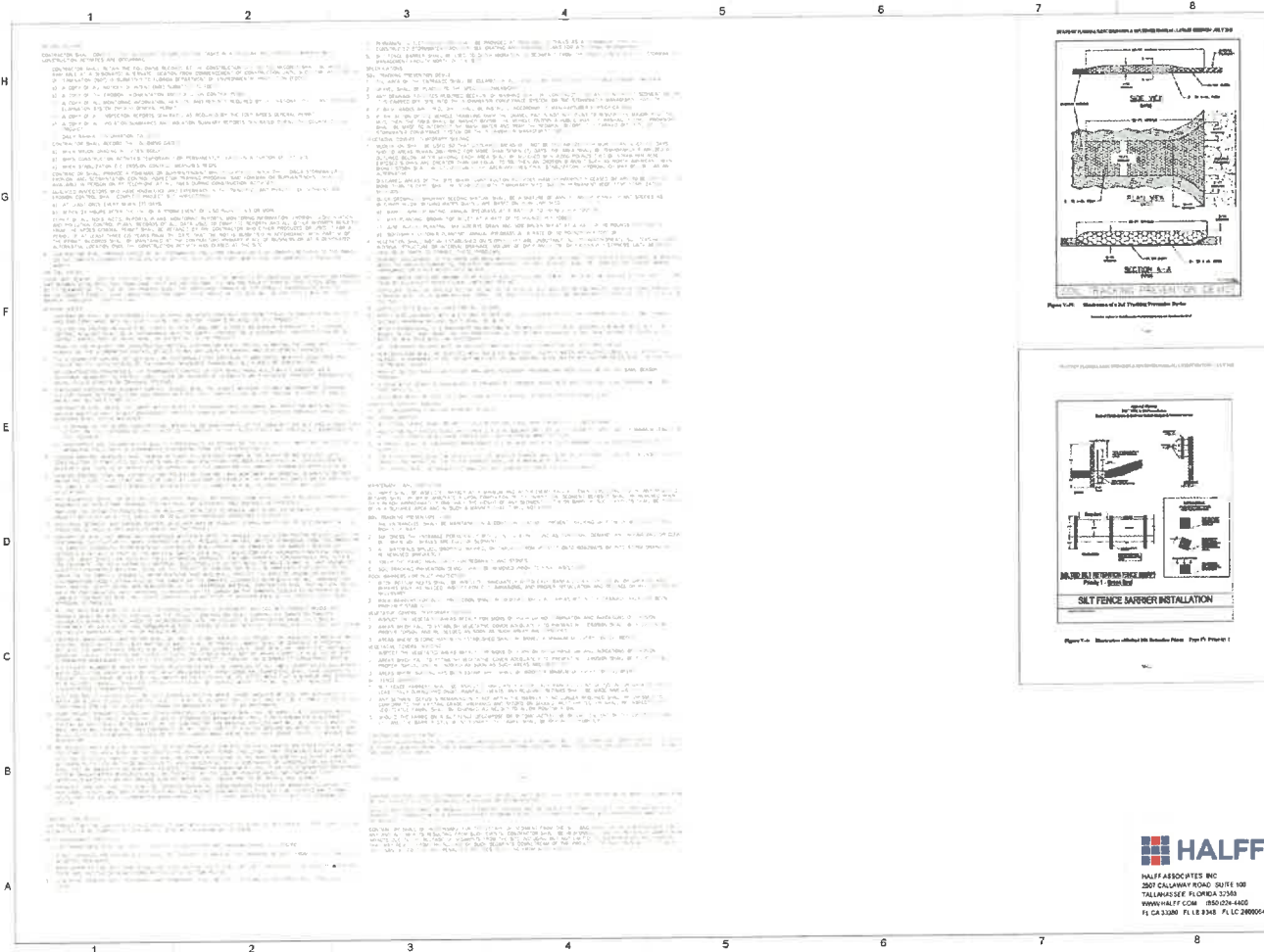
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ARE NOT IN FINAL FORM, BUT ARE BEING
TRANSMITTED FOR AGENCY REVIEW

PROJECT NO. C-2015-004
DATE 03-05-2020
DESIGNED E.K.G.
DRAWN J.P.C.
CHECKED E.K.G.
REVIEWED REV:0
SCALE 1"=40'
DRAWING TITLE

HALFF
HALFF ASSOCIATES, INC.
2007 CALHOUN ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
WWW.HALFF.COM (850) 224-4100
FL CA 33280 FL LR 8348 FL LC 2900841

**STORMWATER POLLUTION
PREVENTION PLAN**

C - 10A
SHEET 01 OF 34





TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C-100
DESTA, FLORIDA 32541
(850) 480-1000
10100 SOUTHWEST BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904) 721-7500

90% DRAFT

EST: Todd Galt, P.E. License Number 58815

PROJECT TITLE

NORRIEGO POINT RECREATION ENHANCEMENT PROJECT

CULF SHORE DRIVE
DESTIN FL 32541

SUNSHINE STATE ONE CALL OF FLORIDA
SUNSHINE 811 ALWAYS CALL 811
BEFORE YOU DIG
1-800-633-4207

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW

PROJECT NO. C2019-004
DATE: 03-05-2019
DESIGNED: E.H.G.
DRAWING: J.D.C.
CHECKED: E.H.G.
REVIEWED: J.B.V.
SCALE: AS SHOWN

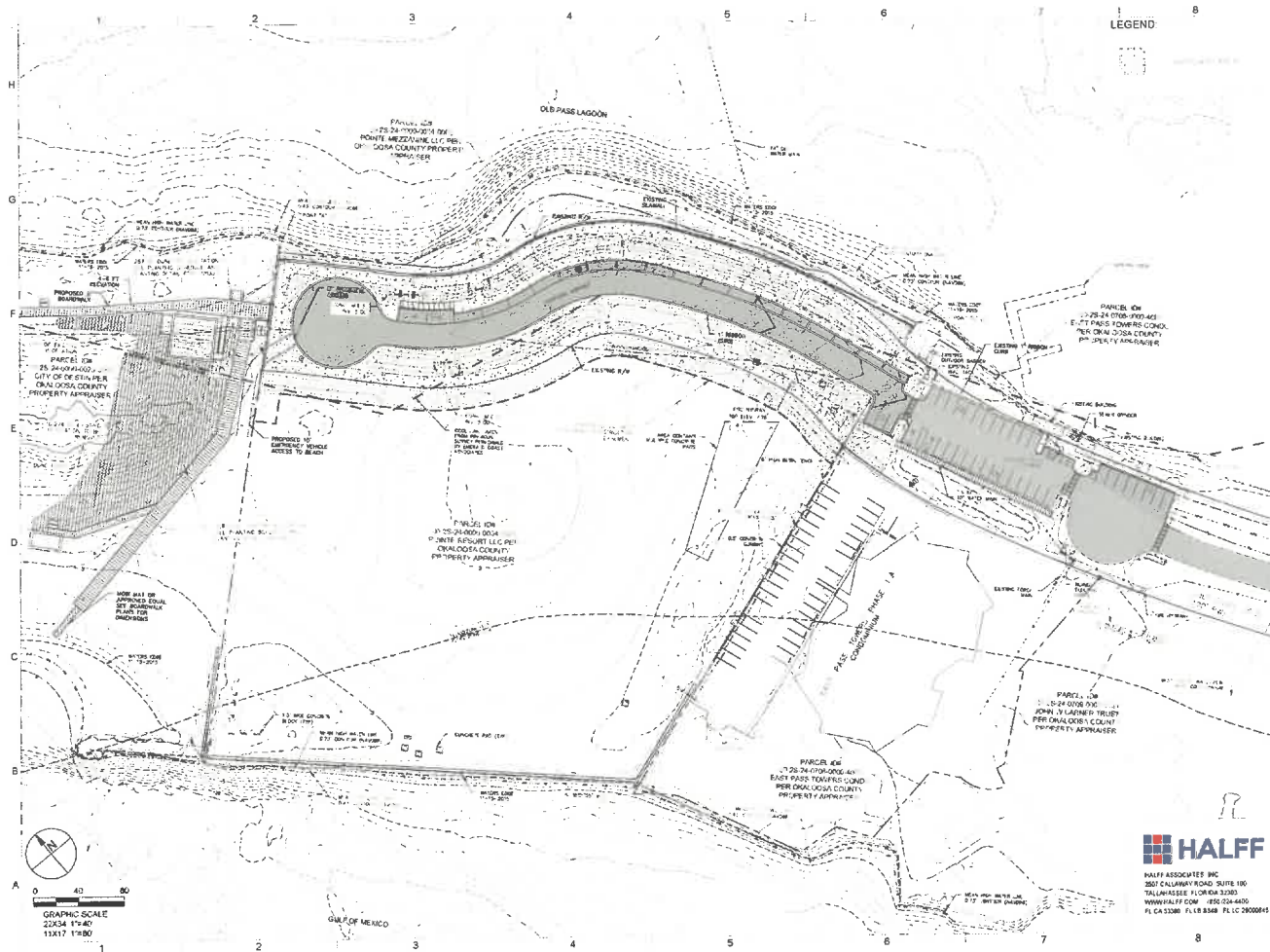
STORMWATER POLLUTION PREVENTION PLAN NOTES AND DETAILS

C - 11

SHEET 18 OF 34



HALF ASSOCIATES INC.
2807 CALHOUN ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32303
WWW.HALF-FL.COM (850) 224-4400
FL CA 33080 FL LR 8348 FL LC 20000541



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C106
DESTIN, FLORIDA 32541
(904) 480-7040
10116 SOUTHSIDE BOULEVARD
SUITE 310
JACKSONVILLE, FLORIDA 32206

90% DRAFT

Erma Kadd Gales P.E. License Number 5881

NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT

GULF SHORE DRIVE
DESTIN FL 32541

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG

PRELIMINARY DRAWINGS THESE DRAWINGS
ARE NOT IN FINAL FORM BUT ARE BEING

PROJECT NO	C2015-054
DATE	03-05-2016
DESIGNED	EKG
DRAWN	ADC
CHECKED	EKG
REVIEWED	REBY
SCALE	1"=40'
DRAWING TITLE	

LANDSCAPE PLAN

C-16A

SHEET 2nd OF 34

TAYLOR ENGINEERING INC.
4301 LINDSEY DRIVE
SUITE 100
DETROIT, FLORIDA 32641
405-480-7400
10190 SOUTHSHORE BOULEVARD
SUITE 200
JACKSONVILLE, FLORIDA 32256
405-721-7400

90% DRAFT

Edgar K. Gable, P.E. License Number 58815
PROJECT TITLE

**NORRIEGO POINT
RECREATION
ENHANCEMENT PROJECT**

OLAF SHORE DRIVE
DETROIT, FL 32641

SUNSHINE STATE ONE CALL OF
FLORIDA
SUNSHINE 811 - ALWAYS CALL 811
BEFORE YOU DIG
1-800-536-1997

PRELIMINARY DRAWINGS. THESE DRAWINGS
ARE NOT IN FINAL FORM BUT ARE BEING
TRANSMITTED FOR AGENT REVIEW



PROJECT NO.	C2015-048
DATE	04-29-2015
DESIGNED	E.K.G.
DRAWN	A.D.C.
CHECKED	E.K.G.
REVIEWED	REVIEW
SCALE	AS NOTED
DRAWING TITLE	

HALFF
HALFF ASSOCIATES INC.
3507 CULLINAWAY ROAD, SUITE 100
TALLAHASSEE, FLORIDA 32305
WWW.HALFF.COM 904-224-4400
FL CA 33880 FL LR 5348 FL LC 24850645

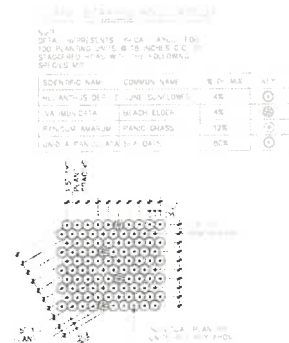
LANDSCAPE DETAILS

C - 17

SHEET 17 OF 34

PLANT	REQUIREMENT	PLANT SPECIFICATION
1. PALM TREES	1.5' - 2.0' TALL	1.5' - 2.0' TALL
2. PALM TREES	2.0' - 3.0' TALL	2.0' - 3.0' TALL
3. PALM TREES	3.0' - 4.0' TALL	3.0' - 4.0' TALL
4. PALM TREES	4.0' - 5.0' TALL	4.0' - 5.0' TALL
5. PALM TREES	5.0' - 6.0' TALL	5.0' - 6.0' TALL
6. PALM TREES	6.0' - 7.0' TALL	6.0' - 7.0' TALL
7. PALM TREES	7.0' - 8.0' TALL	7.0' - 8.0' TALL
8. PALM TREES	8.0' - 9.0' TALL	8.0' - 9.0' TALL
9. PALM TREES	9.0' - 10.0' TALL	9.0' - 10.0' TALL
10. PALM TREES	10.0' - 11.0' TALL	10.0' - 11.0' TALL

- GENERAL PLANTING NOTES AND SPECIFICATIONS:**
1. CONTRACTOR SHALL FURNISH ALL PLANTING MATERIALS AND LABOR FOR THE ENTIRE PROJECT. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 3. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 4. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 5. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 6. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 7. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 8. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 9. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 10. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:





**NORRIEGO POINT RECREATION IMPROVEMENTS
GULF HARBOR DRIVE
DESTIN, FLORIDA
STORMWATER MANAGEMENT SYSTEM
OPERATION AND MAINTENANCE PLAN**

The Operation and Maintenance Plan covers the operation and maintenance requirements of the stormwater collection and conveyance system within the improved Norriego Point Park. Components of the system include the following:

- Pipe
- Swales

The plan is divided into three (3) parts: continuous, general and annual.

Continuous Maintenance

Continuous maintenance is to be performed as needed or after any rainfall event greater than 0.5-inches (in.)

General Maintenance

The system shall be kept free of sand, grass, leaves, limbs, trash or other debris that can impede the free flow of water through the system. Through the months of October through March, pond side slopes shall be mowed monthly at a minimum. During the months of April through September pond side slopes shall be mowed at a minimum of twice monthly. The following items shall be completed weekly or within three (3) days of a significant (> 1.5-in.) rainfall event:

- Examine the swale side slopes and bottom for evidence of erosion. Repair as needed.
- Inspect mitered end sections to ensure they are free of debris. Clear as necessary.

Annual Maintenance

In addition to the General Maintenance, the system shall be thoroughly inspected at least once a year. The annual inspection is to include inspection of the following items:

- Examine mitered end sections for build-up of sediment and debris in the culverts and clear as necessary. Check the structures for signs of cracking, chipping, leaking, or rusting. Any of these signs may indicate a potential failure. If present, contact a contractor to have the structure more thoroughly inspected and replaced if necessary.
- Examine the pond bottom for excessive accumulation of leaves and limbs and other trash and debris. Clear the accumulated trash from the surface of the detention pond. Repair as needed.

Inspection Records

A record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted shall be prepared and maintained for the life of the permit. Such record shall be made available upon request. Inspections shall be completed and documented by a registered professional one-year after the initial inspection at the beginning of operation and once every 5-years, thereafter.

Cost and Equipment

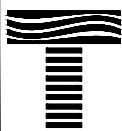
It is anticipated the only equipment necessary for General and Annual Maintenance would be common grass mowing equipment and other hand-held equipment such as rakes, gas powered weed trimmers and shovels. The owner will contract with a landscape maintenance company to

keep the swale side slopes and other grassed areas of the site mowed. The Owner or their designated representative, will perform the annual inspections.

Major repairs to pipes and mitered end sections will require that a licensed contractor capable of performing such repairs be retained by the Owner.

Landscape Maintenance is anticipated to cost \$100 per month (\$1,200 per year) and all other inspection and maintenance is anticipated to demand 10 man-hours per year at a cost of approximately \$500.

CATHY SHELLEY\SYSTEMS\PROJECTS\2017-004-01 PONTE RESORT MARINA\PERMIT\2017-004-P\PROJECT LOCATION 2.DWG 8/11/2021 12:38:02 PM



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 1
PROJECT LOCATION MAP
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	1 of 20
DATE	NOV 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 88).
2. ALL DRAWING COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
3. AERIAL IMAGERY TAKEN IN 2016 AND OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION, UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
4. EXISTING PARCEL BOUNDARIES AND TOPOGRAPHY SURVEYED ON SEPTEMBER 13, 2017 BY GUSTIN, COTHERN AND TUCKER, INC.
5. DESTIN HARBOR ENTRANCE CHANNEL BATHYMETRY SURVEYED ON JANUARY 21, 2016 BY GUSTIN, COTHERN AND TUCKER, INC.
6. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "DESTIN, FLORIDA, WEST BAY TO SANTA ROSA SOUND. EAST PASS PROPOSED DREDGING AND DISPOSAL LOCATION." SHEET 2 OF 13, DATED JULY 2008. (FDEP MAINTENANCE DREDGING PERMIT #0288799-001-JC). FEDERAL NAVIGATION CHANNEL MARKERS DERIVED FROM FILE "ENTRANCE CHANNEL STA 43+00 TO STA 95+00 CONDITION SURVEY" DATED SEPT. 2012.
7. TIDAL DATUMS OBTAINED FROM NOAA CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES ([HTTP://TIDESANDCURRENTS.NOAA.GOV/](http://tidesandcurrents.noaa.gov/)).
8. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
9. THE PROPOSED PROJECT DOES NOT INCLUDE ANY IMPACTS TO EXISTING NATURAL RESOURCES, WETLAND AREAS OR SEAGRASSES

GENERAL DOCKING FACILITY NOTES:

1. NO FUELING FACILITIES OR LIVEBOARDS ARE PROPOSED.
2. THE DOCKING FACILITY WILL INCLUDE A SEWAGE PUMP-OUT SYSTEM CONNECTED TO AN UPLAND CENTRALIZED SEWER COLLECTION SYSTEM.
3. STRUCTURE ELEVATIONS AND CONSTRUCTION MATERIALS ARE SUBJECT TO CHANGE IN THE FINAL DESIGN. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
3. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
4. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

GENERAL DREDGE AND FILL NOTES:

1. ALL PROPOSED DREDGE MATERIAL SHALL BE MECHANICALLY OR HYDRAULICALLY DREDGED FROM THE DREDGE AREA DESIGNATED IN THESE DRAWINGS. FOR MECHANICAL DREDGING, DREDGED MATERIAL SHALL BE PLACED ALONG THE UPLANDS AND REGRADED ON-SITE. FOR HYDRAULIC DREDGING, DREDGED MATERIAL SHALL BE PUMPED TO THE PROPOSED UPLAND DREDGE MATERIAL MANAGEMENT AREA AND DEWATERED IN-PLACE. NO DIRECT DISCHARGE TO OPEN WATERS IS PROPOSED.
2. DREDGE MATERIAL MANAGEMENT AREAS (DMMA's) WILL BE SITED TO REMAIN WITHIN THE APPLICANT'S UPLAND PROPERTY AND ABOVE THE MEAN HIGH WATER LINE. DMMA's WILL INCLUDE STAKED HAY BALES, TURBIDITY CURTAINS, AND/OR OTHER BMPS AT ANY CONTROLLED OVERFLOW/DISCHARGE AREAS.

PROPOSED DOCK PLAN:

1. TOTAL NUMBER OF PERMANENT SLIPS: 50
2. FLEXIBLE MOORING AREA: ~ 328 L.F. (3 SLIPS)
3. FIXED TIMBER DOCK AREA: ~12,179 S.F.
4. PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 100,174 S.F. (2.30 ACRES)

PROPOSED DREDGE PLAN:

1. TOTAL RIP RAP: ~ 600 L.F. (~ 9,000 C.F.)
2. PROPOSED TOTAL DREDGE AREA: ~ 39,438 S.F. (~0.9 ACRE)
3. DREDGE VOLUME BELOW MHW: ~ 2,898 C.Y.
DREDGE VOLUME ABOVE MHW: ~ 5,957 C.Y.
TOTAL DREDGE VOLUME: ~8,855 C.Y.
4. PROPOSED DMMA CAPACITY: ~14,180 C.Y.

TIDAL DATUM REFERENCE:

MHHW ——— 0.73'
MHW ——— 0.72'

MSL ——— 0.40'

MLW ——— 0.13'
MLLW ——— 0.12'
NAVD 88 ——— 0.00'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 2
GENERAL NOTES
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

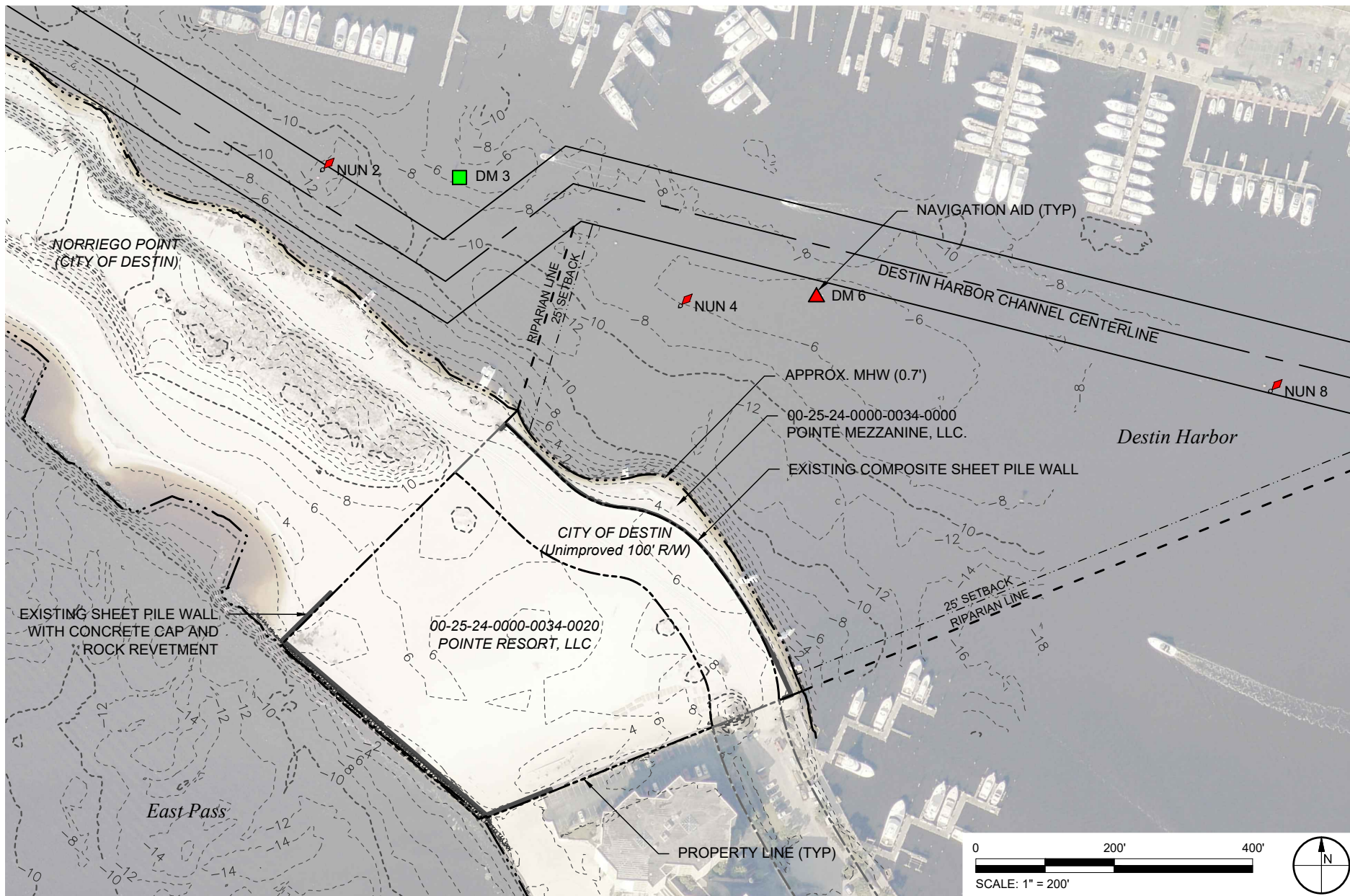
PROJECT C2017-004-01 DRAWN BY CAS/NP SHEET 2 of 20 DATE NOV 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

CATHY SHELL X:\S\PROJECTS\2017-004-01 POINTE RESORT MARINA\PERMIT\2017-004-01 EXISTING CONDITIONS.DWG 6/11/2021 12:46:33 PM



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01

DRAWN BY CAS/NP

SHEET 3 of 20

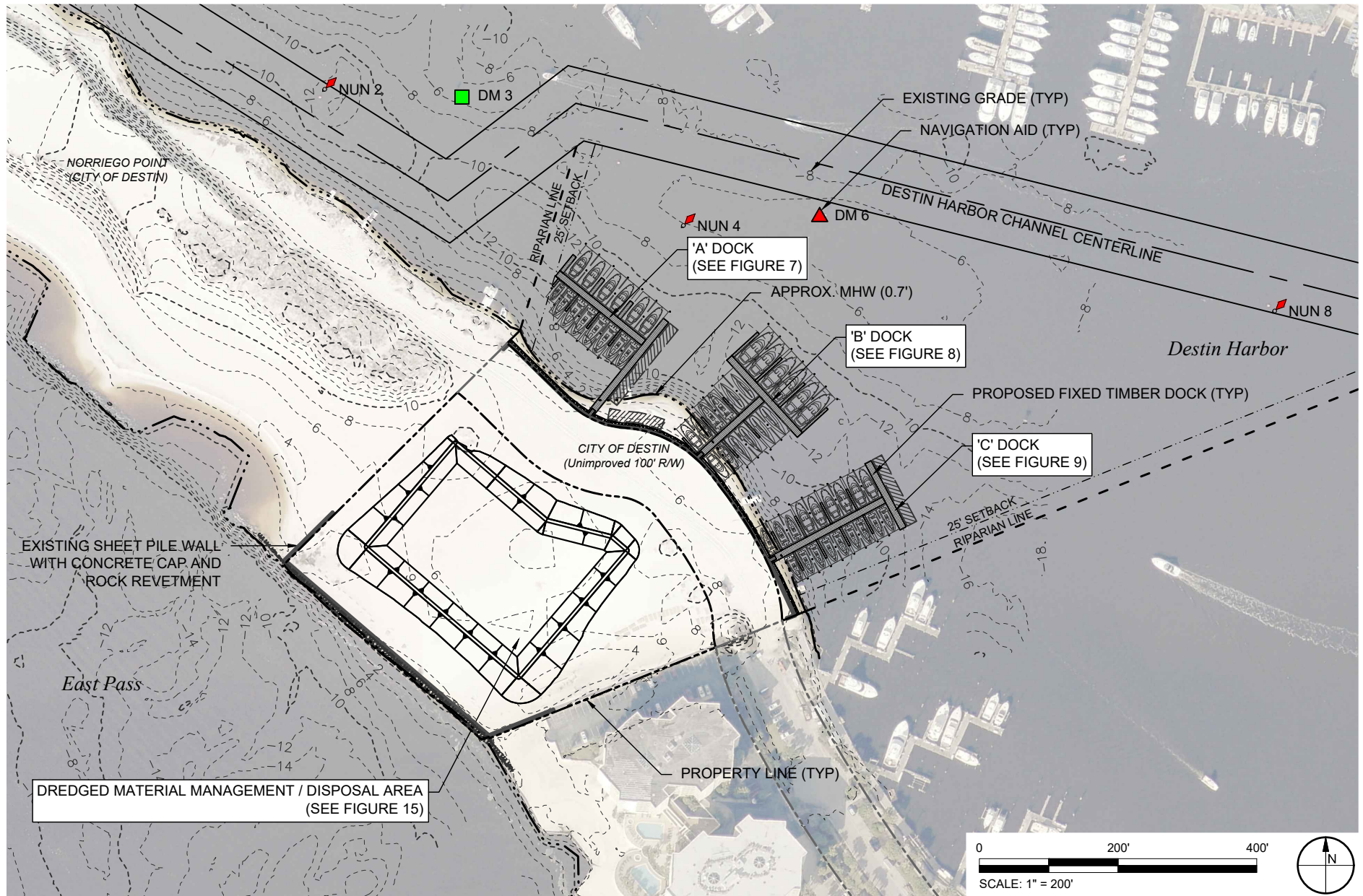
DATE NOV 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

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TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
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DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT OVERVIEW
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	4 of 20
DATE	NOV 2018

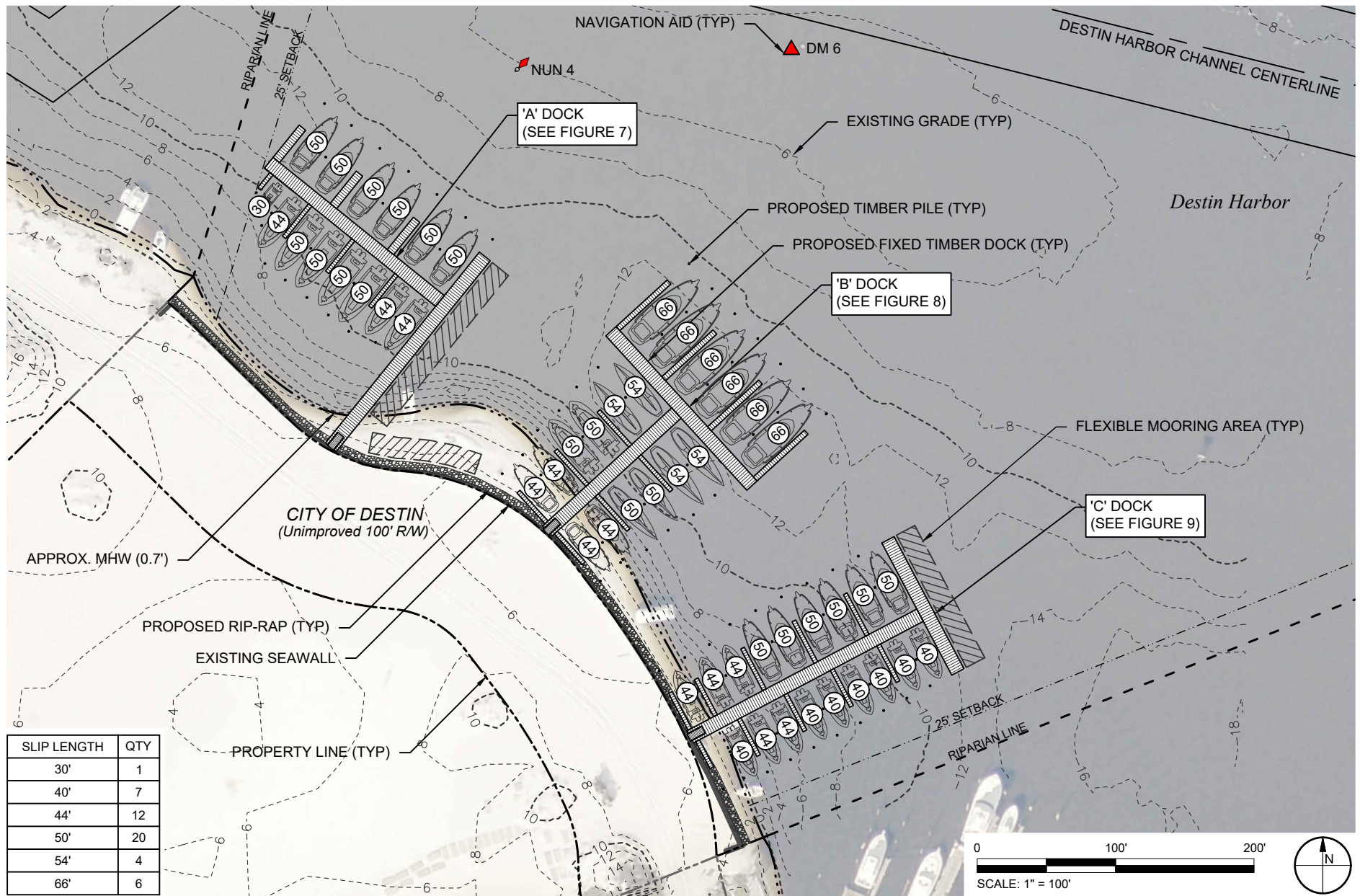
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DATE

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TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 5
PROPOSED MARINA SITE PLAN
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01

DRAWN BY CAS/NP

SHEET 5 of 20

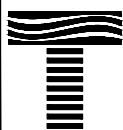
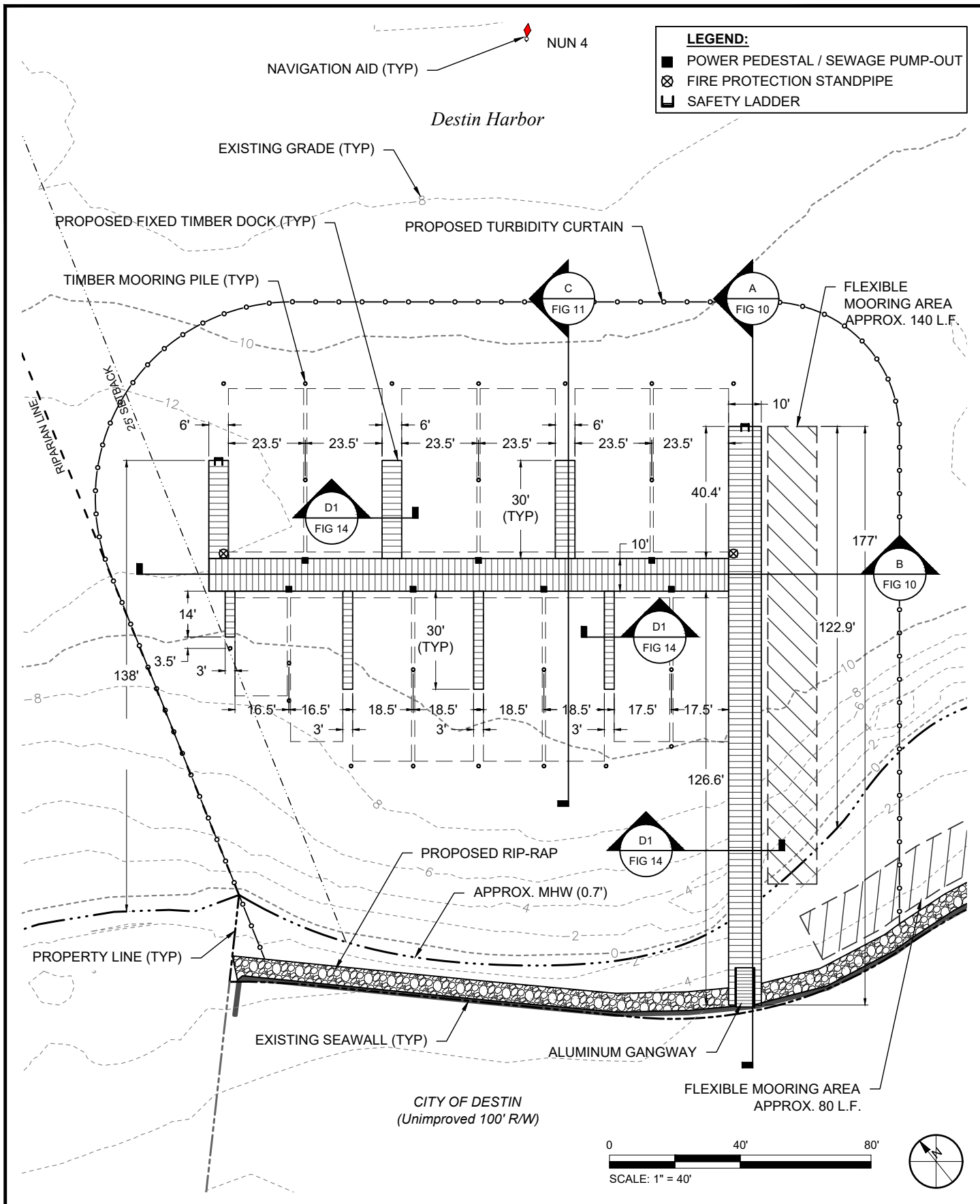
DATE NOV 2018

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MATTHEW TRAMMELL P.E. # 69244

DATE

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TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

PROJECT: C2017-004-01
DRAWN BY: CAS/NP
SHEET: 7 of 20
DATE: NOV 2018

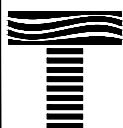
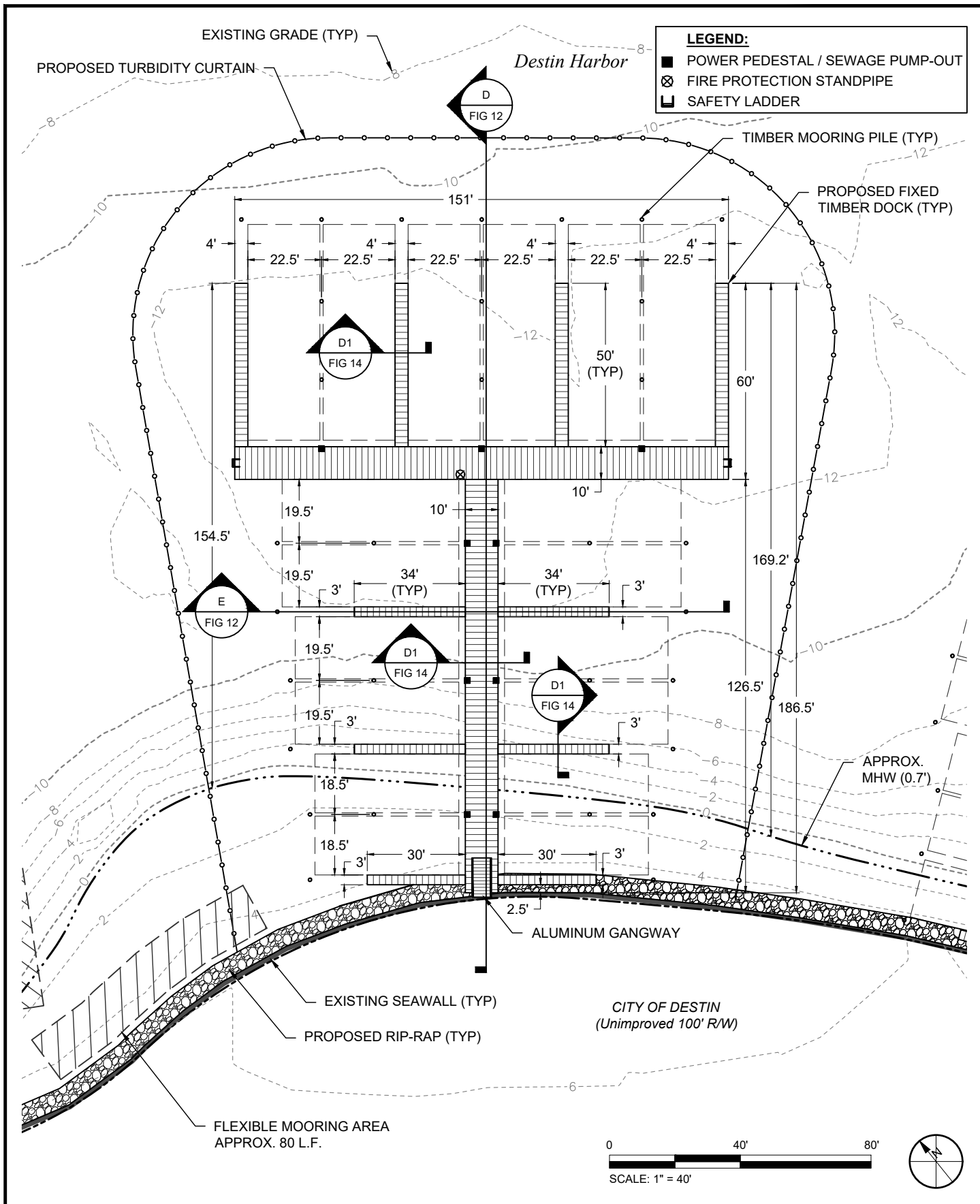
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MATTHEW TRAMMELL P.E. # 69244

DATE

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TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 8
PROPOSED DOCK PLAN - 'B'
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT: C2017-004-01 DRAWN BY: CAS/NP SHEET: 8 of 20 DATE: NOV 2018

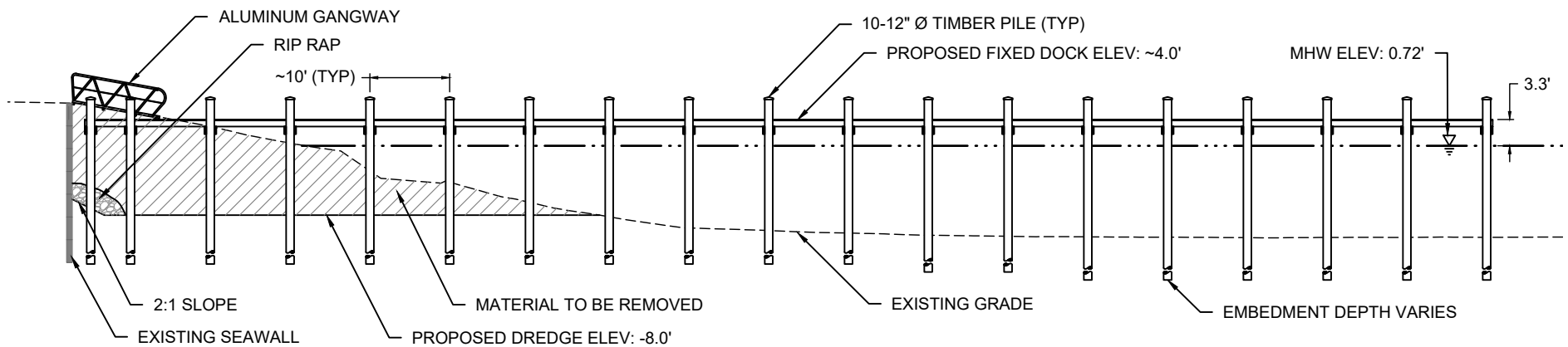
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MATTHEW TRAMMELL P.E. # 69244

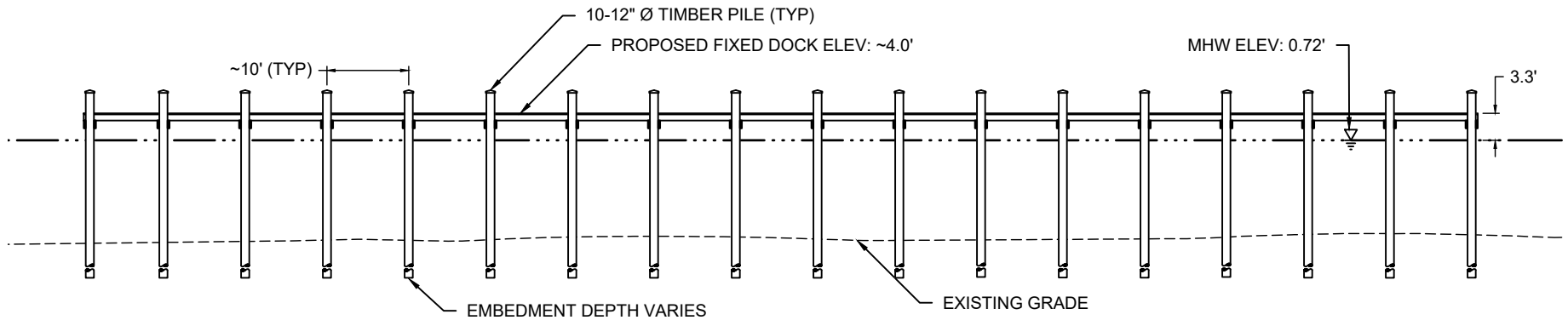
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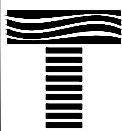
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A
FIG 7
'A' DOCK - SECTION A
SCALE: 1" = 20'



B
FIG 7
'A' DOCK - SECTION B
SCALE: 1" = 20'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 10
SECTIONS - 'A' DOCK
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	10 of 20
DATE	NOV 2018

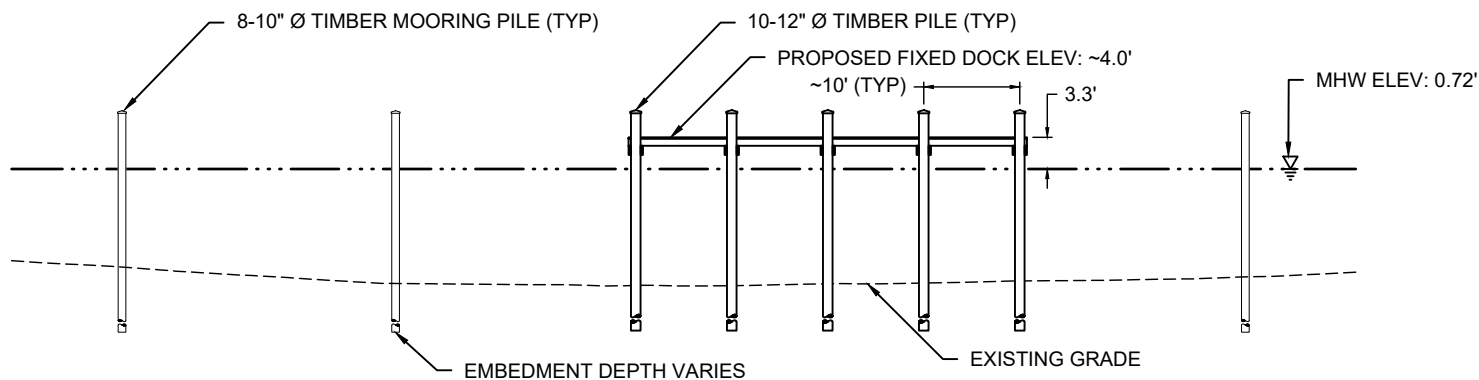
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MATTHEW TRAMMELL P.E. # 69244

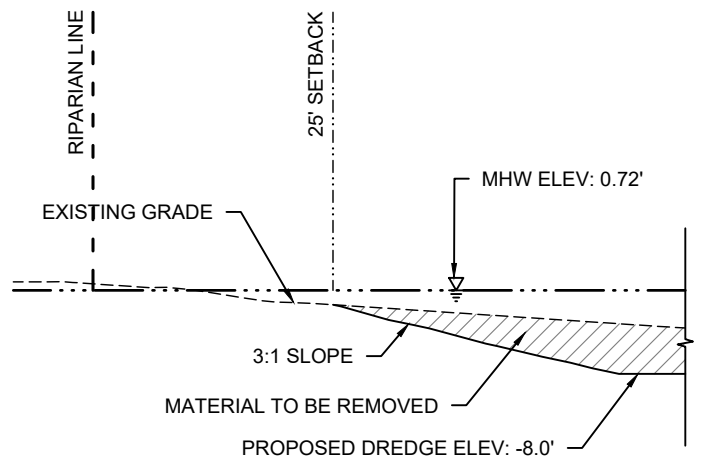
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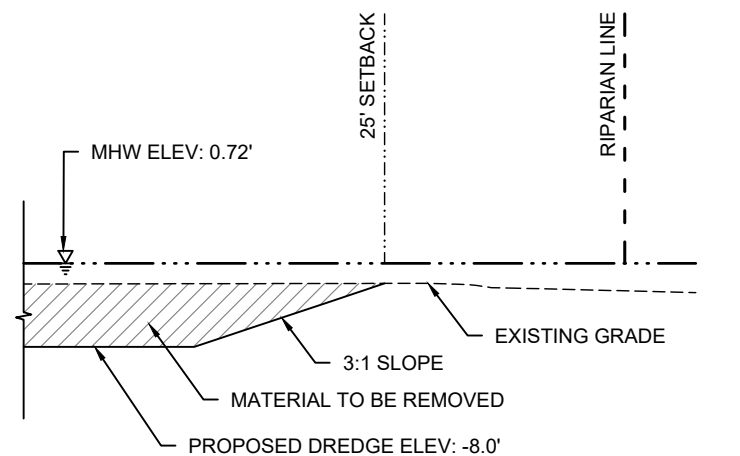
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C 'A' DOCK - SECTION C
FIG 7 SCALE: 1" = 20' 0 20'



N SIDE SLOPE DREDGE SECTION - NORTH
FIG 6 SCALE: 1" = 20' 0 20'



S SIDE SLOPE DREDGE SECTION - SOUTH
FIG 6 SCALE: 1" = 20' 0 20'



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 11
SECTIONS - 'A' DOCK
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

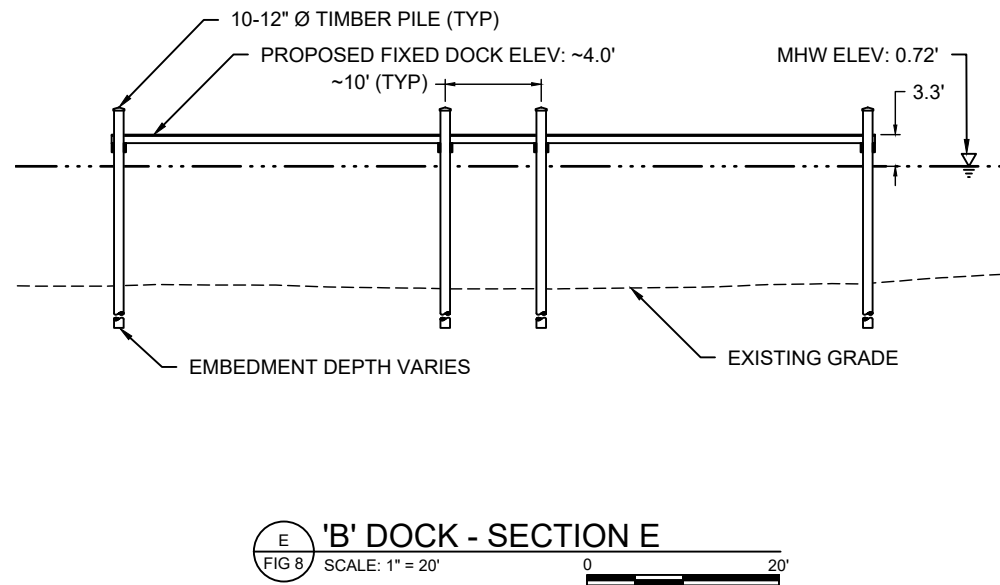
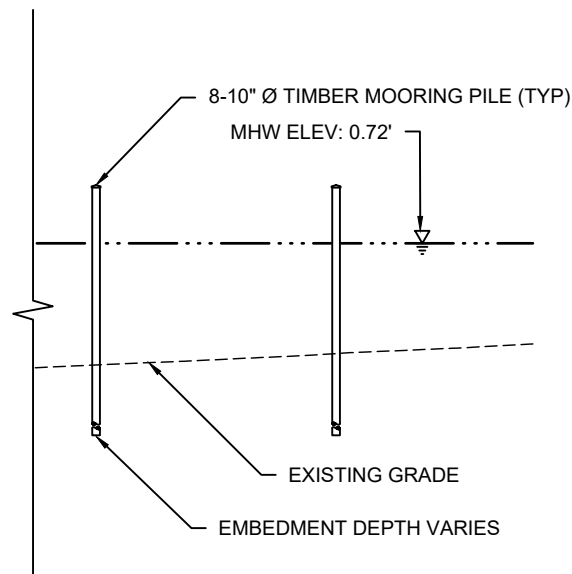
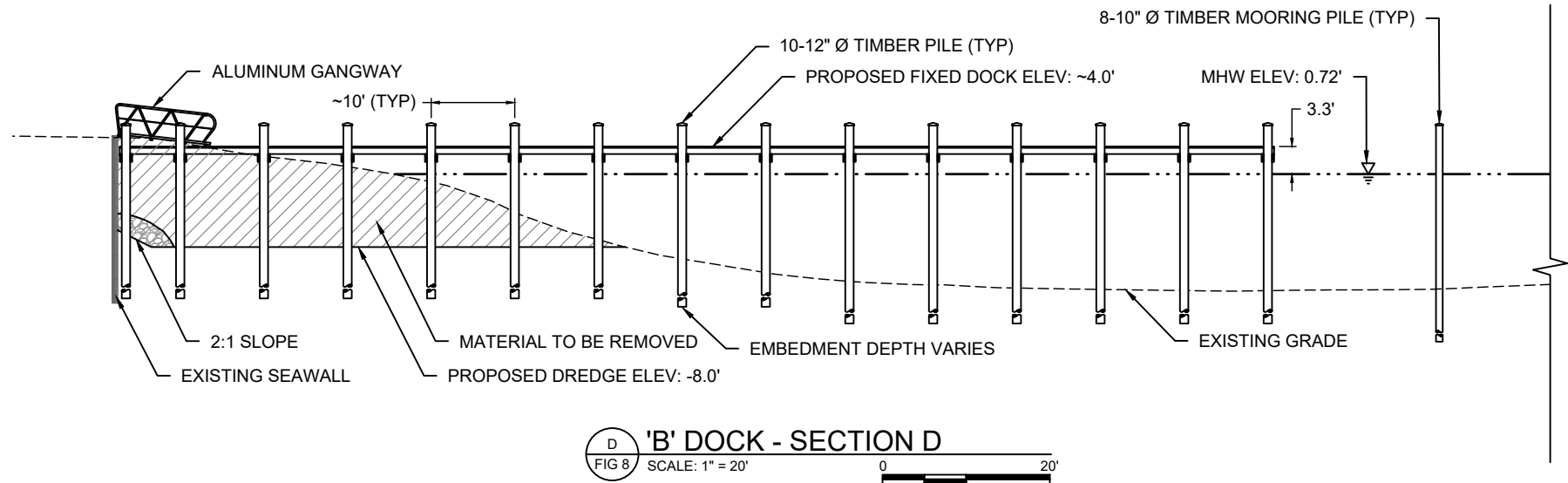
PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	11 of 20
DATE	NOV 2018

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MATTHEW TRAMMELL P.E. # 69244

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TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 12
SECTIONS - 'B' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01

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SHEET 12 of 20

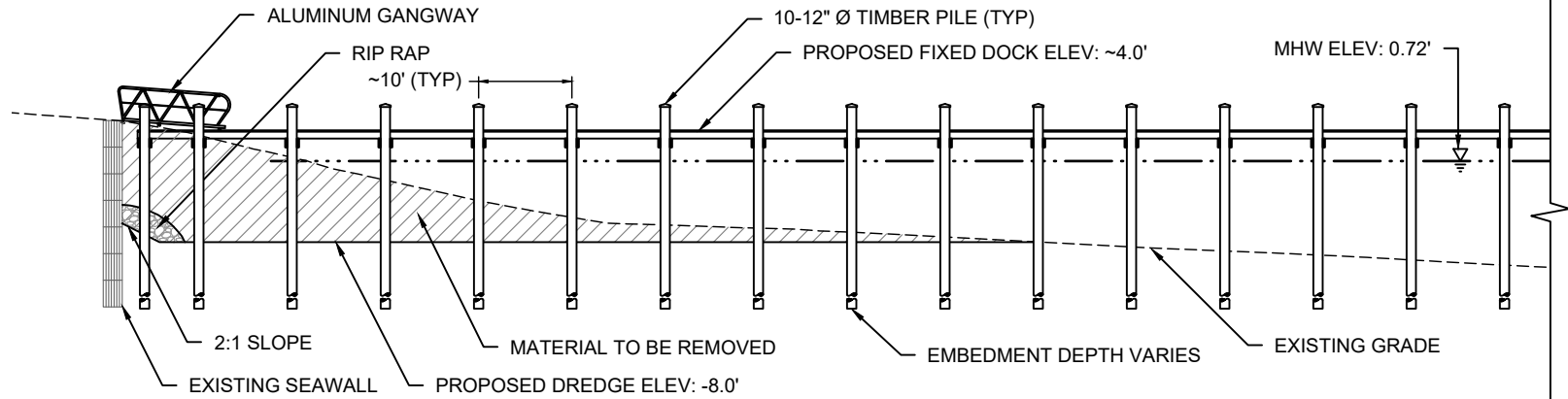
DATE NOV 2018

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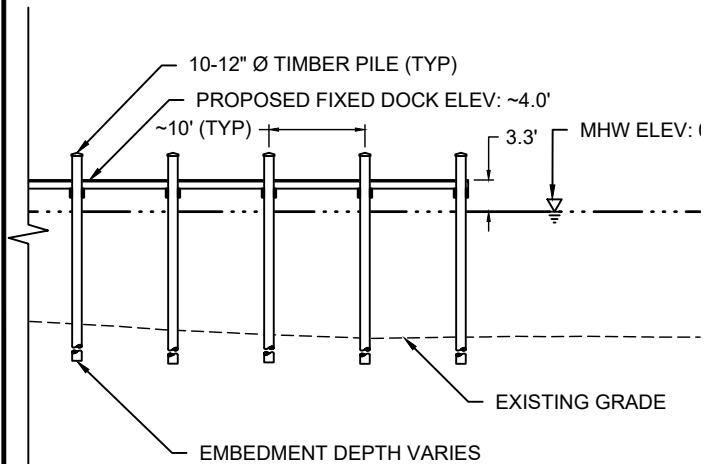
MATTHEW TRAMMELL P.E. # 69244

DATE

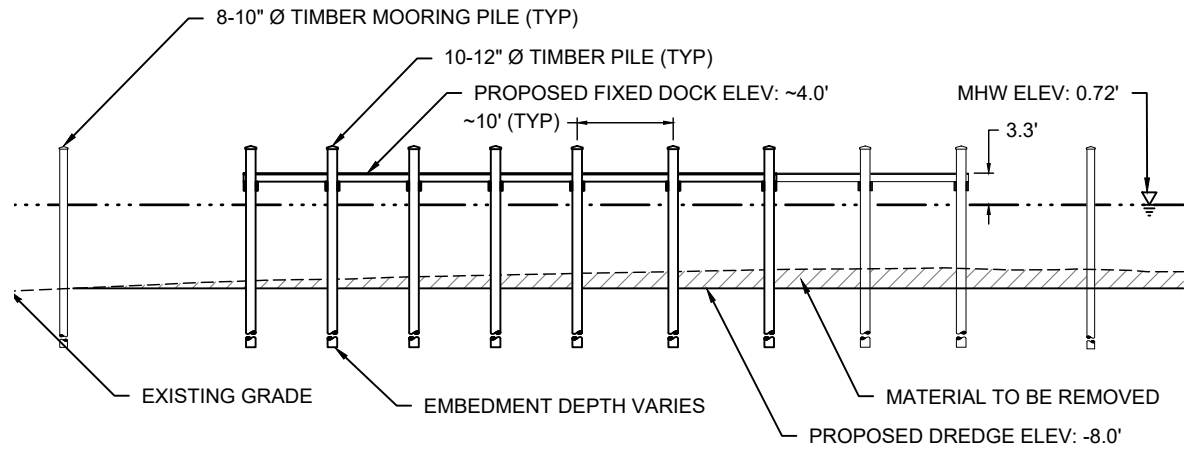
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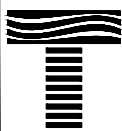
'C' DOCK - SECTION F
FIG 9 SCALE: 1" = 20' 0 20'



'C' DOCK - SECTION F (CONTINUED)
FIG 9 SCALE: 1" = 20' 0 20'



'C' DOCK - SECTION G
FIG 9 SCALE: 1" = 20' 0 20'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 13
SECTIONS - 'C' DOCK
PONTA RESORT MARINA
OKALOOSA COUNTY, FLORIDA

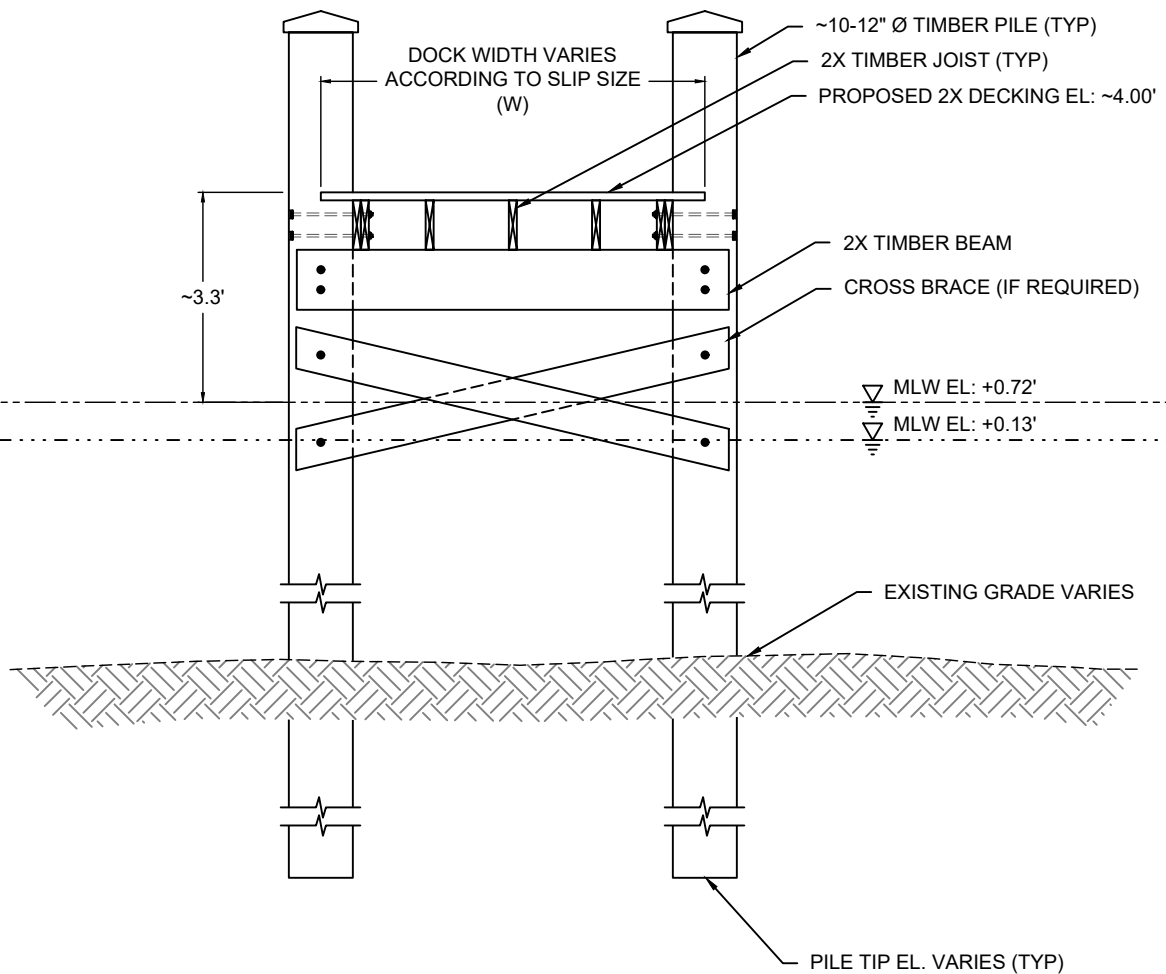
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DRAWN BY	CAS/NP
SHEET	13 of 20
DATE	NOV 2018

SEAL

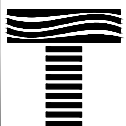
MATTHEW TRAMMELL P.E. # 69244

DATE

SLIP SIZE AND WIDTH (W)	
SLIP SIZE	W
30' - 50'	3' - 6'
66'	4'
MAIN ACCESS DOCK	10'



(D1) TYPICAL FLOATING DOCK SECTION
NOT TO SCALE



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 14
TYPICAL FLOATING DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT: C2017-004-01 DRAWN BY: CAS/NP SHEET: 14 of 20 DATE: NOV 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

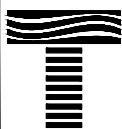
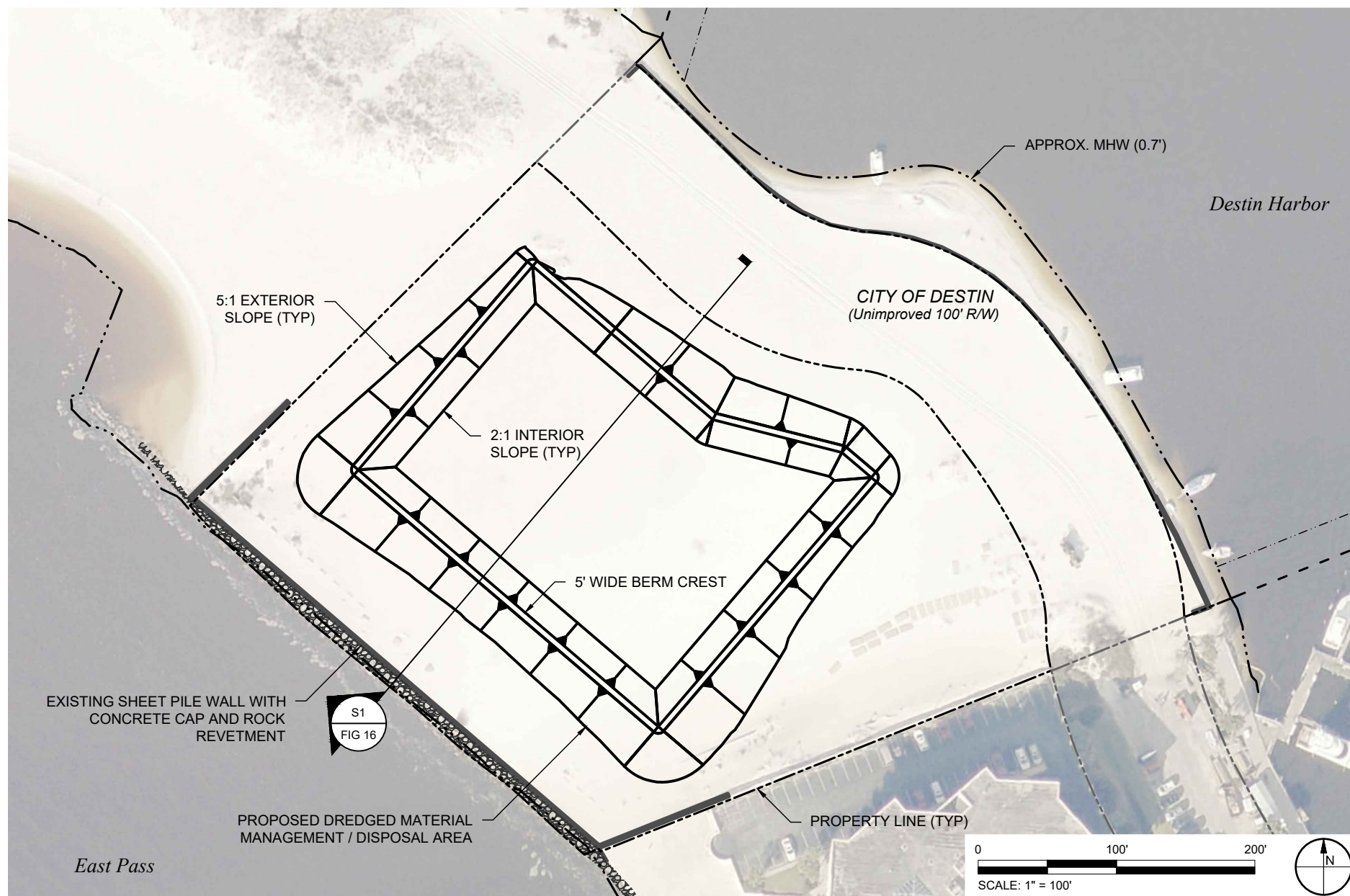
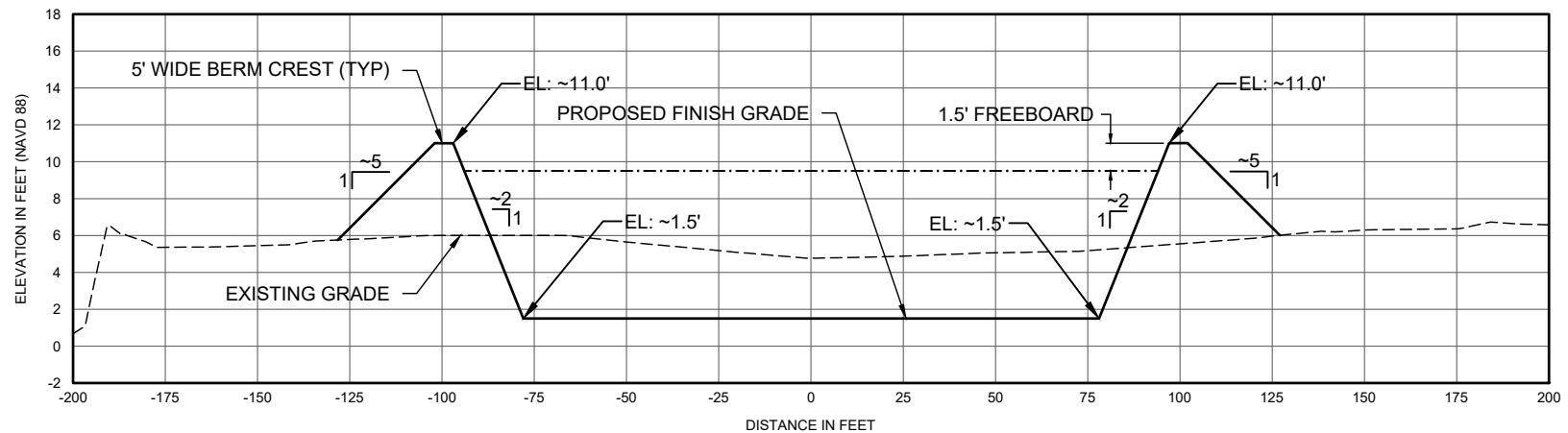


FIGURE 15
DREDGED MATERIAL MANAGEMENT / DISPOSAL AREA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

DATE _____

C:\HY-SHELL\X\SYSTEMS\PROJECTS\C2017-004-01 PONTE RESORT MARINA\PERMIT\C2017-004-PD.MXD DWG 6/1/2021 12:48:18 PM

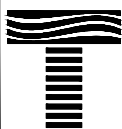


S1
FIG 15

DREDGED MATERIAL MANAGEMENT / DISPOSAL AREA TYPICAL SECTION

SCALE: 1" = 50'
V-SCALE: 1" = 10'

0 50'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 16
DREDGED MATERIAL MANAGEMENT DISPOSAL AREA TYPICAL
SECTION
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

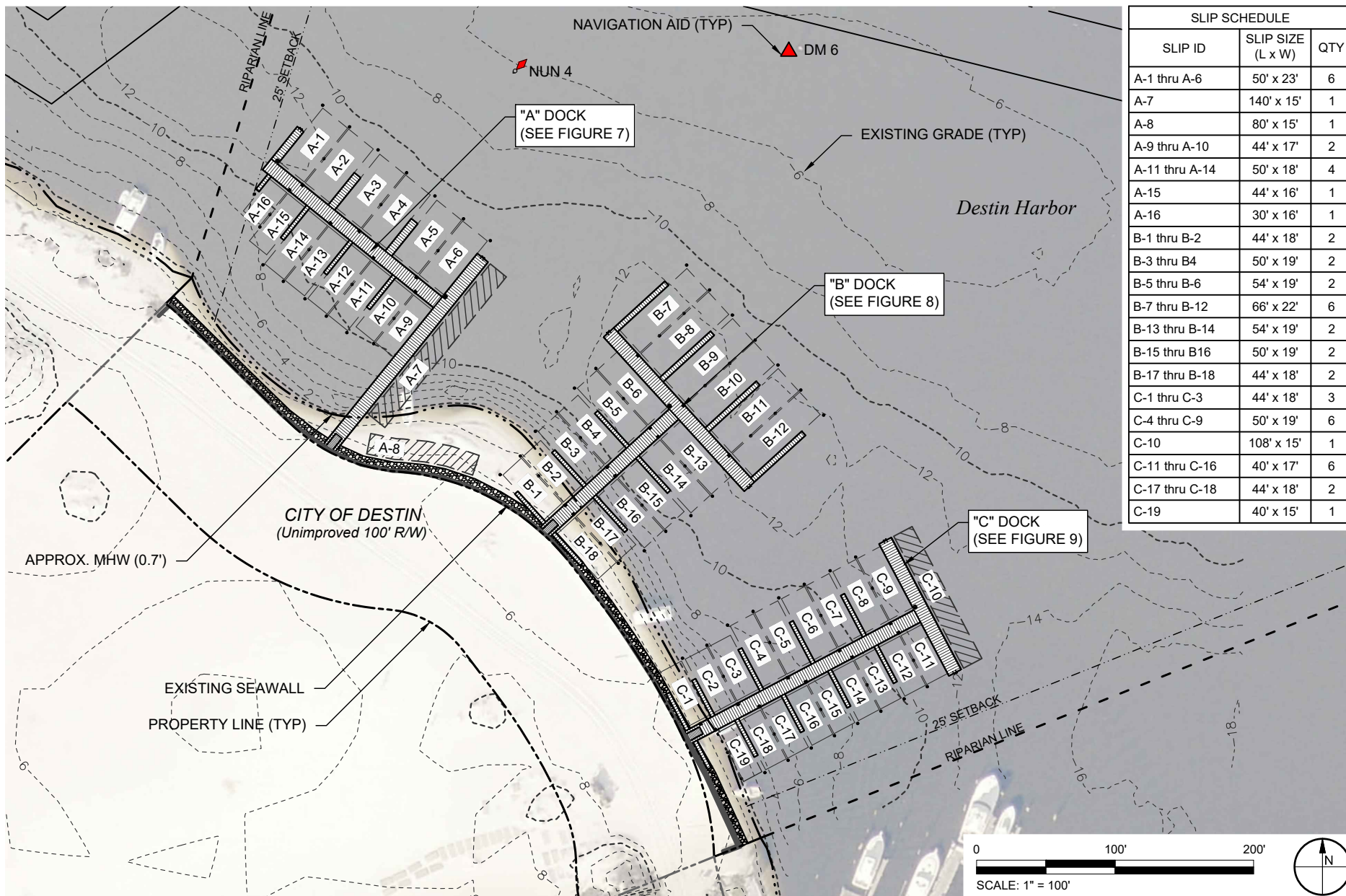
PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	16 of 20
DATE	NOV 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

CATHY SHELL X:\SYS\PROJECTS\2017-004-01 PONTE RESORT MARINA\PERMIT\2017-004 P-SLIP NUMBERING.DWG 6/11/2021 12:48:34 PM



SLIP SCHEDULE		
SLIP ID	SLIP SIZE (L x W)	QTY
A-1 thru A-6	50' x 23'	6
A-7	140' x 15'	1
A-8	80' x 15'	1
A-9 thru A-10	44' x 17'	2
A-11 thru A-14	50' x 18'	4
A-15	44' x 16'	1
A-16	30' x 16'	1
B-1 thru B-2	44' x 18'	2
B-3 thru B-4	50' x 19'	2
B-5 thru B-6	54' x 19'	2
B-7 thru B-12	66' x 22'	6
B-13 thru B-14	54' x 19'	2
B-15 thru B-16	50' x 19'	2
B-17 thru B-18	44' x 18'	2
C-1 thru C-3	44' x 18'	3
C-4 thru C-9	50' x 19'	6
C-10	108' x 15'	1
C-11 thru C-16	40' x 17'	6
C-17 thru C-18	44' x 18'	2
C-19	40' x 15'	1



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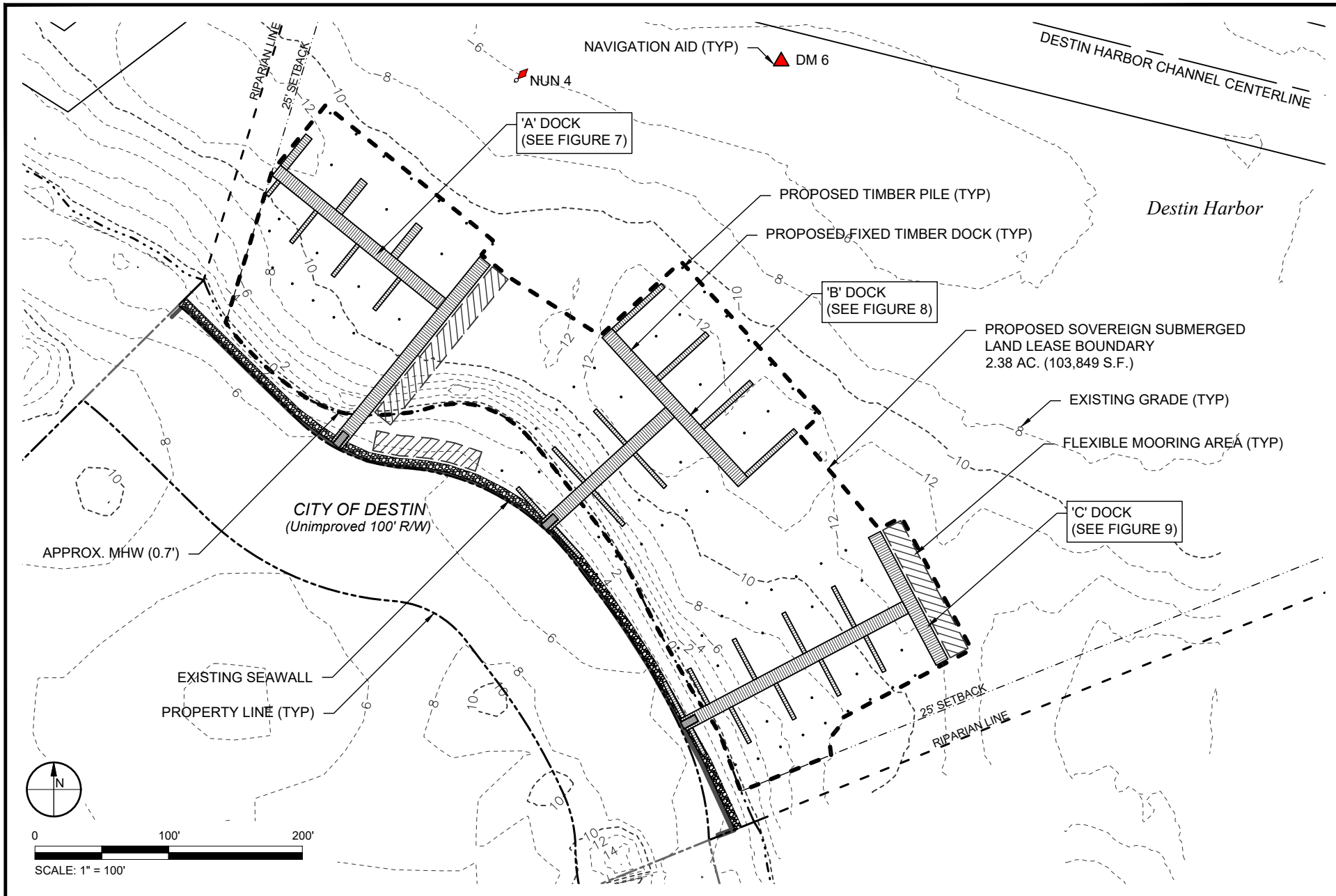
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 17
PROPOSED MARINA SLIP PLAN
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	17 of 20
DATE	NOV 2018

SEAL	
MATTHEW TRAMMELL P.E. # 69244	DATE

CATHY SHELL X:\S\PROJECTS\2017-004-01 PONTE RESORT MARINA\PERMIT\2017-004 P.SLL.DWG 6/11/2021 12:48:46 PM



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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 18
PROPOSED SOVEREIGN SUBMERGED LAND LEASE BOUNDARY
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

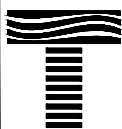
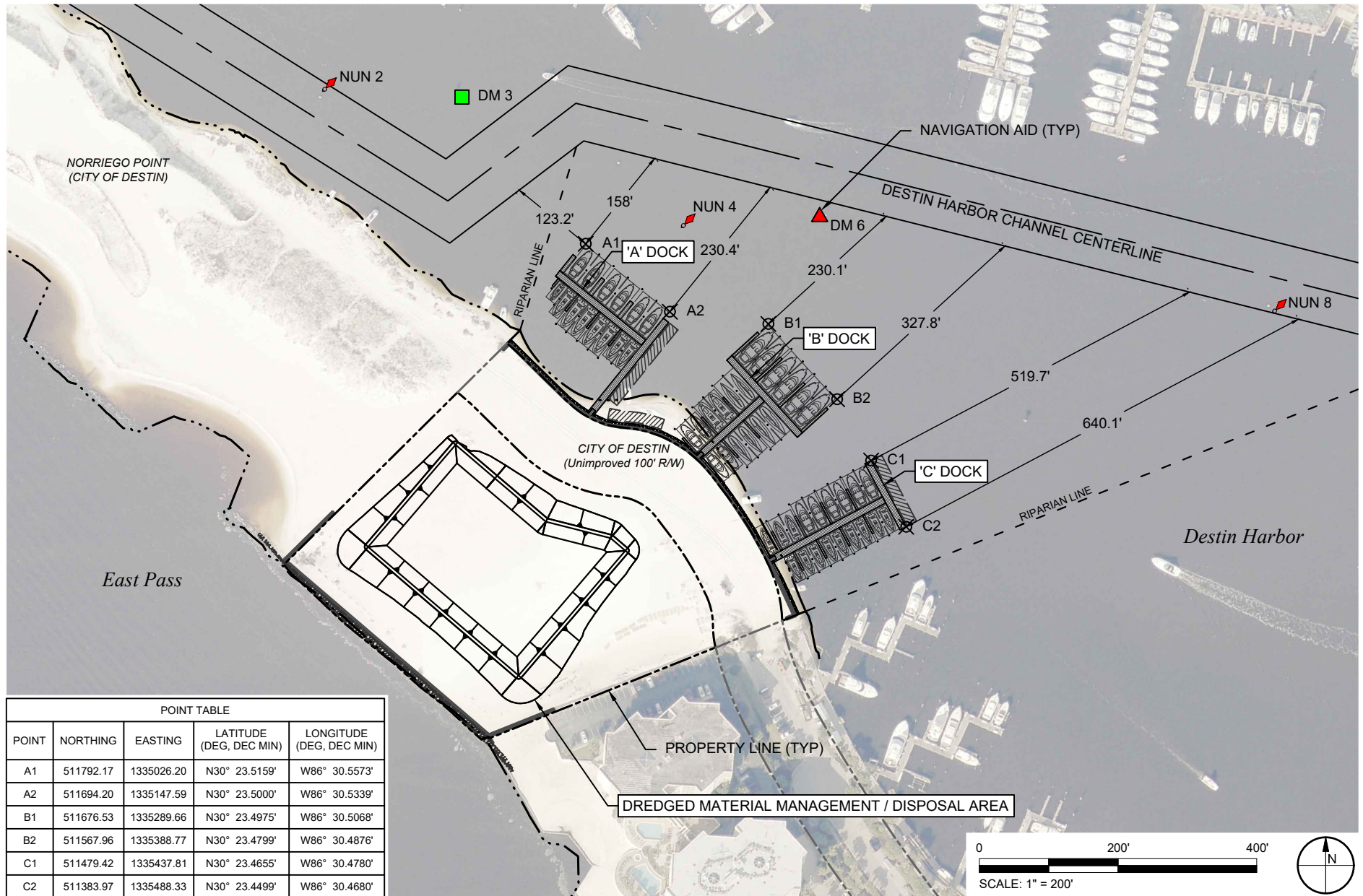
PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	18 of 20
DATE	NOV 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

CATHY SHELLEY\SYSTEMS\PROJECTS\2017-004-01 POINTE RESORT MARINA\PERMIT\2017-004 P-CHANNEL OFFSET PLAN.DWG 6/11/2021 12:44:13 PM



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SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 19
FEDERAL NAVIGATION CHANNEL OFFSETS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01

DRAWN BY CAS/NP

SHEET 19 of 20

DATE MAR 2018

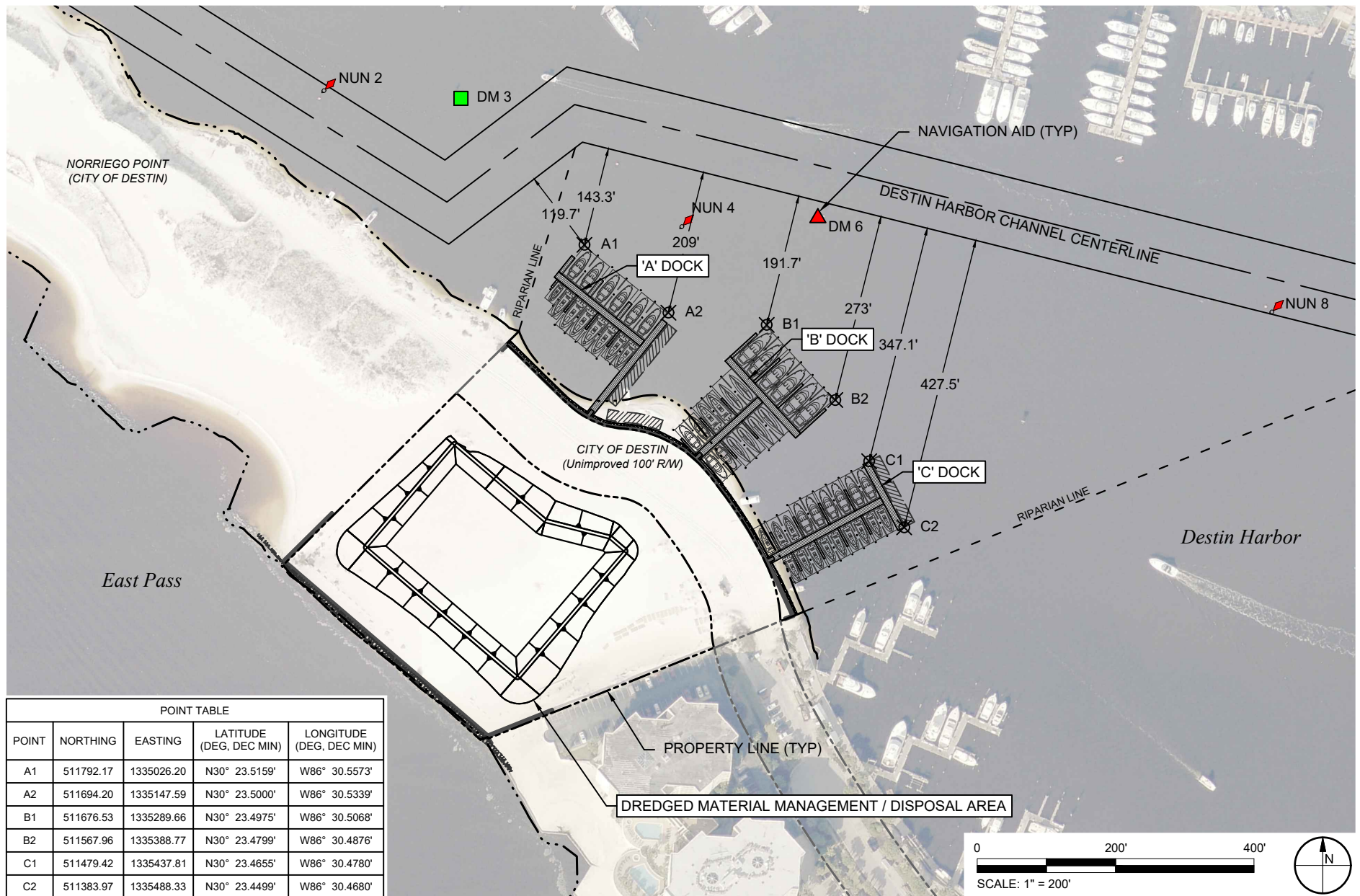
SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CATHY SHELLEY/SYS/PROJECTS/C2017-004-01 POINTE RESORT MARINA/PERMIT/C2017-004 P-CHANNEL OFFSET PLAN A.DWG 6/11/2021 1:10:47 PM



POINT TABLE

POINT	NORTHING	EASTING	LATITUDE (DEG, DEC MIN)	LONGITUDE (DEG, DEC MIN)
A1	511792.17	1335026.20	N30° 23.5159'	W86° 30.5573'
A2	511694.20	1335147.59	N30° 23.5000'	W86° 30.5339'
B1	511676.53	1335289.66	N30° 23.4975'	W86° 30.5068'
B2	511567.96	1335388.77	N30° 23.4799'	W86° 30.4876'
C1	511479.42	1335437.81	N30° 23.4655'	W86° 30.4780'
C2	511383.97	1335488.33	N30° 23.4499'	W86° 30.4680'



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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

FIGURE 19A
FEDERAL NAVIGATION CHANNEL OFFSETS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01

DRAWN BY CAS/NP

SHEET 19 of 20

DATE NOV 2018

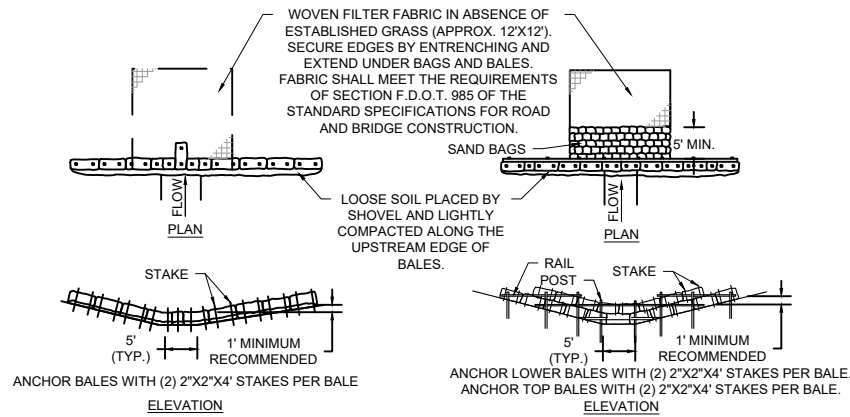
SEAL

MATTHEW TRAMMELL P.E.# 69244

DATE

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

CATHY SELL X:\S\PROJECTS\2017-004-01 PONTE RESORT MARINA\PERMIT\2017-004-01 PERSON CONTROL.DWG 6/1/2021 12:48:58 PM

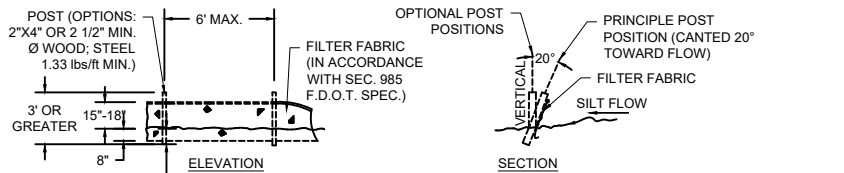


APPLICATION AND SPACING OF TYPES I & TYPES II HAY BALE BARRIERS SHALL BE IN ACCORDANCE WITH SHEET 1 OF 3, F.D.O.T. INDEX NO. 102

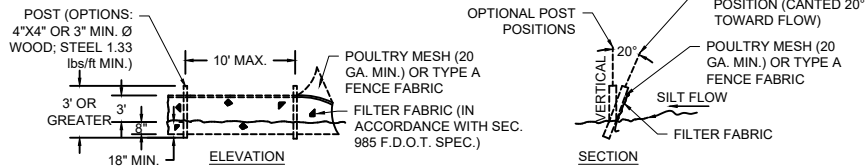
TYPE II

TYPE I

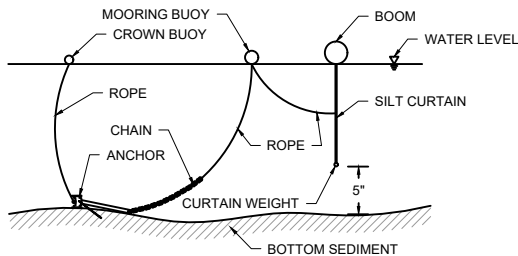
TYPICAL STRAW BALE DETAIL



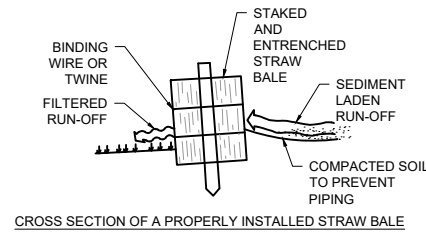
TYPE III SILT FENCE



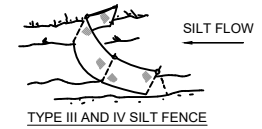
TYPE IV SILT FENCE



TURBIDITY CURTAIN DETAIL



CROSS SECTION OF A PROPERLY INSTALLED STRAW BALE

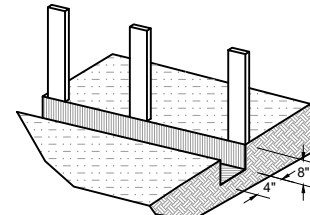


TYPE III AND IV SILT FENCE

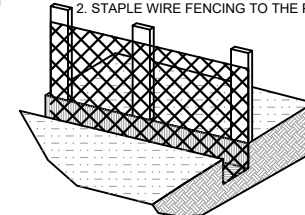
DITCH INSTALLATION AND SPACING FOR TYPE III & TYPE IV FENCE TO BE IN ACCORDANCE WITH SHEET 1 OF 3, OF THE F.D.O.T. INDEX NO. 102

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

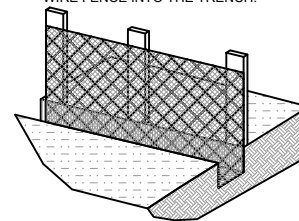
1. SET POSTS AND EXCAVATE A 8"x4" TRENCH UP SLOPE ALONG THE LINE OF POSTS.



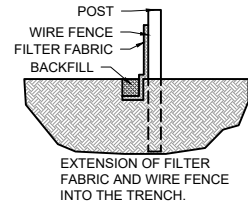
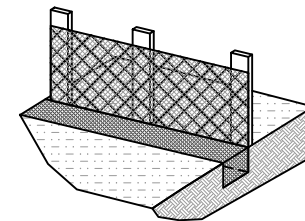
2. STAPLE WIRE FENCING TO THE POSTS.



3. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND FILTER FABRIC AND WIRE FENCE INTO THE TRENCH.



4. BACKFILL AND COMPACT THE EXCAVATED SOIL.



SILT FENCE INSTALLATION DETAILS



TAYLOR ENGINEERING INC.

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SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 20
EROSION AND TURBIDITY CONTROL DETAILS
PONTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	20 of 20
DATE	NOV 2018

SEAL

MATTHEW TRAMMELL P.E. # 69244

DATE

Note: Final location of temporary dredge discharge line and construction parking area to be determined in coordination with City staff during the ROW / Building Permit process.

POINTE RESORT DOCKING FACILITY

OKALOOSA COUNTY, FLORIDA

DRAWING INDEX

- C-1 TITLE SHEET
- C-2 GENERAL NOTES AND SPECIFICATIONS
- C-3 EXISTING CONDITIONS
- C-4 PROJECT OVERVIEW
- C-5 PROJECT OVERVIEW WITHOUT AERIAL
- C-6 CONCRETE CAP AND DEADMAN PLAN
- C-7 CONCRETE CAP AND DEADMAN DETAILS
- C-8 MARINE SANITARY PLAN
- E-0.1 ELECTRICAL LEGEND AND PEDESTAL DETAILS
- E-1.1 ELECTRICAL PLAN
- E-2.1 ELECTRICAL RISER AND PANEL SCHEDULES
- F-1 FIRE PROTECTION PLAN
- P-1 WATER PIPING PLAN
- DWU-1 DWU TYPICAL DETAILS
- DWU-2 DWU TYPICAL DETAILS
- DWU-3 DWU TYPICAL DETAILS
- DWU-4 DWU TYPICAL SPECIFICATIONS
- DWU-5 DWU TYPICAL SPECIFICATIONS



VICINITY MAP

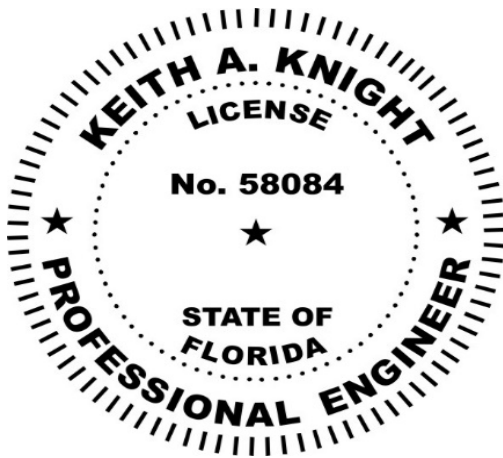
1"= 1000' (22x34)
1"= 2000' (11x17)

REFERENCE:
USA TOPO MAPS, ESRI



LOCATION MAP

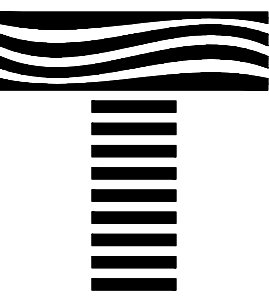
N.T.S.



This document has been digitally sealed by Keith A. Knight on the date adjacent to the seal.

Printed Copies of this document are not considered signed and sealed and the signatures must be verified on any electronic copies.

Taylor Engineering, Inc., 10199 Southside Blvd, Suite 310
Jacksonville FL, 32256

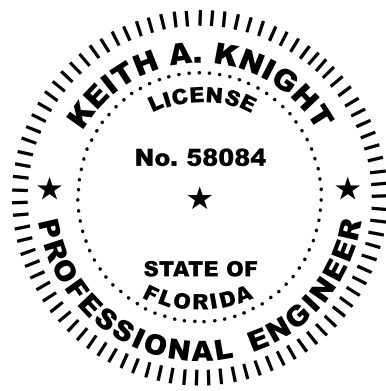


TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040

PRELIMINARY DRAWINGS: THESE
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REVIEW.

PROJECT TITLE
**POINTE RESORT DOCKING
FACILITY**
OKALOOSA COUNTY, FLORIDA

PROJECT NO C2020-020
DATE SEPT 2020



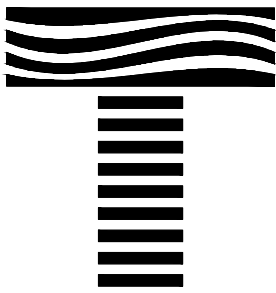
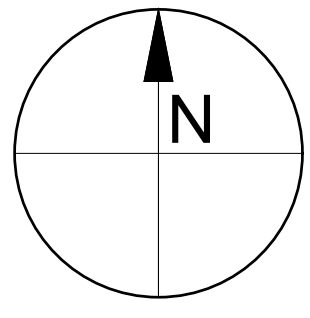
KEITH A. KNIGHT P.E.# 58084

C-1

SHEET 1 OF 8

Call 811 before you dig.

ANTON FLEVELLING, 9/22/2020 4:07:30 PM, X:\bays\Projects\2017-0004-01 Pointe Resort Marina Construction\Bulkhead And Utilities\2020-020-C-Existing Plan.dwg

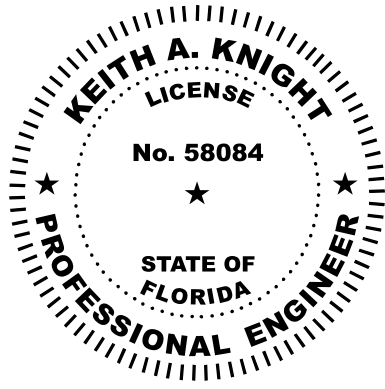


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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040

REGISTRY # 4815

SEAL



KEITH A. KNIGHT P.E.# 58084

PROJECT TITLE

POINTE RESORT DOCKING
FACILITY
OKALOOSA COUNTY, FLORIDA

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											DATE
											REVISIONS / SUBMISSIONS
											ZONE
											NO

PROJECT NO	C2020-020
DATE	SEPT 2020
DESIGNED	KAK
DRAWN	AF
CHECKED	MD
REVIEWED	MAT
SCALE	AS SHOWN

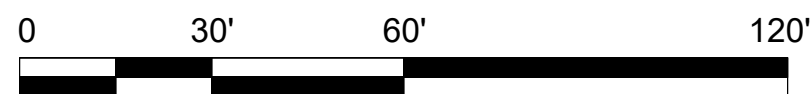
DRAWING TITLE

EXISTING CONDITIONS

C-3

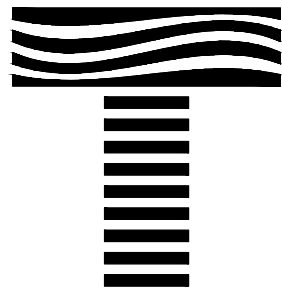
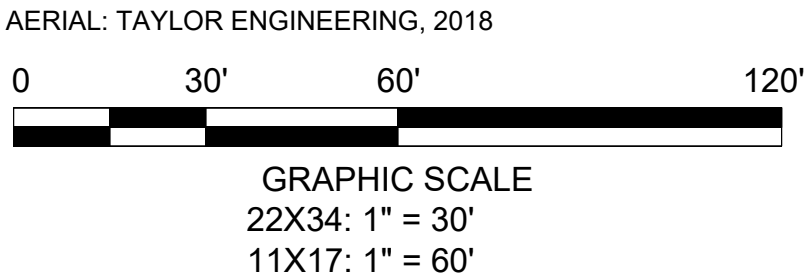
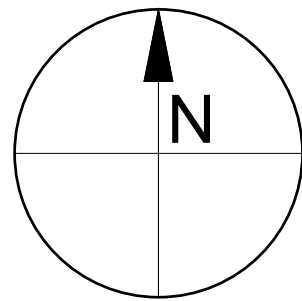
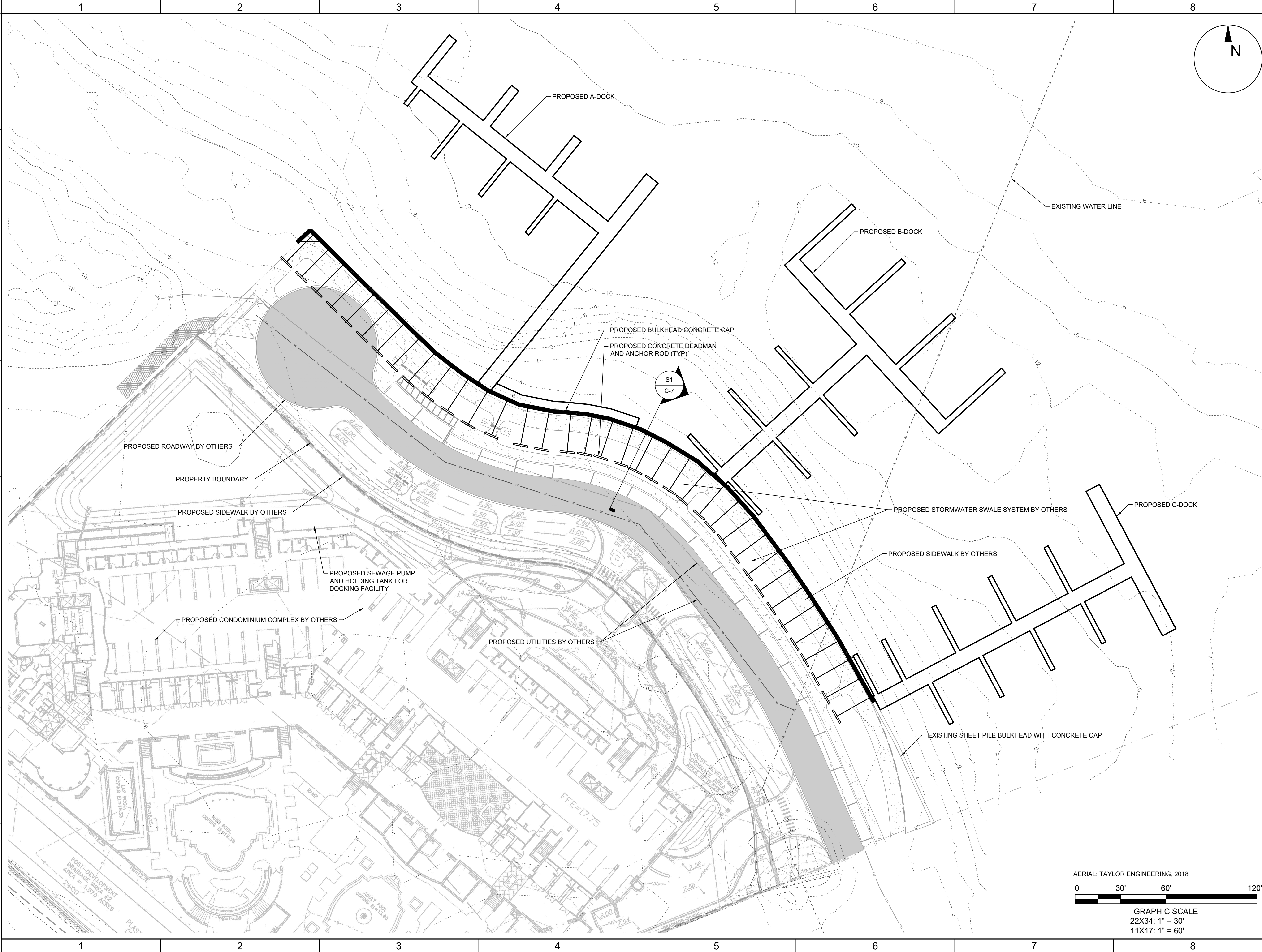
SHEET 3 OF 8

AERIAL: TAYLOR ENGINEERING, 2018



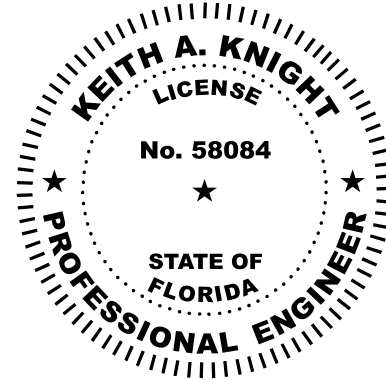
GRAPHIC SCALE
22X34: 1" = 30'
11X17: 1" = 60'

ANTON FLEVELLING, 9/23/2020 4:07:45 PM, X:\projects\2017-004-01 Pointe Resort Marina Construction\Bulkhead And Utilities\2020-020-C-5 Site Plan.dwg



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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040

REGISTRY # 4815



KEITH A. KNIGHT P.E.# 58084

PROJECT TITLE

POINTE RESORT DOCKING
FACILITY
OKALOOSA COUNTY, FLORIDA

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										DATE
										REVISIONS / SUBMISSIONS
										NO
										ZONE

PROJECT NO	C2020-020
DATE	SEPT 2020
DESIGNED	KAK
DRAWN	AF
CHECKED	MD
REVIEWED	MAT
SCALE	AS SHOWN

DRAWING TITLE

PROJECT OVERVIEW
WITHOUT AERIAL

C-5

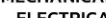
SHEET 5 OF 8

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CATHY SHELL, 6/19/2018 5:36:54 PM, X:\sys\Projects\c2015-058 Norriego Point\Construction Recreation\c2015-058-C Rec Overview.dwg

HF

GENERAL NOTE: VOLTAGE DROP BETWEEN THE POWER PEDESTALS TO DISTRIBUTION SUBSTATION PANEL SHALL BE LESS THAN 3% AND VOLTAGE DROP BETWEEN THE SUBSTATION AND MAIN PANEL SHALL BE LESS THAN 2% FOR A COMBINED VOLTAGE DROP OF LESS THAN 5%.

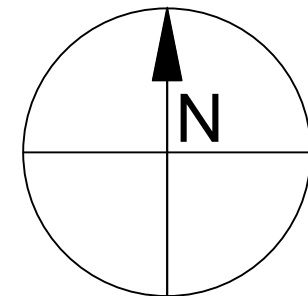
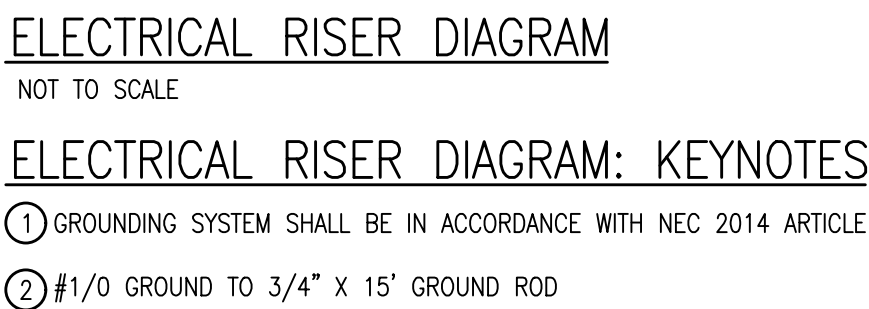
S OF 3#3/0#1G, 2°C (EACH)



H.M. YONGE & ASSOCIATES, INC.
CONSULTING ENGINEERS // EST. 1988

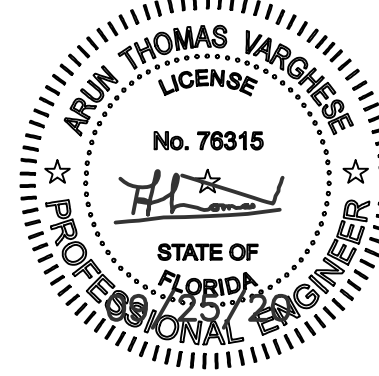
51 EAST GREGORY STREET
PENSACOLA, FLORIDA 32502
PHONE: (850)434-2661

CERTIFICATION OF AUTHORIZATION No. 5254
MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. FLORIDA REG. NO. 32093
MECHANICAL ENGINEER: TIMOTHY J. MITCHELL, P.E. FLORIDA REG. NO. 66792
ELECTRICAL ENGINEER: ARUN T. VARGHESE, P.E. FLORIDA REG. NO. 76315



TAYLOR ENGINEERING INC.
 4300 LEGENDARY DRIVE
 SUITE C246
 DESTIN, FLORIDA 32541
 (850) 460-7040

REGISTRY # 4815



PROJECT TITLE

POINTE RESORT DOCKING
FACILITY
OKALOOSA COUNTY, FLORIDA

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SEE SHEET C-2 FOR GENERAL NOTES. THIS
PAGE NOT VALID WITHOUT SHEET C-2

PRELIMINARY DRAWINGS: THESE DRAWING
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NOT INTENDED FOR CONSTRUCTION.

[illegible]

PROJECT NO	C2020-020
DATE	SEPTEMBER 25, 2020
DESIGNED	A. VARGHESE
DRAWN	A. VARGHESE
CHECKED	A. VARGHESE
REVIEWED	.
SCALE	AS SHOWN

DRAWING TITLE

ELECTRICAL RISER & PANEL SCHEDULES

E-2.1

SHEET X OF X

H. M. YONGE AND ASSOC. JOB# 20-06

Fire Hose Cabinet (Eaton Marina Power and Lighting)

See Eaton website for Fire Hose Cabinet

Be prepared for a fire emergency at your marina. The Fire Hose Cabinet houses a 100 ft. fire hose, and available optional extinguisher and red illumination.

Dimensions

	Std.	Opt.
Height	61.25	22.00 (1.2 ft.)
Width	34.12	60.00
Depth	9.25	23.00

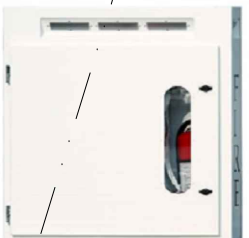
Standard Features

- 100 ft. 1 in. (100 ft.)
- Heavy 316 Stainless Steel Housing that is Powder Coated with a Polyester Resin
- HEMA 3K (Hose)
- Fully Casketed Door Available Options

Available Options

- Steel 1770 Illumination with Marine "100" Seal
- 200 ft. Fire Extinguisher with Window for Visibility

EATON FIRE HOSE CABINET INFORMATION



FIRE PROTECTION SPECIFICATIONS:

WATER PIPING SHALL BE RIGID SCHEDULE 80 PVC. PIPE SHALL BE IRON PIPE SIZES (IPS) CONFORMING TO ASTM D 1785 WITH INJECTION MOLDED SCHEDULE 80 PVC FITTINGS CONFORMING TO ASTM D 2467. PIPE AND FITTINGS SHALL CONFORM TO NSF STANDARD 61 AND NSF STANDARD 14.

MINIMUM PIPE BURY DEPTH IS 30-INCHES. SEE DESTIN WATER USER DETAILS.

THE PIPING SYSTEMS SHALL BE PRESSURE TESTED AT 200 PSI FOR A DURATION OF NOT LESS THAN 2-HOURS.

ALL SCREWS, HANGERS, STRAPS AND MEANS OF ATTACHMENT USED TO SECURE THE PIPING TO THE DOCKS SHALL BE 316 STAINLESS STEEL. MAXIMUM HANGER SPACING SHALL BE 36-INCHES.

THE FIRE PROTECTION CONTRACTOR SHALL SUBMIT HYDRAULIC CALCULATIONS AND THE FINAL PIPE LAYOUT TO THE ENGINEER OF RECORD AS PART OF THE SHOP DRAWING REVIEW PROCESS.

FIRE PROTECTION CODES AND STANDARDS:

FLORIDA BUILDING CODE – BUILDING (2017 ED WITH ALL SUPPLEMENTS)

NFPA 14–2013 – STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS

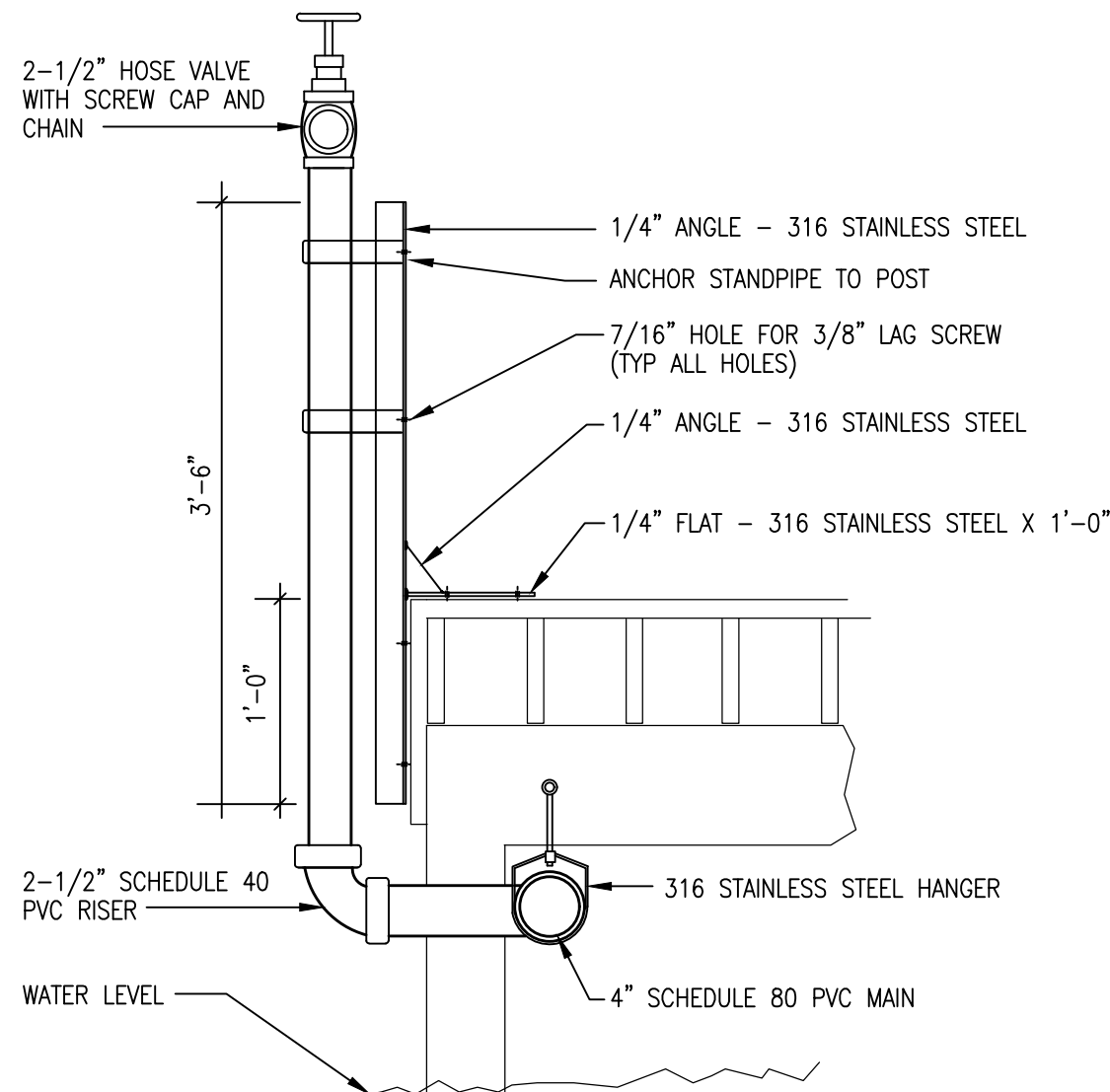
NFPA 303–2013 – MARINAS AND BOATYARDS

FIRE PROTECTION KEY NOTES:

- MARINA ALARM AND EMERGENCY SIGNALING PEDESTAL WITH FIRE EXTINGUISHER CABINET. SEE ELECTRICAL DRAWINGS.
- 2–1/2" STANDPIPE WITH HOSE CONNECTION AND SCREWED CAP.
- 4"x2–1/2"x2–1/2" FREE STANDING DRY FDC INLET. PROVIDE PERMANENT SIGNAGE INDICATED THE DOCK SERVED BY THE FDC.
- 8" TAP ON 14" WATER DISTRIBUTION MAIN PER DESTIN WATER USERS DETAILS.
- SLEEVE PIPING UNDER PAVED ROAD.
- EATON MARINA FIRE HOSE CABINET WITH 100 FT HOSE.

STANDPIPE DESIGN CRITERIA

CLASSIFICATION: CLASS I, MANUAL, DRY



DOCK STANDPIPE DETAIL
NOT TO SCALE



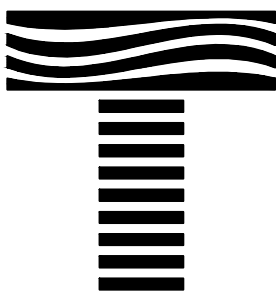
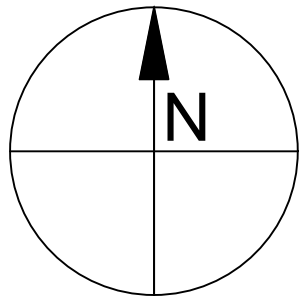
FIRE PROTECTION PLAN
SCALE: 1" = 30'-0"

H.M. YONGE & ASSOCIATES, INC.
CONSULTING ENGINEERS // EST. 1988

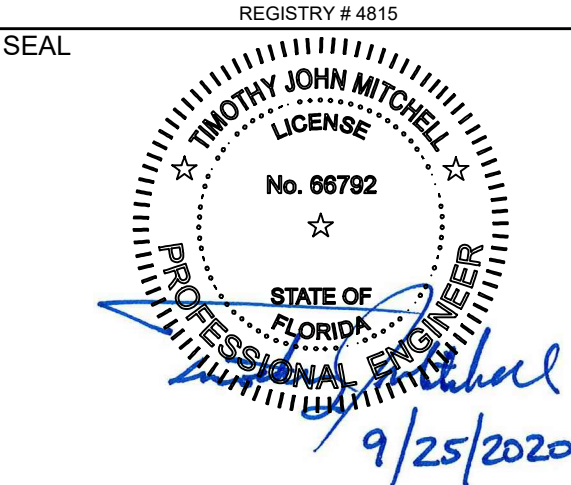
51 EAST GREGORY STREET
PENSACOLA, FLORIDA 32502
PHONE: (850)434-2661

CERTIFICATION OF AUTHORIZATION No. 5254
MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. FLORIDA REG No. 32093
MECHANICAL ENGINEER: TIMOTHY J. MITCHELL, P.E. FLORIDA REG No. 66792
ELECTRICAL ENGINEER: ARUN T. VARGHESE, P.E. FLORIDA REG No. 76315

H. M. YONGE AND ASSOC., JOB# 20-061



TAYLOR ENGINEERING INC.
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040



PROJECT TITLE

POINTE RESORT DOCKING FACILITY
OKALOOSA COUNTY, FLORIDA

Call 811 before you dig.

SEE SHEET C-2 FOR GENERAL NOTES. THIS PAGE NOT VALID WITHOUT SHEET C-2

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW. NOT INTENDED FOR CONSTRUCTION.

PROJECT NO	C2020-020
DATE	SEPTEMBER 25, 2020
DESIGNED	T. MITCHELL
DRAWN	T. MITCHELL
CHECKED	T. MITCHELL
REVIEWED	.
SCALE	AS SHOWN

DRAWING TITLE

FIRE PROTECTION PLAN

F-1

SHEET X OF X



WATER PIPING SHALL BE RIGID SCHEDULE 40 PVC. PIPE SHALL BE IRON PIPE SIZES (IPS) CONFORMING TO ASTM D 1785 WITH INJECTION MOLDED SCHEDULE 40 PVC FITTINGS CONFORMING TO ASTM D 2466. PIPE AND FITTINGS SHALL CONFORM TO NSF STANDARD 61 AND NSF STANDARD 14.

MINIMUM PIPE BURY DEPTH IS 30-INCHES. SEE DESTIN WATER USER DETAILS.

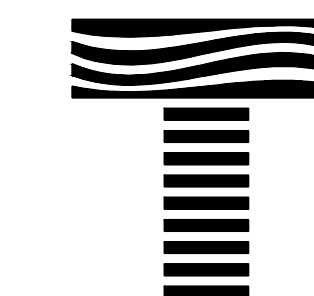
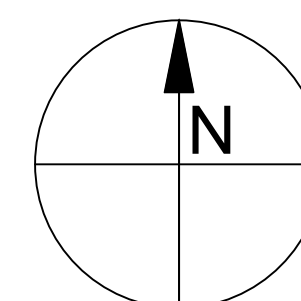
ALL SCREWS, HANGERS, STRAPS AND MEANS OF ATTACHMENT USED TO SECURE THE PIPING TO THE DOCKS SHALL BE 316 STAINLESS STEEL. MAXIMUM HANGER SPACING SHALL BE 36-INCHES.

THE BACKFLOW PREVENTER SHALL BE A REDUCED PRESSURE VALVE ASSEMBLY
EQUAL TO WATTS LFO09. INSTALL WITH 2" CLOSED CELL FOAM INSULATION PAINTED
WITH TWO COATS OF WHITE ACRYLIC PAINT.

FLORIDA BUILDING CODE – BUILDING (2017 ED WITH ALL SUPPLEMENTS)

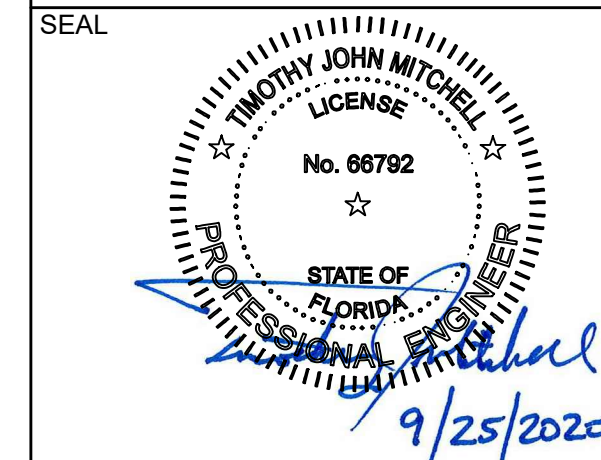
FLORIDA BUILDING CODE – PLUMBING (2017 ED WITH ALL SUPPLEMENTS)

- ① 2" WATER METER AND 3" BACKFLOW PREVENTER PER DESTIN WATER USERS DETAILS.
- ② 3" SADDLE TAP ON 14" WATER MAIN PER DESTIN WATER USERS DETAILS.
- ③ 2" WATER DISTRIBUTION PIPE ROUTED UNDER FIXED DOCK AND THROUGH DOCK STRUCTURE.
- ④ 1" WATER PIPE TO POWER/WATER PEDESTAL.
- ⑤ 2" DOCK ISOLATION VALVE WITH 3/4" DRAIN VALVE. PROVIDE HOSE CONNECTION AND SCREW ON CAP ON DRAIN VALVE.



4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FLORIDA 32541
(850) 460-7040

REGISTRY # 4815



PROJECT TITLE

OKALOOSA COUNTY, FLORIDA

Call 811 before you dig.

SEE SHEET C-2 FOR GENERAL NOTES. THIS
PAGE NOT VALID WITHOUT SHEET C-2

PRELIMINARY DRAWINGS: THESE DRAWINGS
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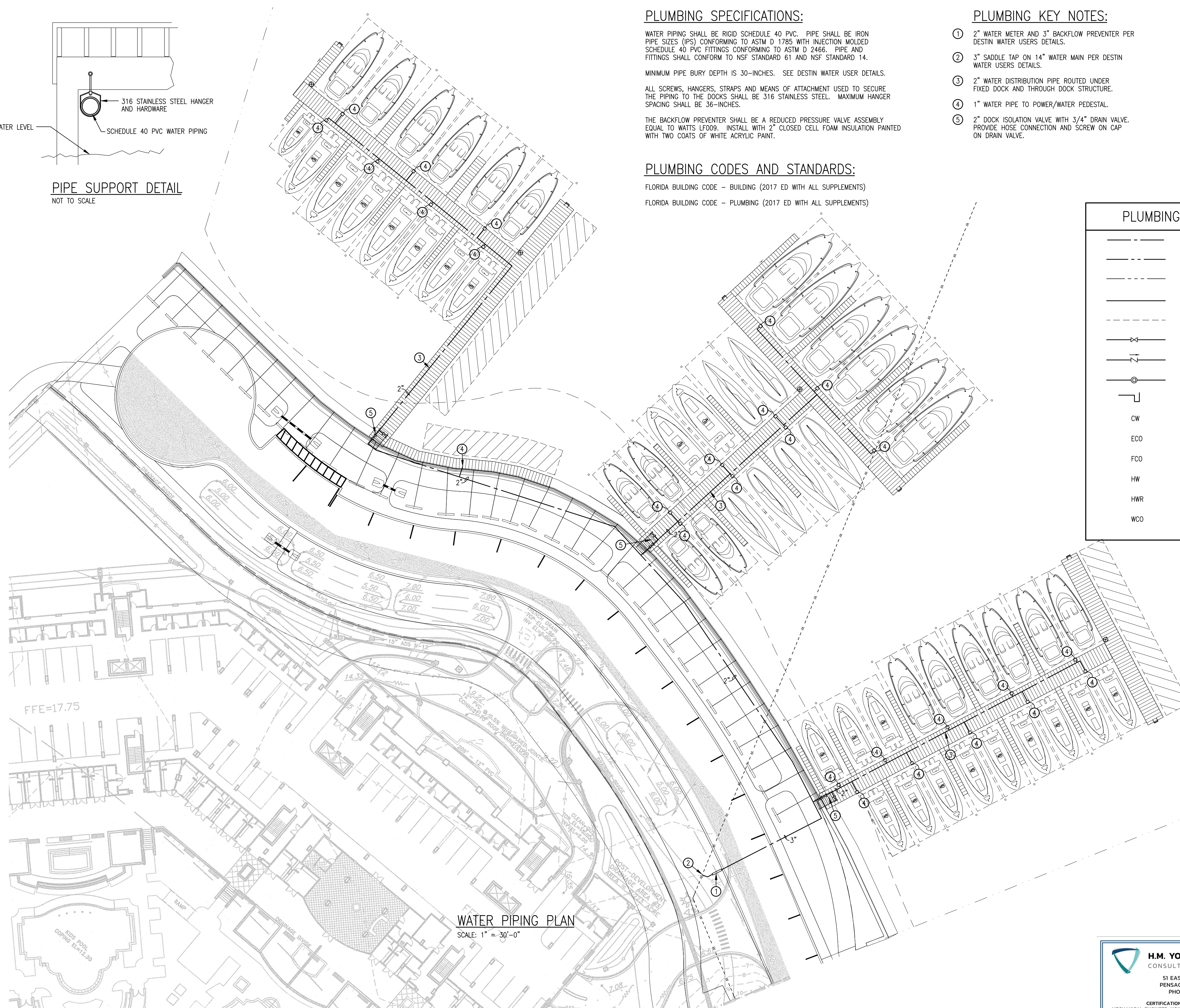
PROJECT NO	C2020-020
DATE	SEPTEMBER 25, 2020
DESIGNED	T. MITCHELL
DRAWN	T. MITCHELL
CHECKED	T. MITCHELL
REVIEWED	.

DRAWING TITLE

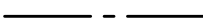
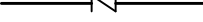
WATER PIPING PLAN

P-1

SHEET X OF X



PLUMBING LEGEND

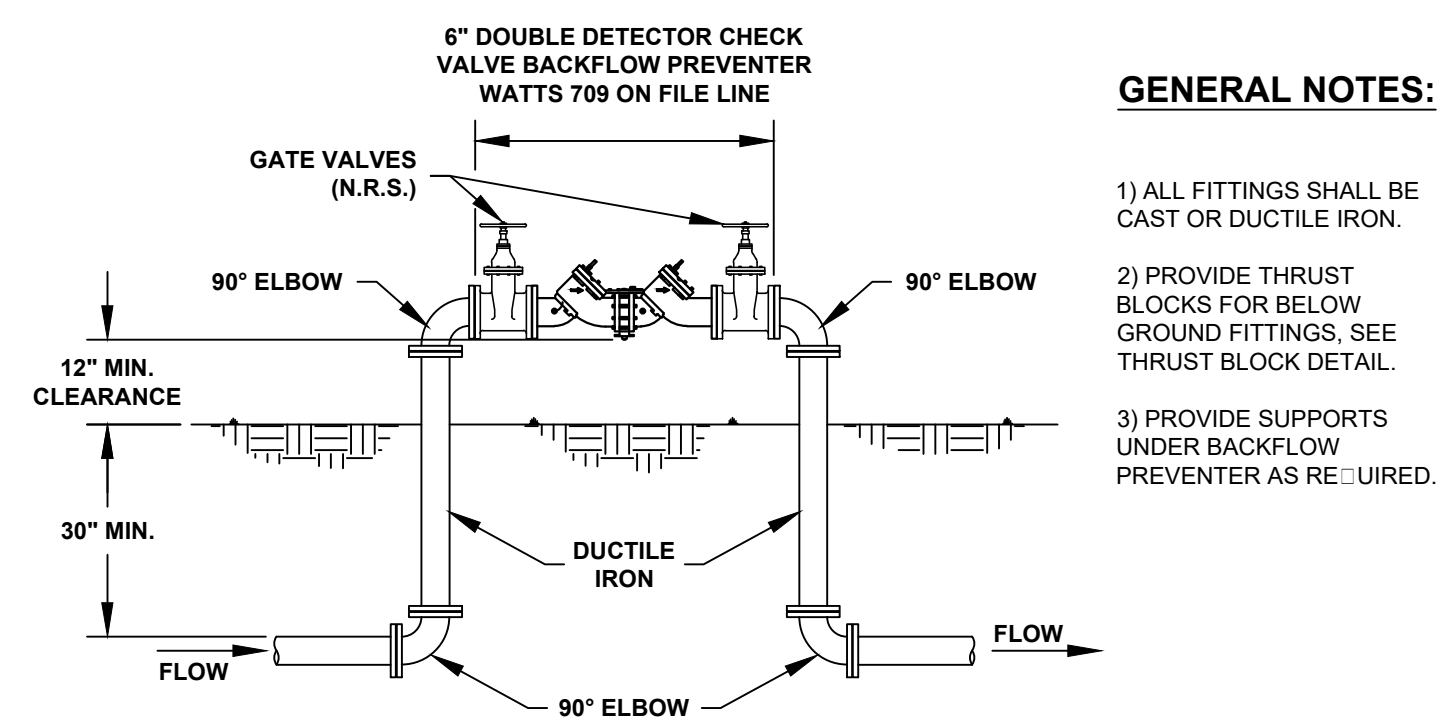
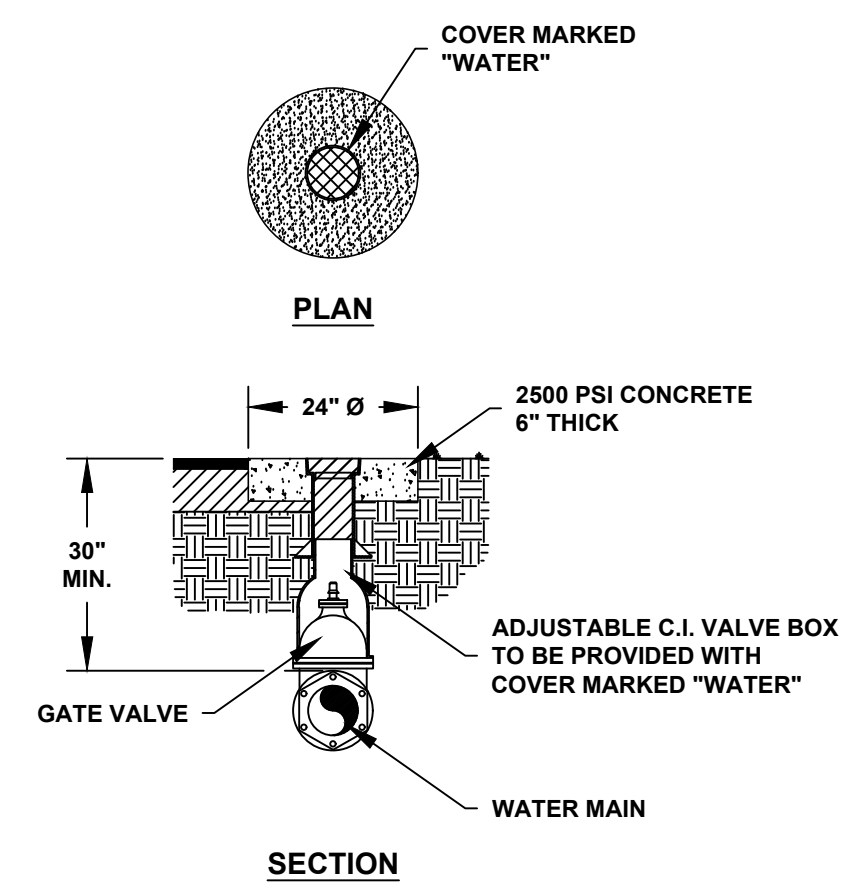
	COLD WATER PIPING
	HOT WATER PIPING
	HOT WATER RETURN PIPING
	WASTE PIPING
	VENT PIPING
	BALL VALVE
	CHECK VALVE
	BALANCING VALVE
	P-TRAP
CW	COLD WATER
ECO	EXTERIOR CLEANOUT
FCO	FLOOR CLEANOUT
HW	HOT WATER
HWR	HOT WATER RETURN
WCO	WALL CLEANOUT



H.M. YONGE & ASSOCIATES, INC.
CONSULTING ENGINEERS // EST. 1988

CERTIFICATION OF AUTHORIZATION No: 5254
MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. FLORIDA REG No. 32093
MECHANICAL ENGINEER: TIMOTHY J. MITCHELL, P.E. FLORIDA REG No. 66795
ELECTRICAL ENGINEER: ARUN T. VARGHESE, P.E. FLORIDA REG No. 76315

H. M. YONGE AND ASSOC. JOB# 20-061



DATE:	REV #	DATE	BY	REASON
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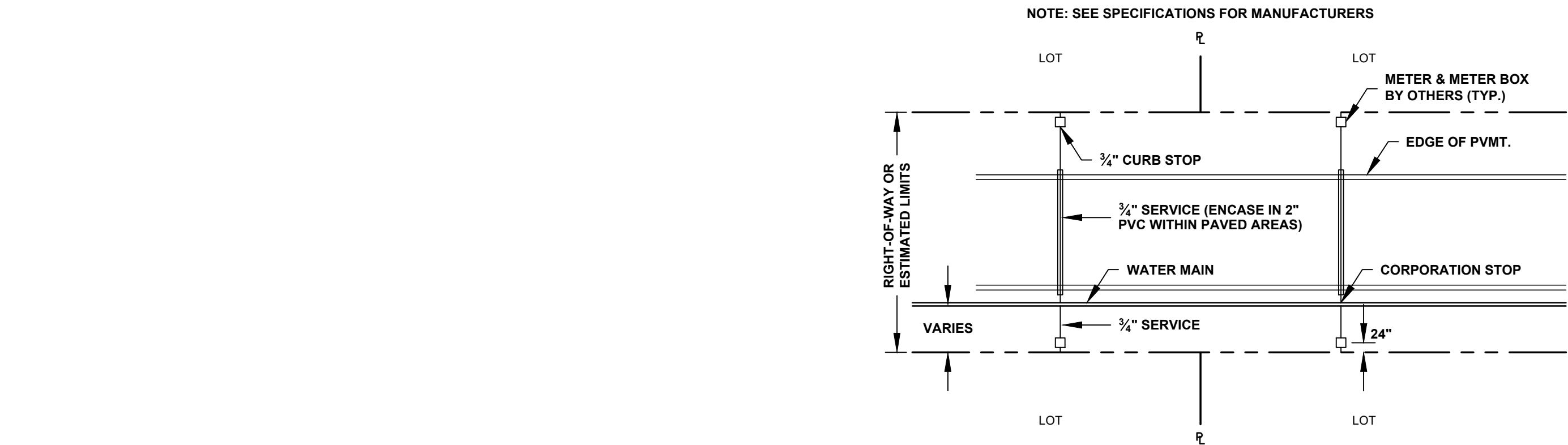


DESTIN WATER USERS, INC.

14 INDUSTRIAL PARK LANE,

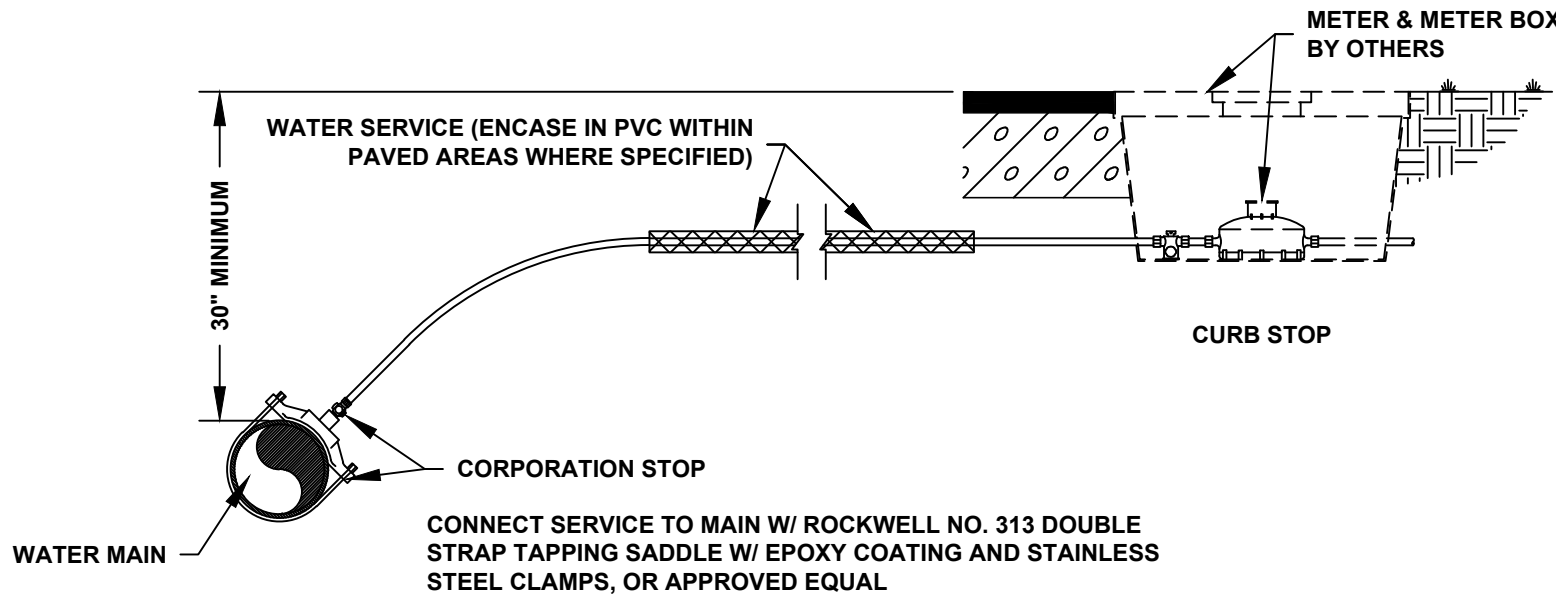
DESTIN, FL 3254
(850) 837-6146

(850) 837-6146



SINGLE WATER SERVICE CONNECTION PLAN

SCALE: 1" = 20'

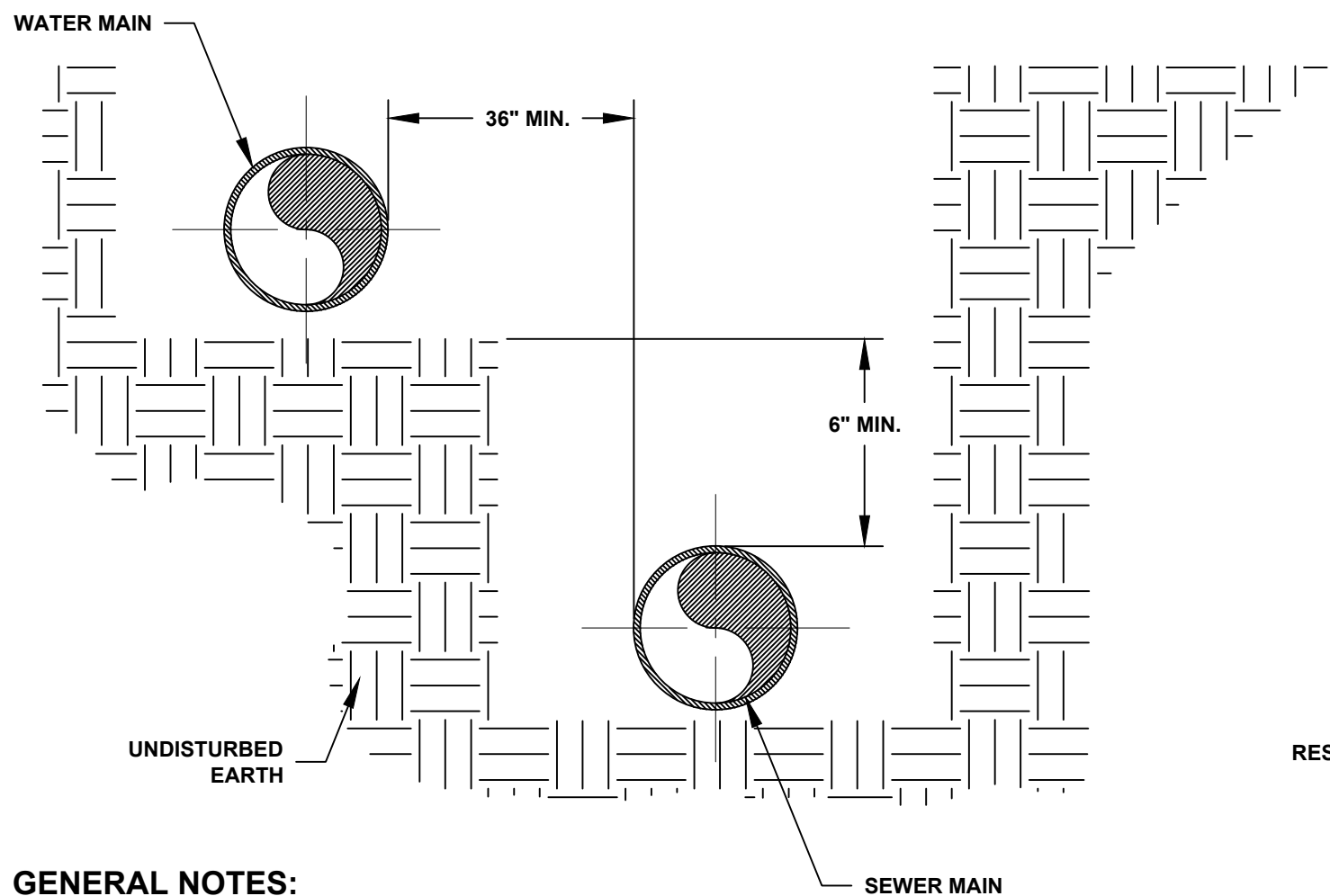


WATER SERVICE CONNECTION DETAIL

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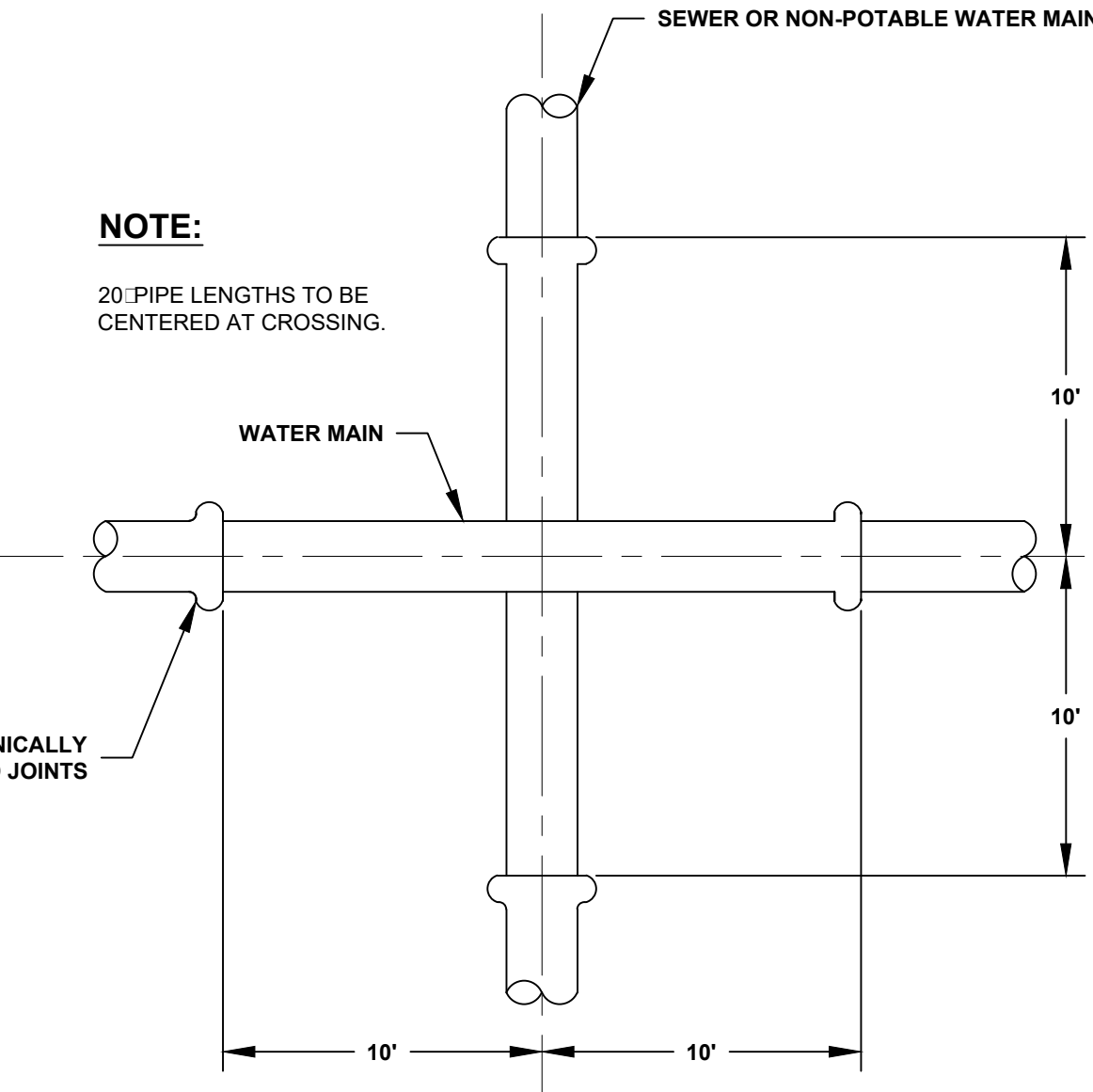
GENERAL NOTES:

- 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.



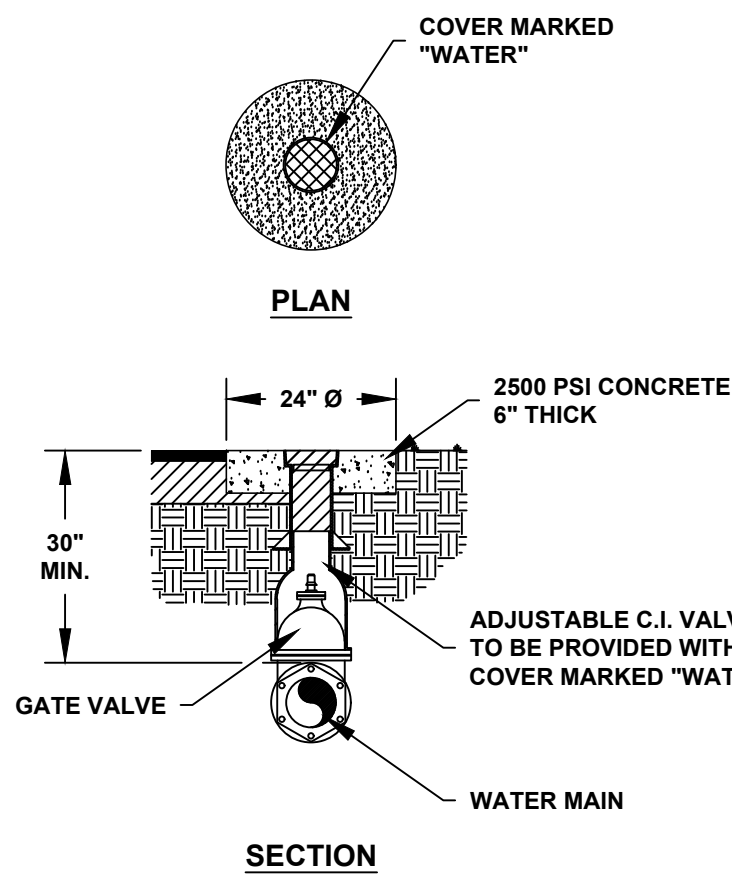
WATER/SEWER SEPARATION DETAIL

SCALE: N.T.S.



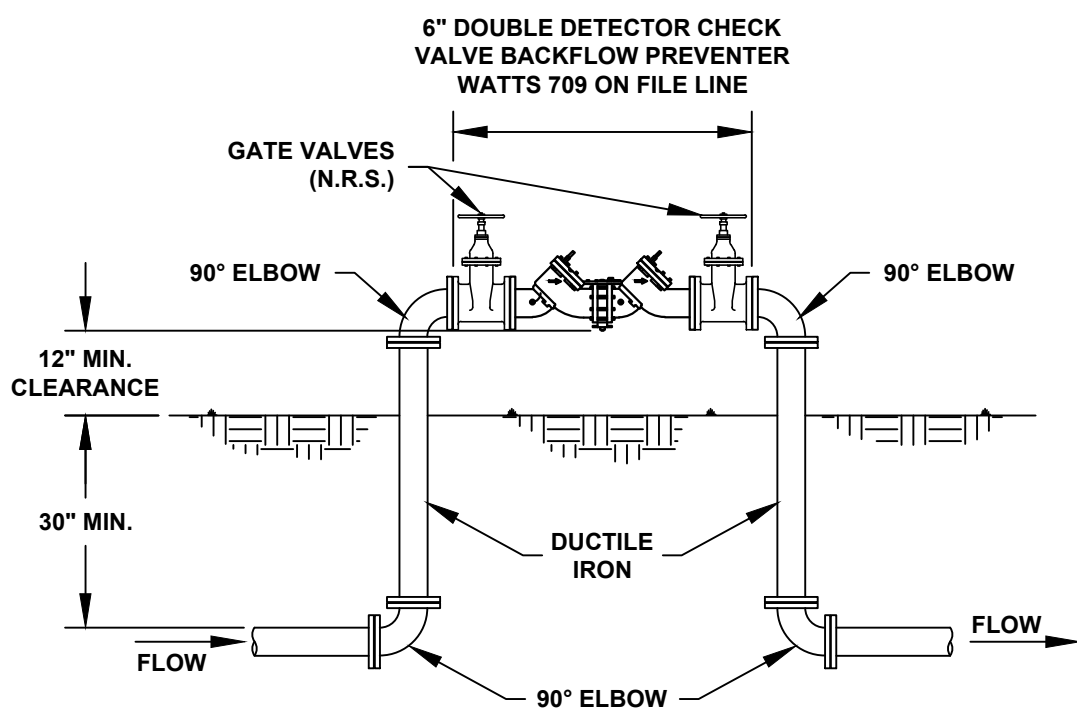
GENERAL NOTES:

- 1) WHERE A 6 FOOT PARALLEL SEPARATION CANNOT BE MAINTAINED BETWEEN A WATER MAIN AND A SEWER MAIN OR NONPOTABLE WATER MAIN, THEN THE WATER MAIN SHALL BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF WITH 3 FOOT MINIMUM HORIZONTAL SEPARATION (MEASURED OUTSIDE OF PIPE) AND 6 INCHES MINIMUM (12 INCHES PREFERRED) ABOVE THE TOP OF THE SEWER MAIN OR NONPOTABLE WATER MAIN.
- 2) WHERE A 12 INCH VERTICAL SEPARATION DISTANCE CANNOT BE MAINTAINED BETWEEN A WATER MAIN AND A SEWER MAIN OR NONPOTABLE WATER MAIN CROSSING THEN THE WATER MAIN SHALL PASS OVER THE SEWER MAIN OR NONPOTABLE WATER MAIN WITH A MINIMUM VERTICAL CLEARANCE OF 6 INCHES. THE SEWER OR NONPOTABLE WATER MAIN SHALL BE 20 FEET OF 6" CONCRETE ENCASEMENT CENTERED ON THE POINT OF CROSSING AND THE WATER MAIN SHALL BE 20 FEET OF 6" CONCRETE ENCASEMENT CENTERED ON THE POINT OF CROSSING. CONCRETE ENCASEMENT SHALL BE POURED SEPARATELY FOR EACH PIPE.



GATE VALVE AND VALVE BOX DETAIL

SCALE: 1" = 2'

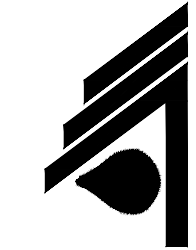
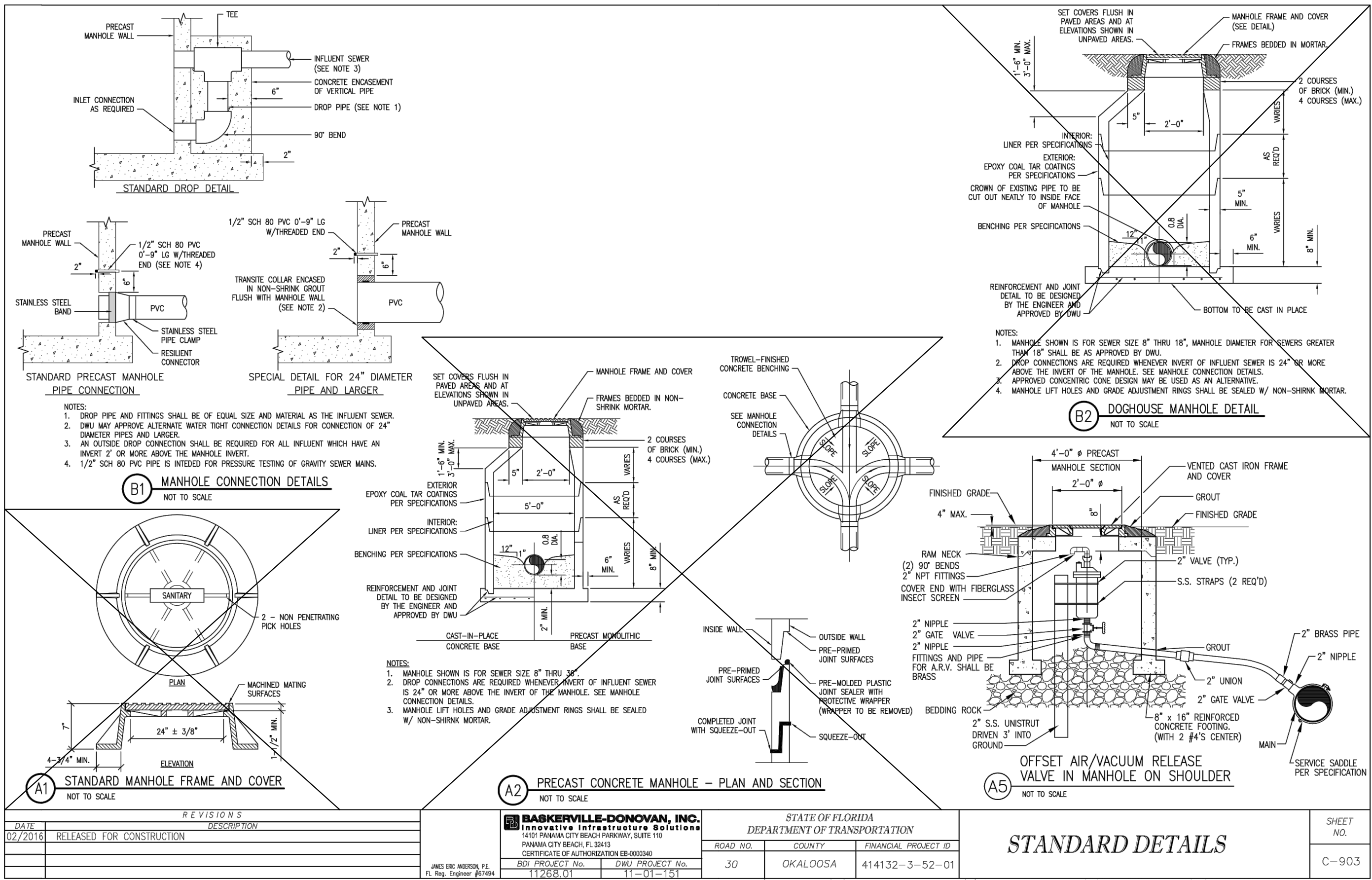


BACKFLOW PREVENTER DETAIL

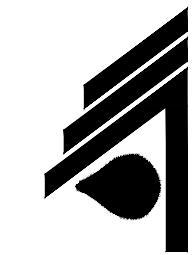
SCALE: 1" = 2'

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.



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DWU TYPICAL DETAILS

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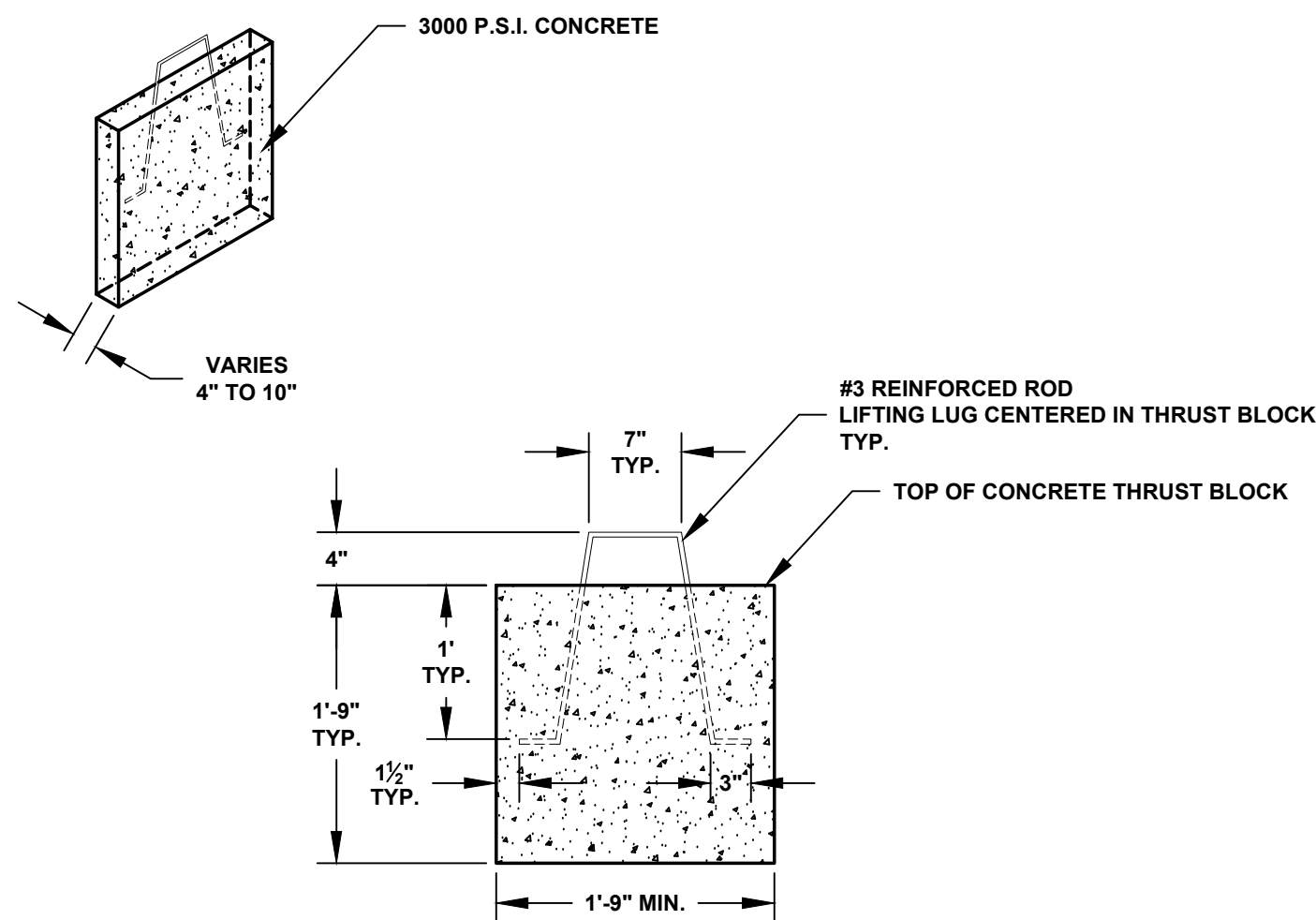
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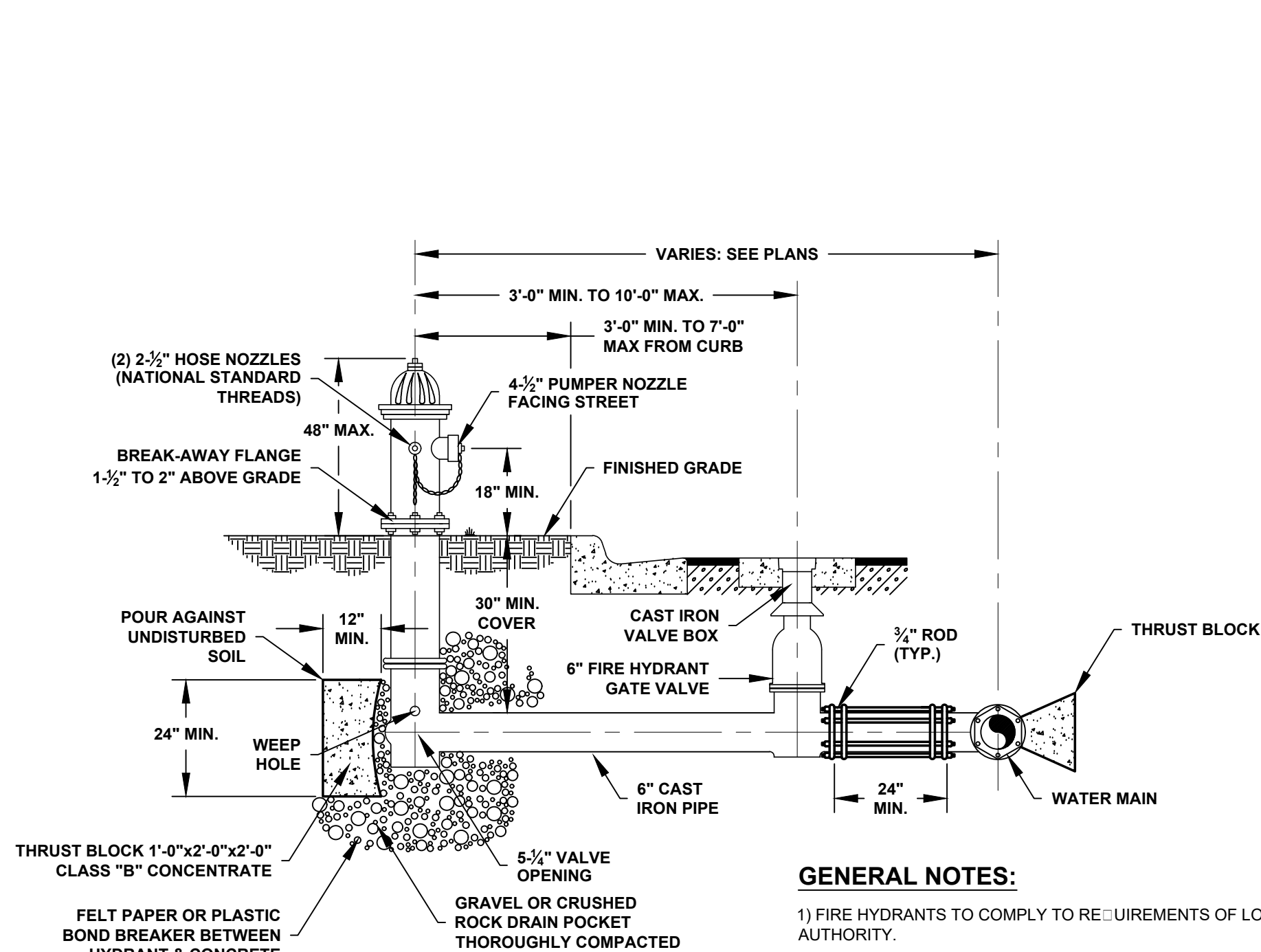


GENERAL NOTES:

1) ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST DESTIN WATER USERS APPROVED MATERIAL SPECIFICATION MANUAL.

THRUST BLOCK DETAIL

SCALE: N.T.S.

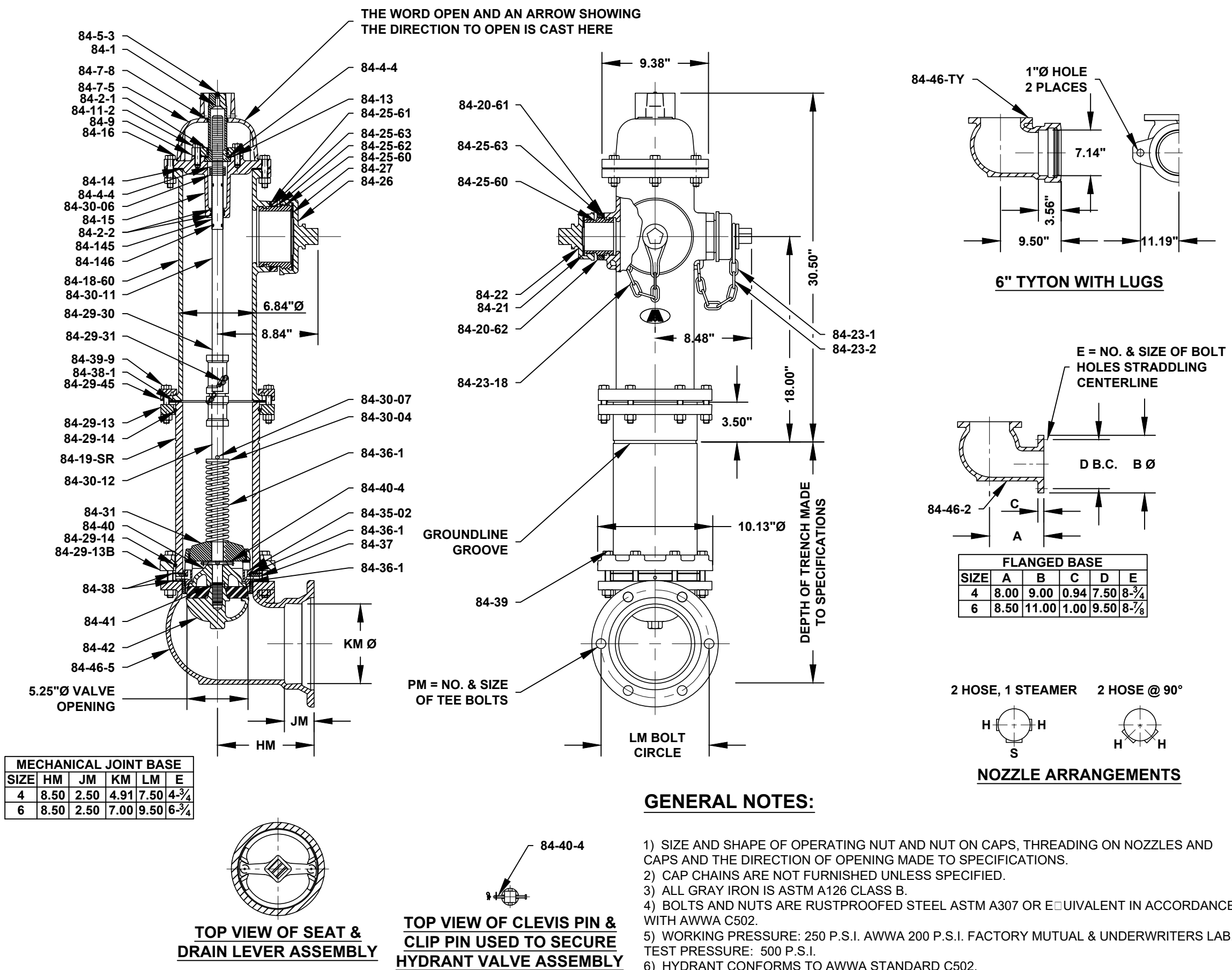


GENERAL NOTES:

- 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'



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.

5-1/4" B84B-5 AMERICAN DARLING HYDRANT WITH TAMPER PROOF COVER

SCALE: N.T.S.

SECTION 4 - SANITARY SEWER PUMPING SYSTEM										DESTIN WATER USERS, INC. 14 INDUSTRIAL PARK LANE, DESTIN, FL 32541 (850) 837-6146		NOTES:	SPECIFICATIONS	REASON			
DATE:	REV #	DATE	BY														
AUGUST 1, 2016	1																
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DRAWN BY:	ER																
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SHEET:	X OF X																

4-1 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.

4-2 CODES AND STANDARDS

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 62-604 OF THE FLORIDA D.E.P. 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.

4-3 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.

4-4 PRODUCTS/MATERIALS

4-4.1 PUMPS

PUMP MOTORS SHALL BE SIZED AS REQUIRED TO BE NON-OVERLOADING AT ANY POINT ON THE PUMP PERFORMANCE CURVE. THE PUMPS SHALL BE WILCO, KSB OR GRUNDFOS 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" GUIDE RAIL SYSTEM. PUMPS MUST BE ABLE TO PASS MINIMUM SPHERE OF 3.0". REFER TO LIFT STATION DETAILS FOR PUMP MODEL AND SPECIFICATIONS.

4-4.2 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.

4-4.3 CONTROL PANEL

PROVIDED BY THE UTILITY COMPANY.

4-4.4 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.

4-4.5 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. THE SEAL SHALL BE MOUNTED 12" OFF THE CONCRETE PAD. EACH CONDUIT SHALL ENTER THE CONTROL PANEL DIRECTLY UNDER THE CORRESPONDING CONTROL POINT.

4-5 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.

4-5.1 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.

4-5.2 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.

4-5.3 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" 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.

4-5.4 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 (ROUND) BUT IS NOT TO INTERFERE WITH PUMP OPERATION.

4-5.5 FLOAT HANGER

PROVIDED BY DWU.

4-5.6 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.

4-5.7 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.

4-5.8 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.

4-6 DRYWELL SECTION

THIS SECTION APPLIES TO LIFT STATIONS DISCHARGING 300 GALLONS PER MINUTE OR LESS. ALL OTHERS WILL BE SUBMITTED FOR APPROVAL.

4-6.1 DRYWELL

A PRECAST CONCRETE UTILITY BOX WITH OUTSIDE DIMENSION OF 6X5X4 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.

4-6.2 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.

4-6.3 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.

4-6.4 CHECK VALVE

CHECK VALVES SHALL BE OUTSIDE SPRING AND LEVER 4" FLAT FLANGE STYLE AS MANUFACTURED BY AVK. TWO ARE REQUIRED.

4-6.5 PLUG VALVE

PLUG VALVES SHALL BE 1/4 TURN FLAT FLANGE STYLE AS MANUFACTURED BY VAL MATIC.

4-6.6 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 C509.

4-6.7 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.

4-6.8 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.

4-6.9 PRESSURE GAUGE

ONE LIQUID FILLED, STAINLESS STEEL, 0 TO 100 PSI PRESSURE GAUGE WITH 1/2" FACE SHALL BE USED ON EACH DISCHARGE PIPE WITH A PETCOCK VALVE.

4-6.10 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 PLASTICODDITIES (MODEL #PBF 380).

4-6.11 MISCELLANEOUS HARDWARE

THE CONTRACTOR SHALL SUPPLY ALL MISCELLANEOUS HARDWARE. ALL MISCELLANEOUS HARDWARE SHALL BE OF TYPE 304 ALLOY, STAINLESS STEEL CONSTRUCTION.

4-7 WATER SERVICE

A 3/4" WATER SERVICE SHALL BE SUPPLIED AS SHOWN. LOCATION TO BE COORDINATED WITH DESTIN WATER USERS.

4-8 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.

4-9 EASEMENT

A RECORDED EASEMENT SHALL BE REQUIRED FOR ALL LIFT STATIONS AND FORCEMAINS THAT ARE NOT ON RIGHTS OF WAY. ALL COSTS OF RECORDING EASEMENTS SHALL BE THE RESPONSIBILITY OF THE OWNER.

4-10 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.

4-11 PIPING AND PIPE FITTINGS

4-11.1 CAST IRON PIPE

ALL CAST-IRON SHALL BE CENTRIFUGALLY CAST CONFORMING TO ANSI A21.6, 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.

4-11.1.1 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.

4-11.1.2 FITTINGS

FITTINGS SHALL MEET ANSI STANDARD SPECIFICATION A21.10, CAST-IRON FITTINGS, 2-INCH THROUGH 48-INCH FOR WATER AND OTHER LIQUIDS. MINIMUM PRESSURE RATING SHALL BE EQUAL TO THAT OF THE PIPE SPECIFIED.

4-11.2 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.

4-11.3 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.

4-12 INSTALLATION

4-12.1 LIFT STATION AND APPURTENANCES

4-12.1.1 GENERAL

THE LIFT STATION AND APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS OR THE REQUIREMENTS OF DESTIN WATER USERS, WHICHEVER IS MORE STRINGENT.

4-12.1.2 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 PUMPS OFF LEVEL. IF THE LEAD PUMP FAILS FOR ANY REASON, AN OVERRIDE CONTROL SHALL BEGIN OPERATING THE LAG PUMP.

4-12.1.3 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.

4-12.2 PRESSURE PIPING

4-12.2.1 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 WEDGED 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 ELUIDISTANT 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 PIPING SHALL CONFORM TO SECTION 2 OF THESE SPECIFICATIONS. PROVIDE A MINIMUM OF 30" OF COVER OVER SEWER PRESSURE PIPING.

4-13 TESTING

TESTING OF THE PRESSURE CONDUIT SHALL CONFORM TO SECTION 115 UNDER POTABLE WATER SYSTEM OF THESE SPECIFICATIONS.

4-14 AS-BUILT CERTIFICATION

IN ACCORDANCE WITH THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 62-604, 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.

4-15 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

This plan is conceptual with intent to show the proposed docking facility in context with the previously-approved upland condominium and City-owned right-of-way. Additional details for these facilities are contained in the permit drawings submitted with Major Development Order Application 20-32-SP and as part of approved DO 09-17. This plan is not intended to be a comprehensive representation of these facilities and does not in any way alter the details or requirements set forth therein. The final development will comply with all details and requirements contained in the permit drawings, except to the extent superseded by the Florida Department of Environmental Protection's approved Norriego Point Recreational Improvement Project.

LOCATIONS AND DIMENSIONS ARE APPROXIMATE



**ROW Improvements
(Norriego Point Recreation
Improvement Plan)**

**Norriego Point
(City of Destin)**

**Pointe Resort Private
Multi-Family Docking Facility**

Destin Harbor

East Pass

**Pointe Resort Condominium
(DO #09-17)**

Riparian Line

Riparian Line



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE SUITE C246
DESTIN, FL 32541
REGISTRY # 4815

CONCEPTUAL MASTER PLAN
POINTE RESORT CONDOMINIUM AND PRIVATE MULTI-FAMILY DOCKING FACILITY
DESTIN, FL

PROJECT	C2017-004-01
DRAWN BY	AF
SHEET	
DATE	OCT 2021



FLORIDA DEPARTMENT OF Environmental Protection

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

Rick Scott
Governor
Carlos Lopez-Cantera
Lt. Governor
Noah Valenstein
Secretary

Permittees/Authorized Entities:

Pointe Mezzanine, LLC and
Pointe Resort, LLC
c/o Robert Guidry
1901 Manhattan Blvd.
Building H, Suite 101
Harvey, Louisiana 70058
Mark.embree@arlaw.com

Pointe Resort Docking Facility

Authorized Agent:
Matthew Trammell
Taylor Engineering Inc.
4300 Legendary Drive, Suite C246
Destin, Florida 32541
mtrammell@tayloengineering.com

Environmental Resource Permit State-owned Submerged Lands Authorization – Granted Pending Document Execution

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County
Permit No.: 0251677-007-EI/46
Lease File No.: 460338621

Permit Issuance Date: January 03, 2019
Permit Construction Phase Expiration Date: January 03, 2024

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittees: Pointe Mezzanine, LLC and Pointe Resort, LLC

Grantee: Pointe Mezzanine, LLC

Permit No: 0251677-007-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at the west end of Gulf Shore Drive, Destin, Florida 32541, Parcel IDs [00-2S-24-0000-0034-0000](#) and [00-2S-24-0000-0034-0020](#), in Section 00, Township 02 South, Range 22 West in Okaloosa County, at 30°23'28.20" North Latitude, 86°30'31.80" West Longitude.

PROJECT DESCRIPTION

The permittee is authorized to construct a 53-slip private residential multi-family docking facility and to dredge approximately 8,855 cubic yards of materials. In addition, the permittee is authorized to install a fixed sewage pumpout system connected to an upland collection system and place approximately 600 linear feet of riprap along an existing bulkhead which is the boundary between uplands and the dredge limits. The docking facility will consist of 50 permanent slips and 3 flexible mooring areas for a total of 53 slips. This facility will be used in conjunction with an upland 79-unit condominium. The proposed dredging will consist of 2,898 cubic yards of sovereignty submerged lands and 5,957 cubic yards of privately owned uplands for a total of 8,855 cubic yards of dredged materials. The proposed dredge depth is -8 feet NAVD88. The project is located within Destin Harbor, a Class III Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the preemption of 100,174 square feet of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

The permittee's net positive public benefit required by rule 18-21.004(4)(b)2.e., F.A.C., shall be a cash contribution to the Trust for Public Land in the amount of \$500,000 for the Leonard Destin Park project. The permittee shall provide proof to the Department's Northwest District Office that the \$500,000 has been paid to the Trust for Public Land prior to the permittee's receipt of a fully executed lease.

AUTHORIZATIONS

Pointe Resort Docking Facility

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. On December 4th, 2018, the Board of Trustees granted authority for the Department, acting as staff to the Board in accordance with Sections 253.002, F.S., to proceed with issuance of a lease for the use for the activity described.

The final documents required to execute the lease will be sent to the permittee/lessee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions in the previously issued Recommended Consolidated Intent to Issue lease. **You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.**

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps entitled “Coordination Agreement Between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit,” Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

4. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU’s above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
5. The permittee’s net positive public benefit project [pursuant to rule 18-21.004(4)(b)2.e., F.A.C.] is a contribution of \$500,000 to the Trust for Public Land for exclusive application towards water-access amenities at the Leonard Destin Park. Prior to receipt of a fully executed lease, the permittee shall submit proof to the Department’s Northwest District Office that the \$500,000 has been paid to the Trust for Public Land.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

6. If the approved permit drawings and/or narrative conflict with the specific conditions, then the specific conditions shall prevail.

7. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to impervious surfaces, walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

8. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

9. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

10. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:

- a. Immediately cease all work contributing to the water quality violation.
- b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
- c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

11. Unauthorized impacts to wetlands or the littoral zone as a result of the pier or dock construction shall be reported immediately to the Department.

12. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

13. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

14. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

15. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

16. Riprap shall be placed along the toe of the entire bulkhead, approximately 600 linear feet. The slope of the riprap shall be no steeper than 2:1, Horizontal/Vertical.

17. "Riprap" shall consist of unconsolidated boulders, rocks, or clean concrete rubble with no exposed reinforcing rods or similar protrusions. The riprap shall be free of sediment, debris and toxins or otherwise deleterious substances. Riprap shall have a diameter of at least 12 inches to 3 feet.

18. Handrails shall be installed along western waterward faces of the western-most finger piers on "A-dock" and "B-dock" concurrently with dock construction. Handrails shall be constructed to eliminate access by boaters and shall be maintained for the life of the facility. "No Mooring" signs shall be posted on the waterward faces of these structures. The "No Mooring" signs must be installed prior to occupancy.

19. The waterward corners of the dock shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.

SPECIFIC CONDITIONS – SEWAGE PUMPOUT FACILITIES

20. Employees and users of the docking facility shall be trained in the proper use and maintenance of the sewage pump-out system.

21. The sewage pump-out and the upland sewage collection system shall be connected to a department permitted wastewater treatment plant. Please note: direct sewage pump-out hook-up to a wastewater treatment plant may require a permit from the Department's Water Facilities Section.

SPECIFIC CONDITIONS – DREDGING & SPOIL CELL CONDITIONS

22. No dredging or filling of submerged grassbeds or live bottom communities is authorized by this permit.

23. No portion of any dredge related equipment, shall be stored, anchored on, or laid on or over seagrass beds without prior Department approval. Anchoring done to secure the dredge or equipment shall be done within the navigation channel or in areas where seagrass beds are not present during dredging and related activities.

24. Areas to be dredged shall be dredged in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings. The dredged material shall be placed in the self-contained, upland disposal site, as depicted on Sheet 15 of 21. The dewatering/disposal area shall be constructed in a manner which shall prevent the escape of dredged material and associated effluent into wetlands and surface waters. Discharge of water or dredged material to waters of the State shall not be allowed during disposal or transport.

25. The dredge area shall be excavated mechanically or hydraulically. All spoil material shall be properly contained during operation within the project area as well as during transportation to the upland spoil site in a manner that prevents return of the spoil material to wetlands and other surface waters.

26. If at any time spoil disposal cell banks are not stable (i.e., develop a break or leak), corrective actions shall be taken immediately and the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance Assurance Program, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, shall be notified. The

Department telephone number for reporting problems, malfunctions or exceedances under this permit is (850)595-8300 during normal working hours.

SPECIFIC CONDITIONS – MARINE TURTLES AND MANATEES

27. All on-site project personnel are responsible for observing water-related activities for the presence of marine turtles and manatee(s). All in-water operations, including vessels, must be shut down if a sea turtle or manatee comes within 50 feet of the operation. Activities will not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

28. Any **collision** with or injury to a marine turtle or manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with and/or injury to a sea turtle should also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com

SPECIFIC CONDITIONS – SHOREBIRDS

29. Shorebird Nesting Surveys. The term “shorebird” refers to all solitary nesting shorebirds and colonial nesting seabirds. If any project related activities involving movement of equipment or operation of vehicles on the beach are conducted at any time during shorebird breeding season, surveys shall be conducted, and buffers established for the protection of shorebirds, their nests, eggs and chicks. Shorebird breeding season dates for this project area is **February 15 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).

30. Pre-Construction Meeting. The Permittee is responsible for arranging a meeting with the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), and the Bird Monitor(s) before any work begins. The Permittee shall notify the USFWS, the FWC Regional Species Conservation Biologist (contact information available at: <http://www.myfwc.com/shorebirds>), and the Bird Monitor(s) at least 10 business days before the date of that meeting. The purpose of this meeting is to ensure that the Permittee and Bird Monitor(s) fully understand and agree with the protection measures and any additional site-specific measures that need to be taken before, during, and after construction.

31. Bird Monitor Qualifications. Nesting shorebird surveys should be conducted by trained, dedicated individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience. Bird Monitors shall meet the minimum qualifications outlined at <http://myfwc.com/shorebirds>

32. Bird Survey Protocols. Prior to any construction or shorebird surveys, a list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience shall be provided to the FWC (see <http://myfwc.com/shorebirds> for FWC Regional Biologist Contacts) and copied to DEP for review and consultation. Bird Monitors shall use the following survey protocols:

- a) Bird Monitors shall review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org>). An outline of data to be collected, including downloadable field data sheets, is available on the website.
- b) Breeding season surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre- construction activities. One or more shorebird survey routes shall be established in the FSD website to cover these areas. [Note that breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. Please see (<http://www.myfwc.com/shorebirds>) for breeding season dates.] Portions of the project area that will have no project-related activities (including any vehicle or equipment movement) during the nesting season may be excluded from the survey requirements.
- c) During the pre-construction and construction phases of the project, surveys for detecting breeding activity and the presence of flightless chicks shall be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. Once construction is completed and all personnel and equipment have been removed from the beach, surveys shall be conducted at least weekly through the end of the breeding season.
- d) Surveys shall be conducted by walking the length of the project area and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD *Breeding Bird Protocol for Shorebirds and Seabirds*. Use of binoculars is required.
- e) Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Species Conservation Biologist (see <http://myfwc.com/shorebirds> for FWC Regional Biologist Contacts) within 24 hours. All breeding activity shall be reported to the FSD website within one week of data collection.

33. Beach Driving. All vehicles driven on the beach shall be operated in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the vehicle must be operated at a speed less than 10 mph (<6 mph within 100 feet of a posted shorebird nesting area) and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of nesting shorebirds and sea turtles and the potential of chicks and sea turtle hatchlings to be outside posted areas and the need to avoid Take of (including disturbance to) these protected species.

34. Shorebird Buffer Zones and Travel Corridors. Within the project area, the Permittee shall establish a disturbance-free buffer zone around any location where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot wide buffer shall be established to prevent disturbance (this distance is based on published studies). All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. Smaller-site specific buffers may be established if approved in writing by the FWC Regional Species Conservation Biologist (contact information available at: <http://www.myfwc.com/shorebirds>). Separate buffers may be necessary for pedestrians and equipment or vehicular traffic.

- a) The Bird Monitor shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the width of the buffer zone shall be increased immediately to a sufficient size to protect breeding birds.
- b) Reasonable and traditional pedestrian access should not be blocked where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. As stated above, these site-specific buffers must be approved in writing by the FWC Regional Species Conservation Biologist.
- c) Designated buffer zones shall be marked (according to FSA Posting Guidelines: <http://flshorebirdalliance.org/resources/instructions-manuals.aspx>) with posts, twine and FWC-approved signs stating “Do Not Enter, Important Nesting Area” or similar language around the perimeter (see Figure 1). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Species Conservation Biologist, these shall be clearly marked. The posting shall be maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- d) Travel corridors shall be designated and marked outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site. When flightless chicks are present within or adjacent to travel corridors, movement of vehicles shall be adequately monitored by the Bird Monitor, who shall advise the contractor whose responsibility it is to ensure no chicks are in the path of the moving vehicle and no tracks capable of trapping flightless chicks result.
- e) It is recommended that the Bird Monitor conduct a shorebird education and identification program with the Permittee and on-site staff to ensure protection of precocial (mobile) chicks.

35. Notification. If the Bird Monitor finds that shorebirds are breeding within the project area, a bulletin board shall be placed and maintained in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.

36. Equipment Storage and Placement. If it will be necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season.

37. Equipment Tracks. All tracks, holes, or ruts above mean high tide shall be removed from the beach after completion of the authorized activities, unless otherwise determined by FWC biologists. Before filling, all holes or ruts shall be inspected for the presence of flightless young.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

38. Prior to opening the docking facility for use, the permittee shall provide adequate upland parking facilities, which may require a stormwater treatment (ERP) permit from the Department.

39. The number of vessels moored at the docking facility shall not exceed the number of approved and constructed residential units of the upland condominium.

40. Waterborne craft moored over sovereign submerged lands at the docking facility, on either a temporary or permanent basis, shall not extend beyond the limits of the sovereignty submerged land lease. The slip sizes shown on the attached permit drawings and on the survey to be attached to the sovereignty submerged land lease indicate a length over all (LOA) for the slips designated. The permittee shall take all measures necessary to ensure all boats moored over sovereign submerged lands at the docking facility are completely within the limits of the submerged land lease.

41. Boat mooring at the docking facility shall be limited to no more than a total of 55 vessels. Any further expansion in vessel capacity will require an additional Net Positive Environmental Benefit evaluation.

42. Slips shall not be occupied by liveaboards. A liveaboard is defined as a vessel docked at a facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within any thirty (30) day period.

43. There shall be a minimum 12-inch clearance between the deepest draft of the vessels (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

44. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the facility.

45. No fueling facilities or fuel storage shall be allowed at the facility or within the associated uplands.

46. Boat maintenance or repair activities requiring removal of a vessel from the water, or removal of major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited for the life of the facility, except where removal is necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be hull cleaning, hull painting, and discharges or release of oils or greases associated with engine and hydraulic repairs, and related metal-based bottom paints associated with hull scraping, cleaning, and painting. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants and which are performed by owners or qualified marine mechanics are allowed.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Wade Dandridge at the letterhead address, at 850-595-0655, or at Wade.Dandridge@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Emile D. Hamilton
Director of District Management

EDH:wd

Attachments:

Project Drawings and Design Specs., 21 pages

Florida Fish and Wildlife Conservation Commission Recommendations, 5 pages

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Florida DEP, Kim.Allen@FloridaDEP.gov, agency_clerk@FloridaDEP.gov,
Kathy.Griffin@FloridaDEP.gov, Pearce.Barrett@FloridaDEP.gov
Kristen Sella, Florida Fish and Wildlife Conservation Commission, Kristen.sella@myfwc.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us,
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com
Joe Winkeler, joeawinkeler@oceanllc.com
William Harrison, wharrison@harrisonrivard.com
Concerned Persons: daculamike@aol.com, phaseliner@aol.com, salty.gators@yahoo.com,
pmitchell@earthlink.net, crystalchel@gmail.com, rgalbers@charter.net, gtad@cox.net,
jimlibba@gmail.com, rick.chappell@vanderbilt.edu, jsawyer@expressoil.com,
larrymcanally@gmail.com, grandoneal@comlinkinc.net, darrylshelton01@gmail.com,
bobg51541@gmail.com, fm@lorion.com, judybdecker@aol.com, nlmktg@aol.com,
john.pipes@icloud.com, john.goolsby@cox.net, silvanaallen@yahoo.com, jeffryaski@aol.com,
jdfurn@aol.com, krhodey@aol.com, beckyjohanson1648@gmail.com, gtad@cox.net,
jbaldwin.bam@gmail.com, drew.clark13@icloud.com, jbc3417@gmail.com,
russw818@gmail.com, gcpetty@gmail.com, cristyrpsgt@gmail.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Syed Shabbir Azher Rizvi
Clerk

January 3, 2019
Date



Florida Fish and Wildlife Conservation Commission

Commissioners

Bo Rivard
Chairman
Panama City

Robert A. Spottswood
Vice Chairman
Key West

Joshua Kellam
Palm Beach Gardens

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
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Tequesta

Executive Staff
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Habitat and Species Conservation
Kipp Frohlich
Director

(850) 488-3831
(850) 921-7793 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

November 21, 2018

Mr. Wade Dandridge
Department of Environmental Protection
Northwest District
160 West Government Street. Suite 308
Pensacola, FL 32502-5740

Re: Pointe One Development and Dredge, File No. 0251677-007-EI/46, Pointe Mezzanine, Norriego Point, Okaloosa County, Florida

Dear Mr. Dandridge:

Florida Fish and Wildlife Conservation Commission (FWC) staff has coordinated agency review of the above-referenced Environmental Resource Permit (ERP) application. We provide the following comments and recommendations as technical assistance during your review of the ERP application under Chapter 373, Florida Statutes (F.S.), and in accordance with FWC's authorities under Chapter 379, F.S.

Project Description

The project proposes the creation of a 53-slip docking facility and a Dredged Material Management Area (DMMA) located at the terminal end of Gulf Shore Drive on Norriego Point, Destin. The docking facility extends into Destin Harbor. The proposed project includes three (3) primary dock structures capable of mooring boats ranging in size from 40 to 60 feet in length. The project also includes dredging a small area seaward of the existing bulkhead to a depth of -8 feet, NAVD. This dredged material is proposed to be dewatered within a contained DMMA constructed on the uplands of the property. No fueling facilities or liveaboard vessels are proposed. The dredge area does not include salt marsh or seagrass area resources.

Potentially Affected Resources

The Florida Fish and Wildlife Conservation Commission has reviewed the above referenced application and have concluded that the proposed project may potentially affect the Florida manatee (*Trichechus manatus latirostris*), loggerhead (*Caretta caretta*), green (*Chelonia mydas*), and Kemp's ridley (*Lepidochelys kempii*) turtles, as well as state-listed least terns (*Sterna antillarum*) and snowy plover (*Charadrius nivosus*).

This project site is less than 0.3 miles away from a least tern colony that has been active in recent years and a least tern was documented as nesting within the proposed project site as recently as 2018. Sandy areas may attract ground nesting species such as least terns or other imperiled beach-nesting birds (IBNB) during nesting season. Least terns deposit their eggs in shallow depressions or scrapes in the substrate, possibly lined with pebbles, grasses, or coquina shells (FWC 2013). Egg-laying usually begins in late April or early May and colonies may range in size from a few breeding pairs to many hundreds (FWC 2013). FWC staff recommends conducting the sand placement activities outside of the shorebird breeding season (February 15 to September 1) if feasible.



Comments and Recommendations

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the above-referenced application under 373.414(1)(a) 2, F.S., for wildlife impacts. It is our recommendation that the following measures, if they are made conditions of the permit, will satisfy the statute's requirements:

Marine Turtles and Manatees

- 1) All on-site project personnel are responsible for observing water-related activities for the presence of marine turtles and manatee(s). All in-water operations, including vessels, must be shut down if a sea turtle or manatee comes within 50 feet of the operation. Activities will not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- 2) Any **collision** with or injury to a marine turtle or manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with and/or injury to a sea turtle should also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com.

Shorebirds

The following conditions are intended to avoid anticipated shorebird impacts associated with the construction of the project and may not address all potential shorebird impacts related to the project.

- 1) Shorebird Nesting Surveys. The term "shorebird" refers to all solitary nesting shorebirds and colonial nesting seabirds. If any project related activities involving movement of equipment or operation of vehicles on the beach are conducted at any time during shorebird breeding season, surveys shall be conducted, and buffers established for the protection of shorebirds, their nests, eggs and chicks. Shorebird breeding season dates for this project area is **February 15 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).
- 2) Pre-Construction Meeting. The Permittee is responsible for arranging a meeting with the U.S. Fish and Wildlife Service (USFWS), the Florida Fish and Wildlife Conservation Commission (FWC), and the Bird Monitor(s) before any work begins. The Permittee shall notify the USFWS, the FWC Regional Species Conservation Biologist (contact information available at: <http://www.myfwc.com/shorebirds>), and the Bird Monitor(s) at least 10 business days before the date of that meeting. The purpose of this meeting is to ensure that the Permittee and Bird Monitor(s) fully understand and agree with the protection measures and any additional site-specific measures that need to be taken before, during, and after construction.

- 3) Bird Monitor Qualifications. Nesting shorebird surveys should be conducted by trained, dedicated individuals (Bird Monitor) with proven shorebird identification skills and avian survey experience. Bird Monitors shall meet the minimum qualifications outlined at <http://myfwc.com/shorebirds>.
- 4) Bird Survey Protocols. Prior to any construction or shorebird surveys, a list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience shall be provided to the FWC (see <http://myfwc.com/shorebirds> for FWC Regional Biologist Contacts) and copied to DEP for review and consultation. Bird Monitors shall use the following survey protocols:
 - a) Bird Monitors shall review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org>). An outline of data to be collected, including downloadable field data sheets, is available on the website.
 - b) Breeding season surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established in the FSD website to cover these areas. [Note that breeding season varies by species. Most species have completed the breeding cycle by September 1, but flightless young may be present through September. Please see (<http://www.myfwc.com/shorebirds>) for breeding season dates.] Portions of the project area that will have no project-related activities (including any vehicle or equipment movement) during the nesting season may be excluded from the survey requirements.
 - c) During the pre-construction and construction phases of the project, surveys for detecting breeding activity and the presence of flightless chicks shall be completed on a daily basis prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. Once construction is completed and all personnel and equipment have been removed from the beach, surveys shall be conducted at least weekly through the end of the breeding season.
 - d) Surveys shall be conducted by walking the length of the project area and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD *Breeding Bird Protocol for Shorebirds and Seabirds*. Use of binoculars is required.
 - e) Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Species Conservation Biologist (see <http://myfwc.com/shorebirds> for FWC Regional Biologist Contacts) within 24 hours. All breeding activity shall be reported to the FSD website within one week of data collection.
- 5) Beach Driving. All vehicles driven on the beach shall be operated in accordance with the FWC's *Best Management Practices for Operating Vehicles on the Beach* (<http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>). Specifically, the vehicle must be operated at a speed less than 10 mph (<6 mph within 100 feet of a

posted shorebird nesting area) and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of nesting shorebirds and sea turtles and the potential of chicks and sea turtle hatchlings to be outside posted areas and the need to avoid Take of (including disturbance to) these protected species.

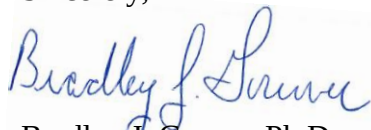
- 6) Shorebird Buffer Zones and Travel Corridors. Within the project area, the Permittee shall establish a disturbance-free buffer zone around any location where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot wide buffer shall be established to prevent disturbance (this distance is based on published studies). All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. Smaller-site specific buffers may be established if approved in writing by the FWC Regional Species Conservation Biologist (contact information available at: <http://www.myfwc.com/shorebirds>). Separate buffers may be necessary for pedestrians and equipment or vehicular traffic.
 - a) The Bird Monitor shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds do appear to be agitated or disturbed by these activities, then the width of the buffer zone shall be increased immediately to a sufficient size to protect breeding birds.
 - b) Reasonable and traditional pedestrian access should not be blocked where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be tolerated when breeding was initiated within 300 feet of an established beach access pathway. As stated above, these site-specific buffers must be approved in writing by the FWC Regional Species Conservation Biologist.
 - c) Designated buffer zones shall be marked (according to FSA Posting Guidelines: <http://flshorebirdalliance.org/resources/instructions-manuals.aspx>) with posts, twine and FWC-approved signs stating “Do Not Enter, Important Nesting Area” or similar language around the perimeter (see Figure 1). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Species Conservation Biologist, these shall be clearly marked. The posting shall be maintained in good repair until breeding is completed or terminated. Although solitary nesters may leave the buffer zone with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
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shall advise the contractor whose responsibility it is to ensure no chicks are in the path of the moving vehicle and no tracks capable of trapping flightless chicks result.

- e) It is recommended that the Bird Monitor conduct a shorebird education and identification program with the Permittee and on-site staff to ensure protection of precocial (mobile) chicks.
- 7) Notification. If the Bird Monitor finds that shorebirds are breeding within the project area, a bulletin board shall be placed and maintained in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that "NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS".
- 8) Equipment Storage and Placement. If it will be necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season.
- 9) Equipment Tracks. All tracks, holes, or ruts above mean high tide shall be removed from the beach after completion of the authorized activities, unless otherwise determined by FWC biologists. Before filling, all holes or ruts shall be inspected for the presence of flightless young.

The above-mentioned recommendations are considered necessary for the conservation of wildlife. If your staff has any technical questions regarding our comments, please contact Kristen Nelson Sella for manatees and marine turtles at 850-922-4330 or Kristen.Sella@MyFWC.com, or Paula Grendel for shorebirds at 850-265-3676 or Paula.Grendel@MyFWC.com.

Sincerely,



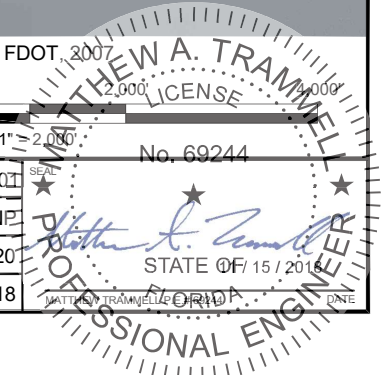
Bradley J. Gruver, Ph.D.
Section Leader
Species Conservation Planning Section
Division of Habitat and Species Conservation

cc: Ms. Tanya McHale, DEP
Ms. Kristen Sella, FWC
Ms. Paula Grendel, FWC



AERIAL: FDOT, 2007

0 2,000 4,000
SCALE: 1" = 2,000'



TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
DRAWN BY	CAS/NP
SHEET	1 of 20
DATE	NOV 2018

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 88).
2. ALL DRAWING COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
3. AERIAL IMAGERY TAKEN IN 2016 AND OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION, UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
4. EXISTING PARCEL BOUNDARIES AND TOPOGRAPHY SURVEYED ON SEPTEMBER 13, 2017 BY GUSTIN, COTHERN AND TUCKER, INC.
5. DESTIN HARBOR ENTRANCE CHANNEL BATHYMETRY SURVEYED ON JANUARY 21, 2016 BY GUSTIN, COTHERN AND TUCKER, INC.
6. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "DESTIN, FLORIDA, WEST BAY TO SANTA ROSA SOUND. EAST PASS PROPOSED DREDGING AND DISPOSAL LOCATION." SHEET 2 OF 13, DATED JULY 2008. (FDEP MAINTENANCE DREDGING PERMIT #0288799-001-JC). FEDERAL NAVIGATION CHANNEL MARKERS DERIVED FROM FILE "ENTRANCE CHANNEL STA 43+00 TO STA 95+00 CONDITION SURVEY" DATED SEPT. 2012.
7. TIDAL DATUMS OBTAINED FROM NOAA CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES ([HTTP://TIDESANDCURRENTS.NOAA.GOV/](http://tidesandcurrents.noaa.gov/)).
8. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
9. THE PROPOSED PROJECT DOES NOT INCLUDE ANY IMPACTS TO EXISTING NATURAL RESOURCES, WETLAND AREAS OR SEAGRASSES

GENERAL DOCKING FACILITY NOTES:

1. NO FUELING FACILITIES OR LIVEBOARDS ARE PROPOSED.
2. THE DOCKING FACILITY WILL INCLUDE A SEWAGE PUMP-OUT SYSTEM CONNECTED TO AN UPLAND CENTRALIZED SEWER COLLECTION SYSTEM.
3. STRUCTURE ELEVATIONS AND CONSTRUCTION MATERIALS ARE SUBJECT TO CHANGE IN THE FINAL DESIGN. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
3. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
4. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

GENERAL DREDGE AND FILL NOTES:

1. ALL PROPOSED DREDGE MATERIAL SHALL BE MECHANICALLY OR HYDRAULICALLY DREDGED FROM THE DREDGE AREA DESIGNATED IN THESE DRAWINGS. FOR MECHANICAL DREDGING, DREDGED MATERIAL SHALL BE PLACED ALONG THE UPLANDS AND REGRADED ON-SITE. FOR HYDRAULIC DREDGING, DREDGED MATERIAL SHALL BE PUMPED TO THE PROPOSED UPLAND DREDGE MATERIAL MANAGEMENT AREA AND DEWATERED IN-PLACE. NO DIRECT DISCHARGE TO OPEN WATERS IS PROPOSED.
2. DREDGE MATERIAL MANAGEMENT AREAS (DMMA's) WILL BE SITED TO REMAIN WITHIN THE APPLICANT'S UPLAND PROPERTY AND ABOVE THE MEAN HIGH WATER LINE. DMMA's WILL INCLUDE STAKED HAY BALES, TURBIDITY CURTAINS, AND/OR OTHER BMPS AT ANY CONTROLLED OVERFLOW/DISCHARGE AREAS.

PROPOSED DOCK PLAN:

1. TOTAL NUMBER OF PERMANENT SLIPS: 50
2. FLEXIBLE MOORING AREA: ~ 328 L.F. (3 SLIPS)
3. FIXED TIMBER DOCK AREA: ~12,179 S.F.
4. PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 100,174 S.F. (2.30 ACRES)

PROPOSED DREDGE PLAN:

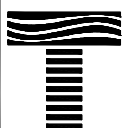
1. TOTAL RIP RAP: ~ 600 L.F. (~ 9,000 C.F.)
2. PROPOSED TOTAL DREDGE AREA: ~ 39,438 S.F. (~0.9 ACRE)
3. DREDGE VOLUME BELOW MHW: ~ 2,898 C.Y.
DREDGE VOLUME ABOVE MHW: ~ 5,957 C.Y.
TOTAL DREDGE VOLUME: ~8,855 C.Y.
4. PROPOSED DMMA CAPACITY: ~14,180 C.Y.

TIDAL DATUM REFERENCE:

MHHW ——— 0.73'
MHW ——— 0.72'

MSL ——— 0.40'

MLW ——— 0.15'
MLLW ——— 0.72'
NAVD 88 ——— 0.00'



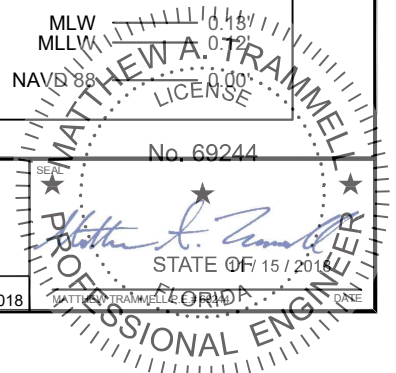
TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

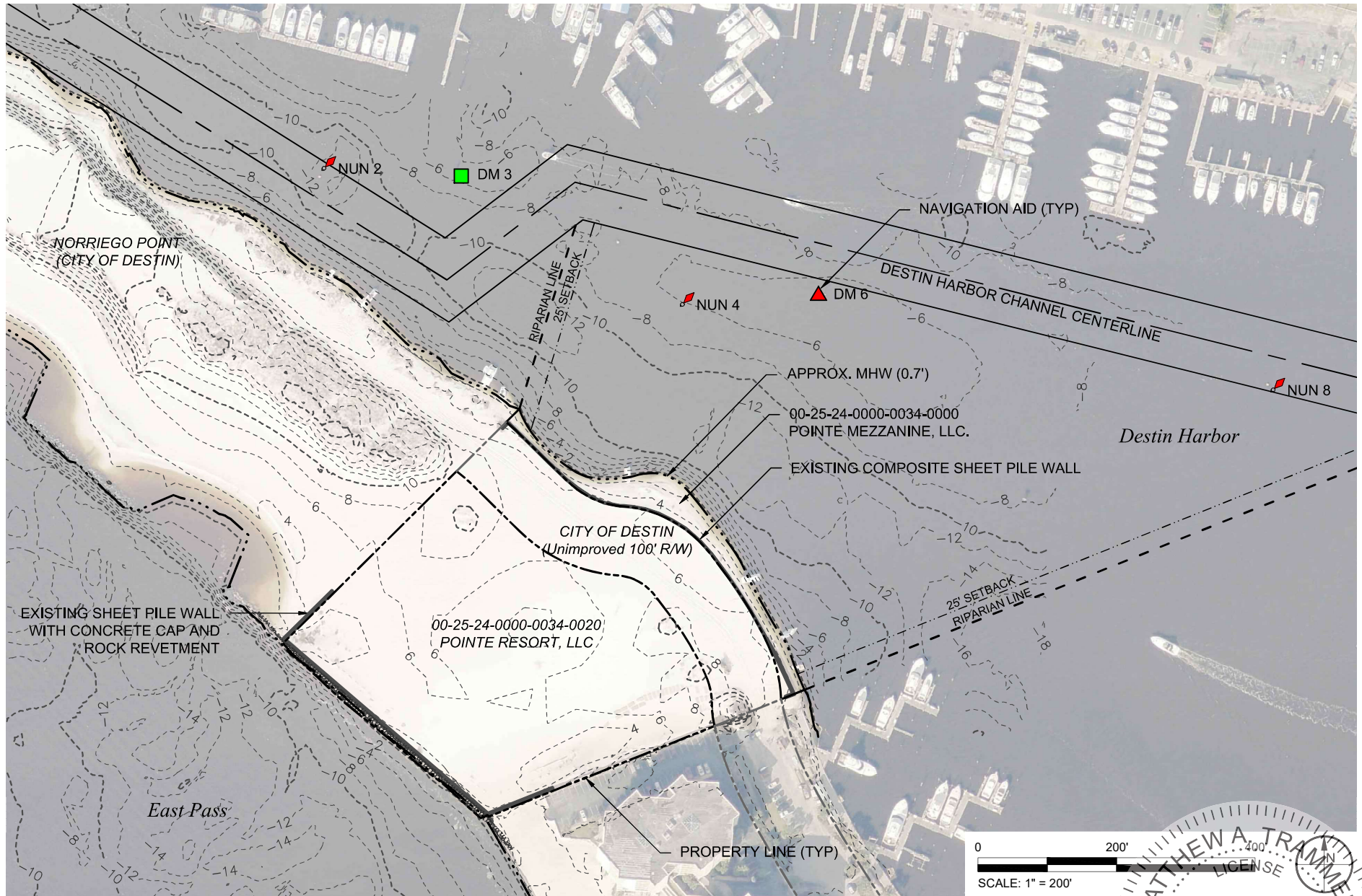
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 2
GENERAL NOTES
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01 DRAWN BY CAS/NP SHEET 2 of 20 DATE NOV 2018



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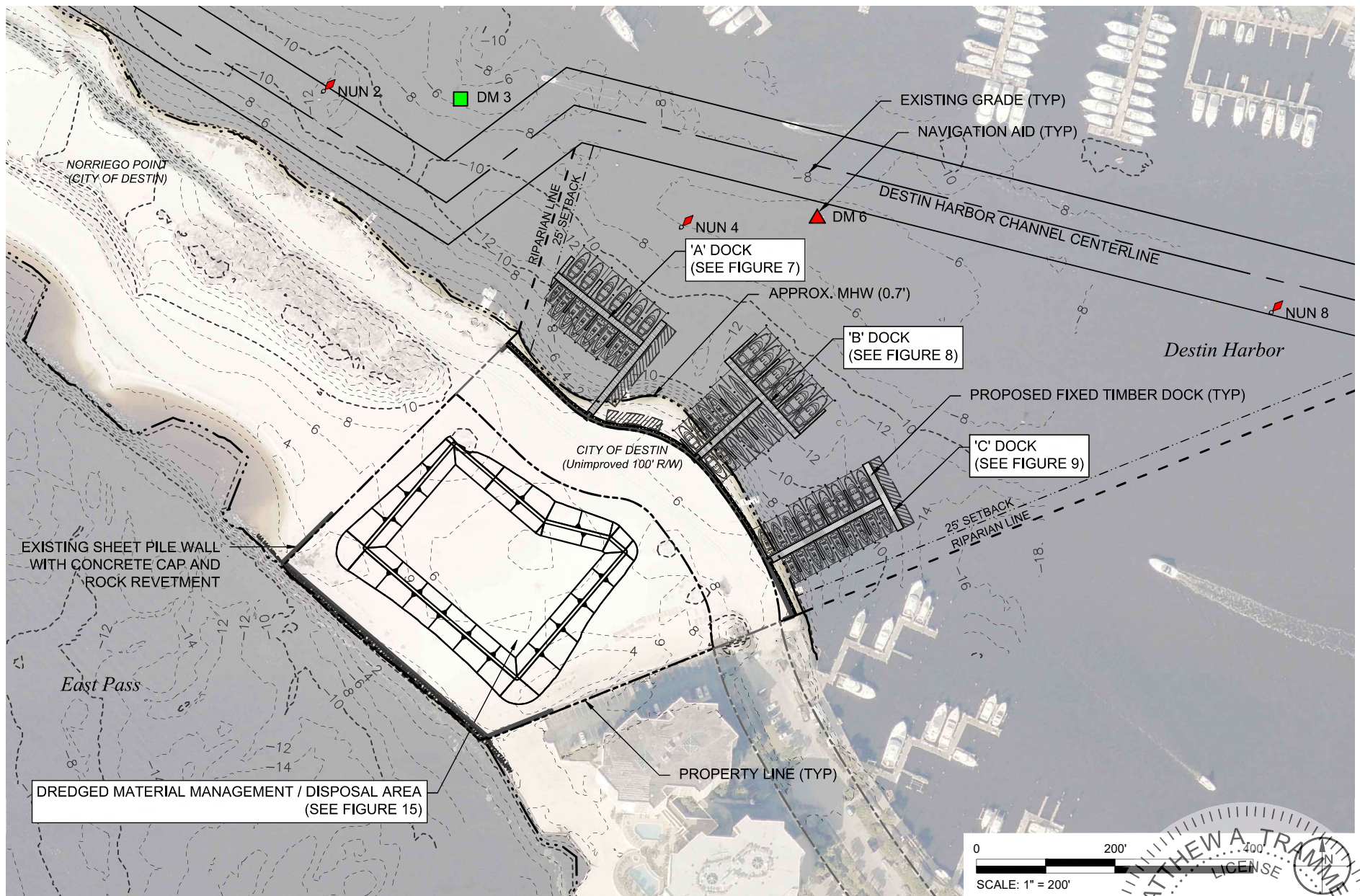
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 3
EXISTING CONDITIONS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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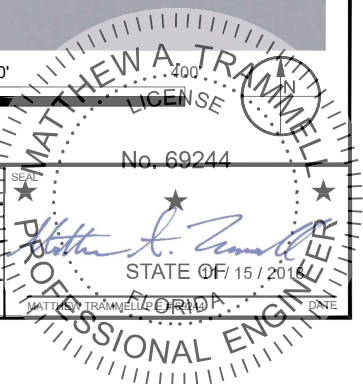


TAYLOR ENGINEERING INC.

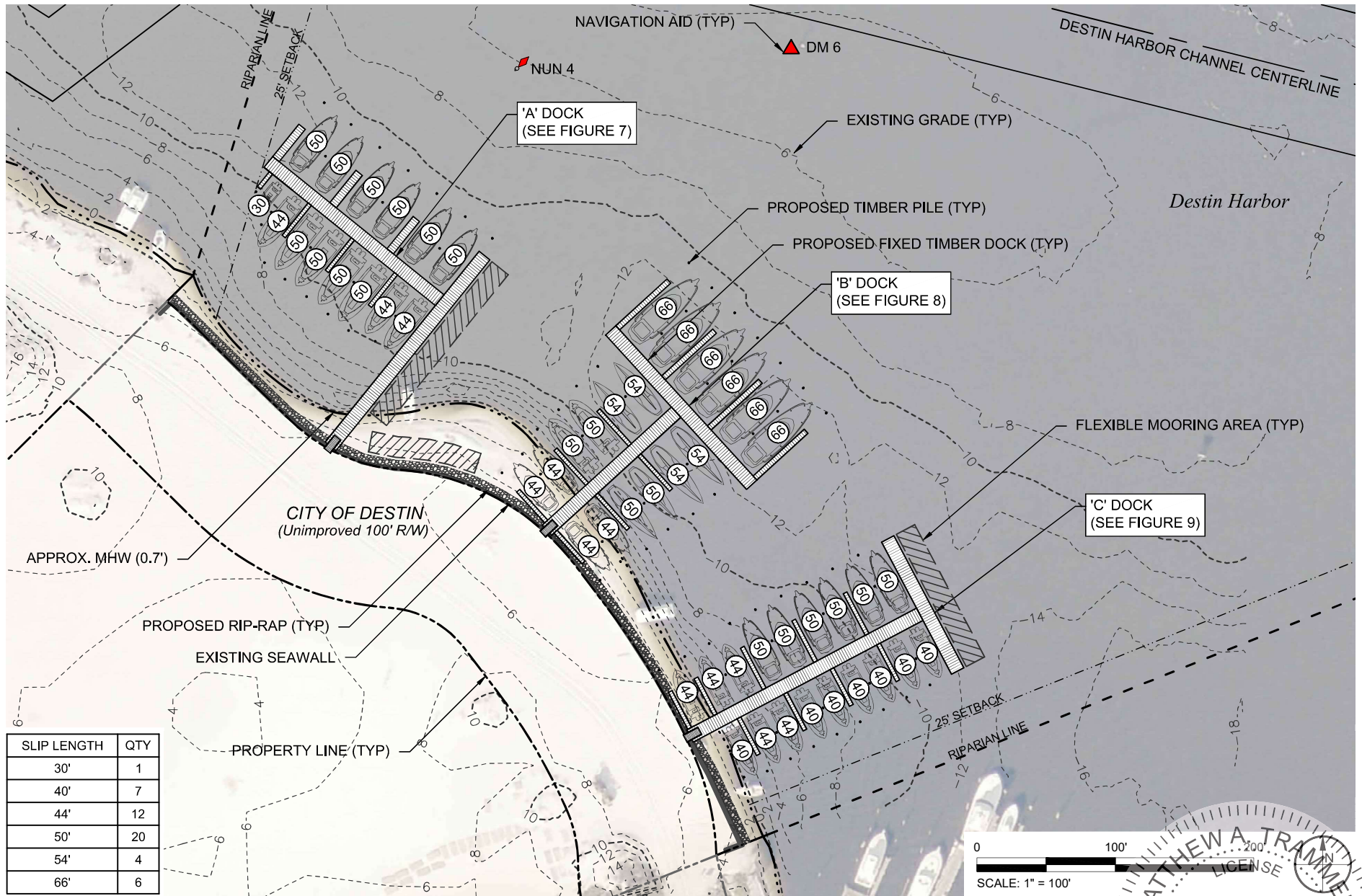
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 4
PROJECT OVERVIEW
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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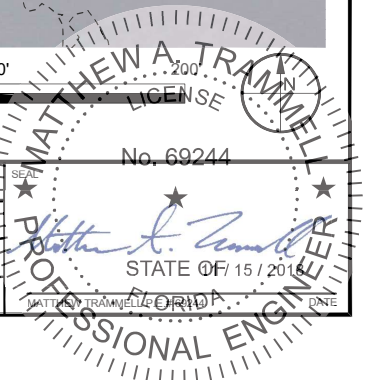


TAYLOR ENGINEERING INC.

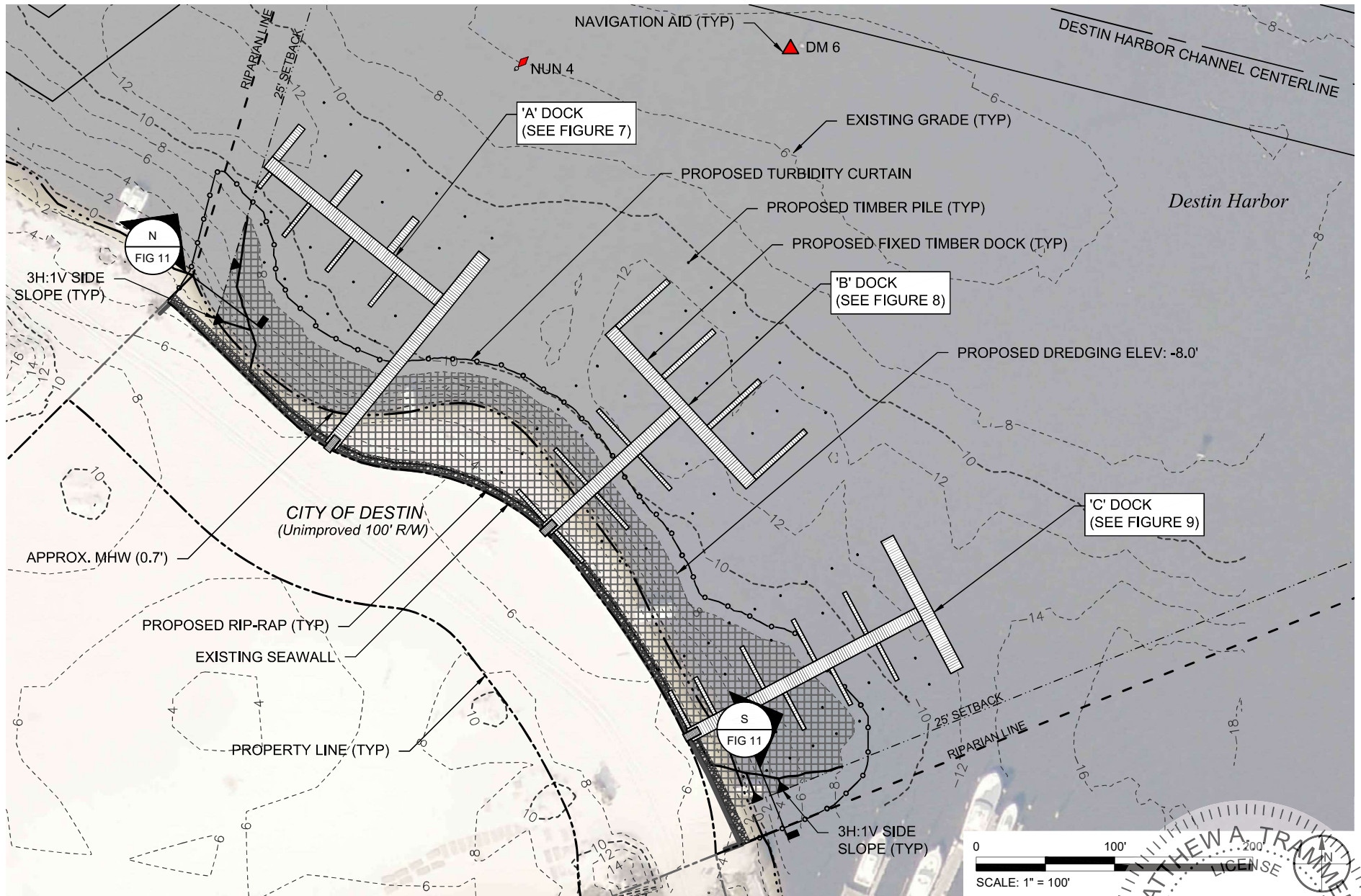
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 5
PROPOSED MARINA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01
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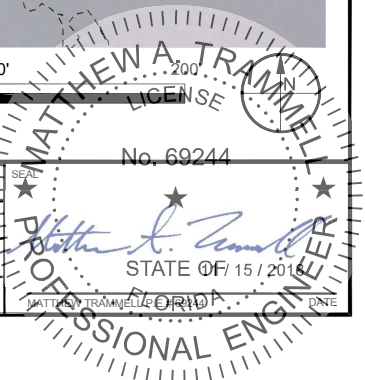


TAYLOR ENGINEERING INC.

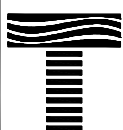
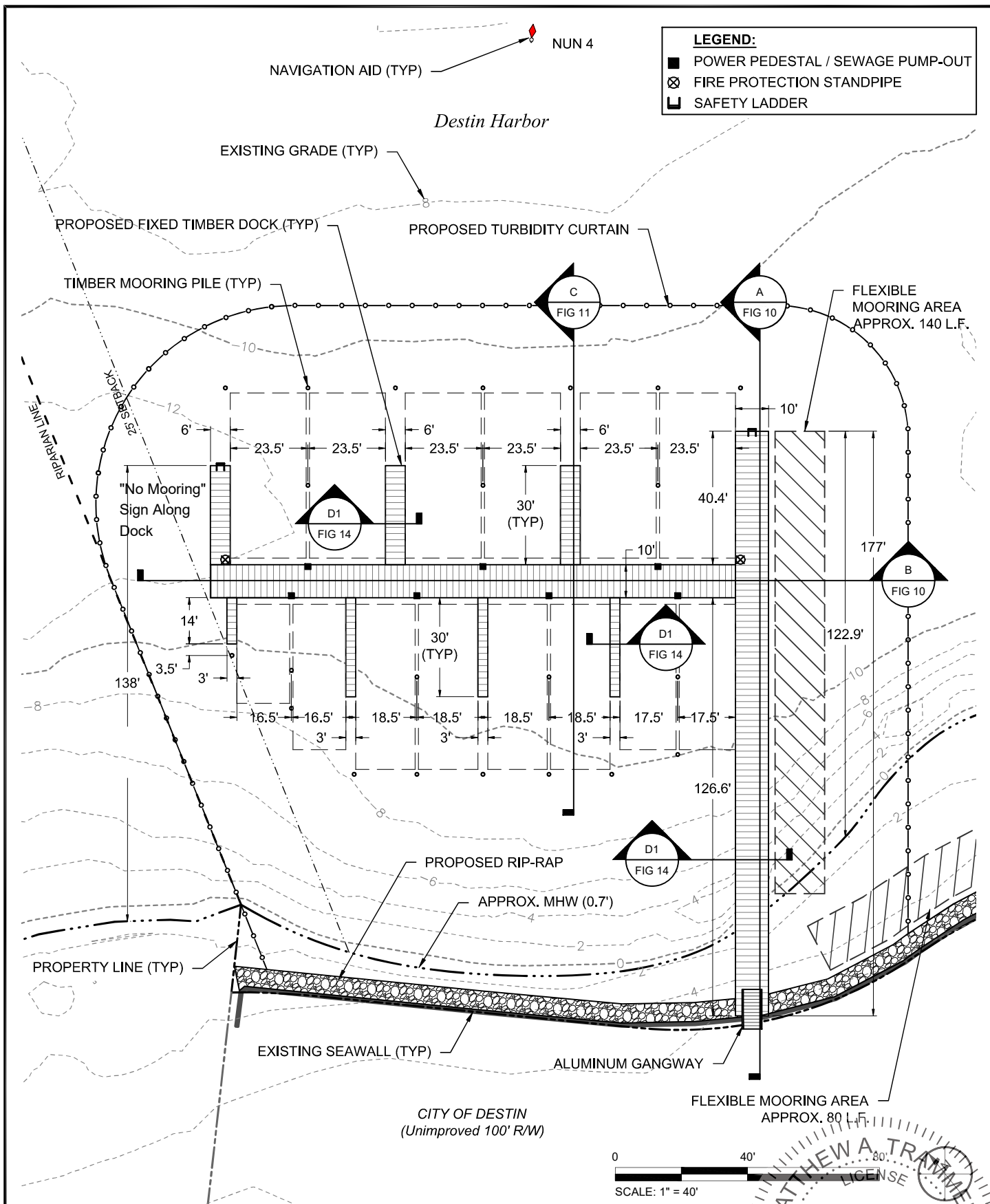
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 6
PROPOSED MARINA DREDGE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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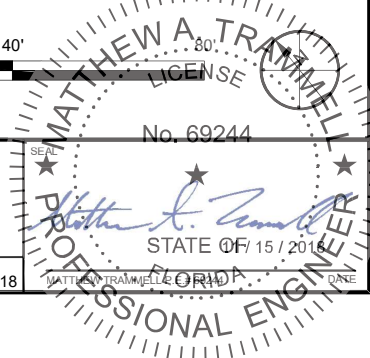


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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

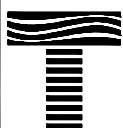
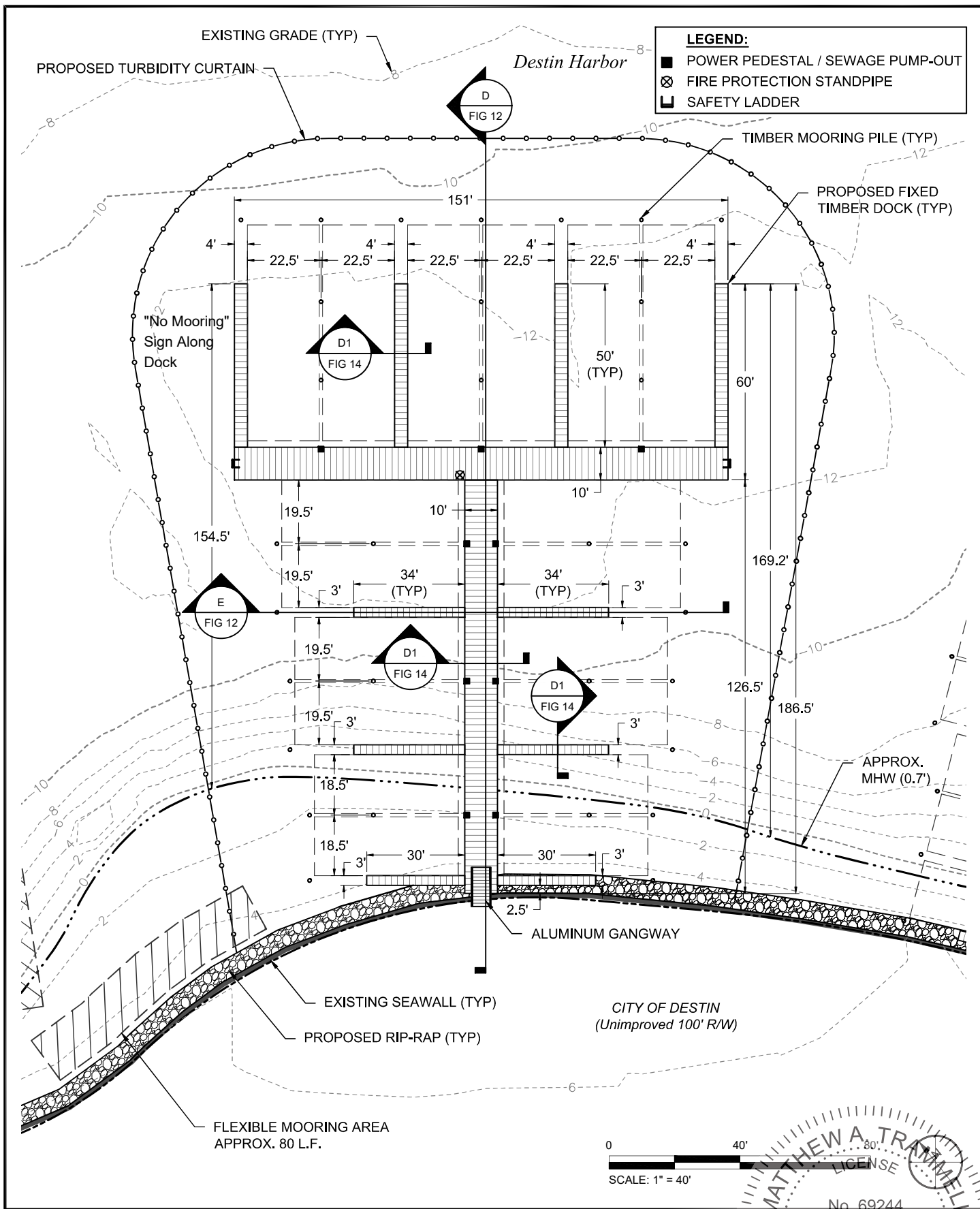
CERTIFICATE OF AUTHORIZATION # 4815

PROJECT C2017-004-01 DRAWN BY CAS/NP SHEET 7 of 20 DATE NOV 2018



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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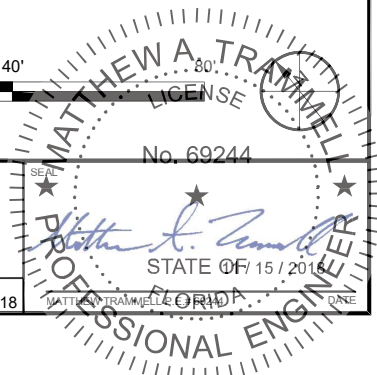
TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION # 4815

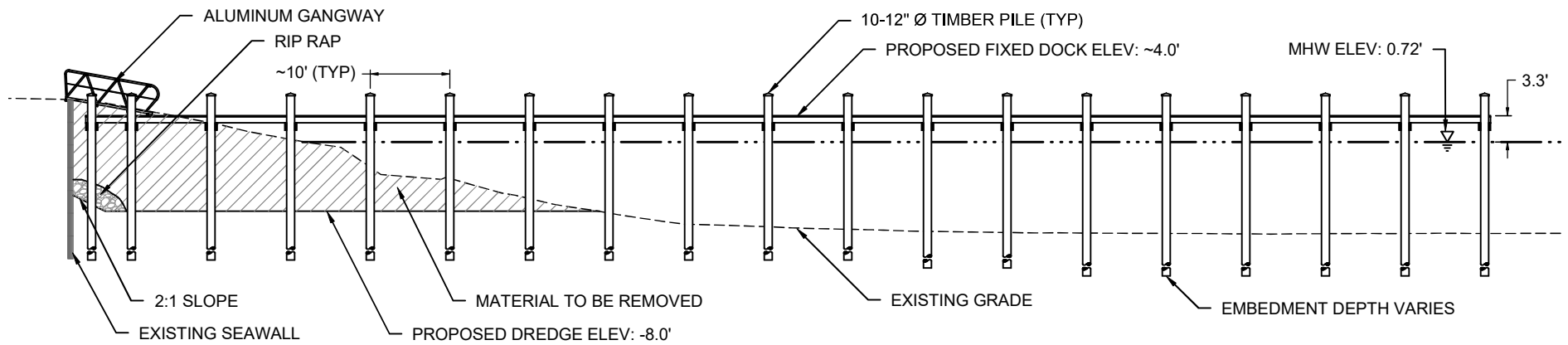
FIGURE 8
PROPOSED DOCK PLAN - 'B'
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT: C2017-004-01 DRAWN BY: CAS/NP SHEET: 8 of 20 DATE: NOV 2018

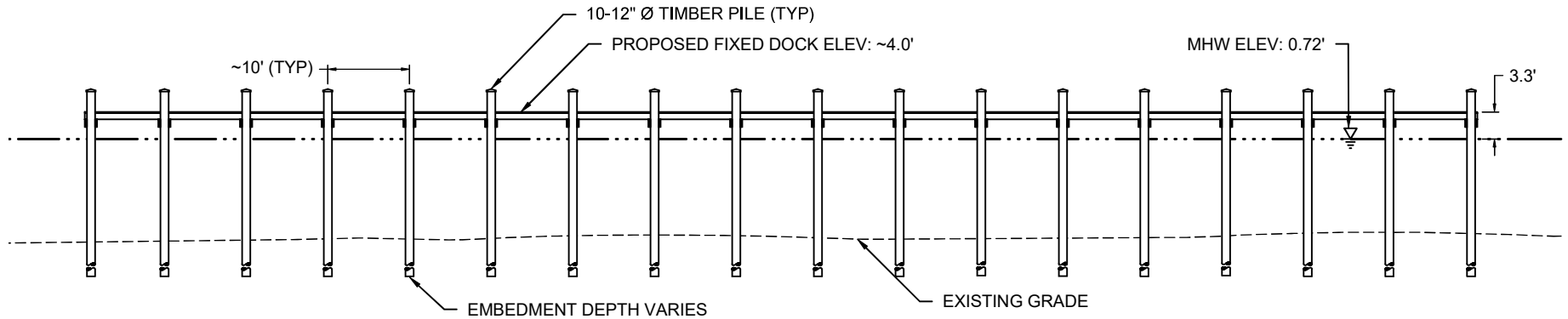


PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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A
FIG 7 'A' DOCK - SECTION A
SCALE: 1" = 20'



B
FIG 7 'A' DOCK - SECTION B
SCALE: 1" = 20'

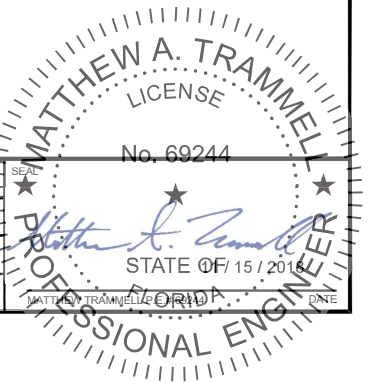


TAYLOR ENGINEERING INC.

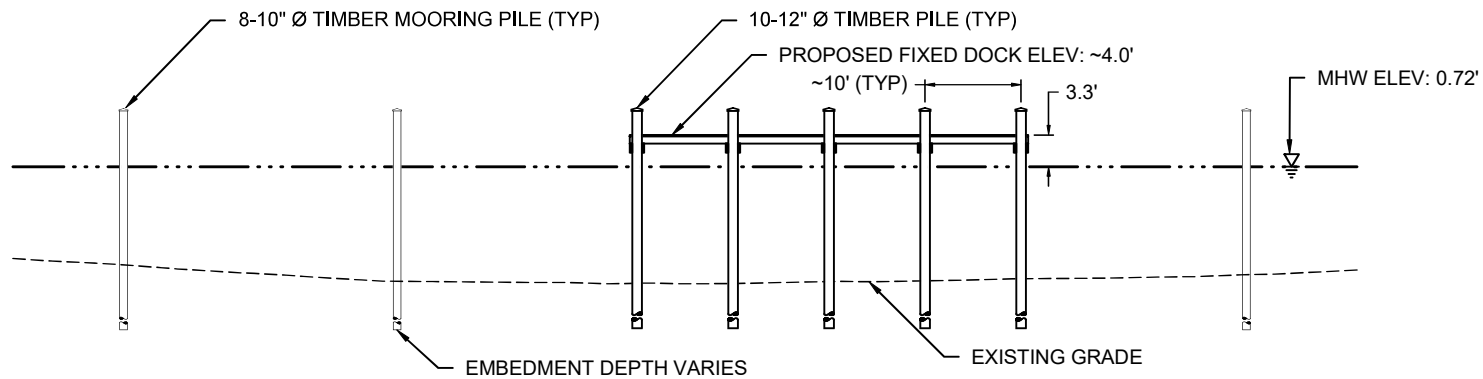
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 10
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

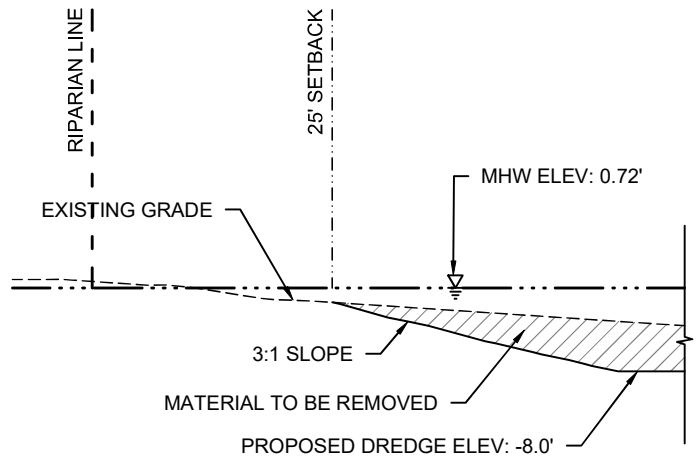
PROJECT	C2017-004-01
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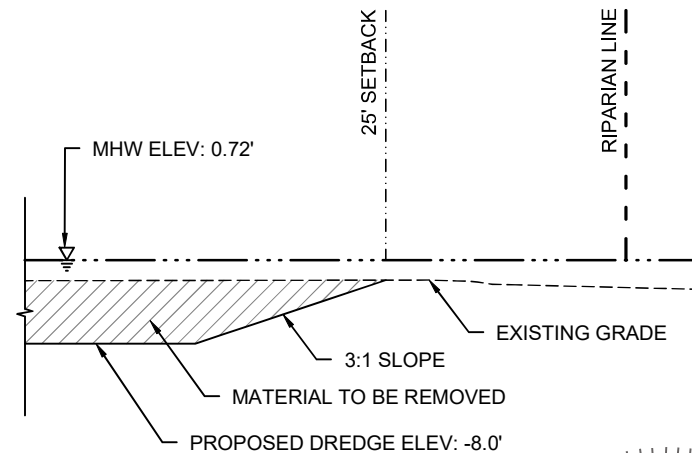
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'A' DOCK - SECTION C
FIG 7 SCALE: 1" = 20'



SIDE SLOPE DREDGE SECTION - NORTH
FIG 6 SCALE: 1" = 20'



SIDE SLOPE DREDGE SECTION - SOUTH
FIG 6 SCALE: 1" = 20'

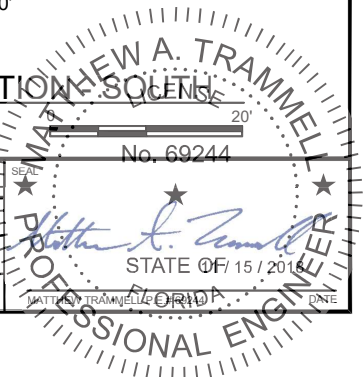


TAYLOR ENGINEERING INC.

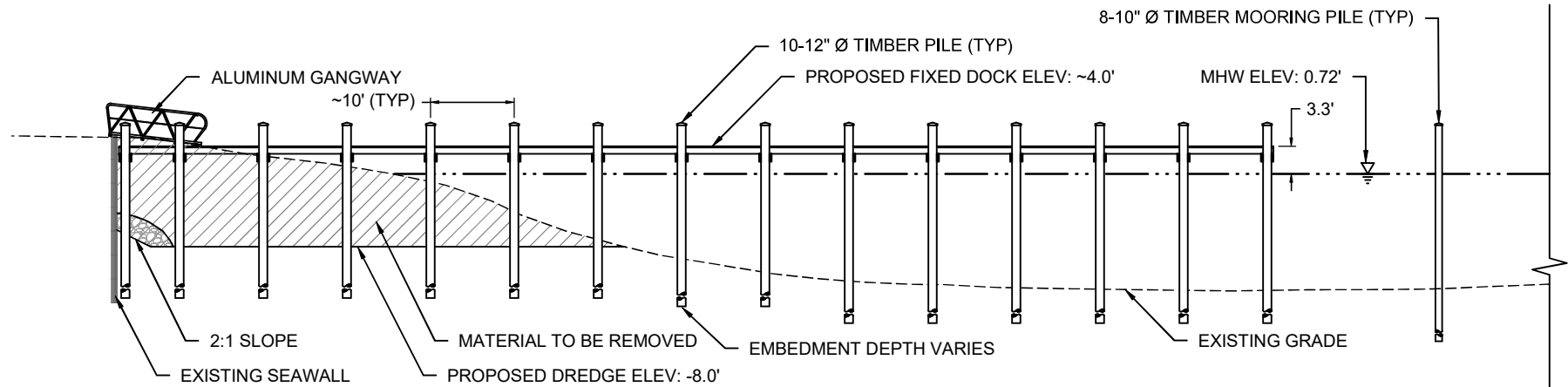
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 11
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

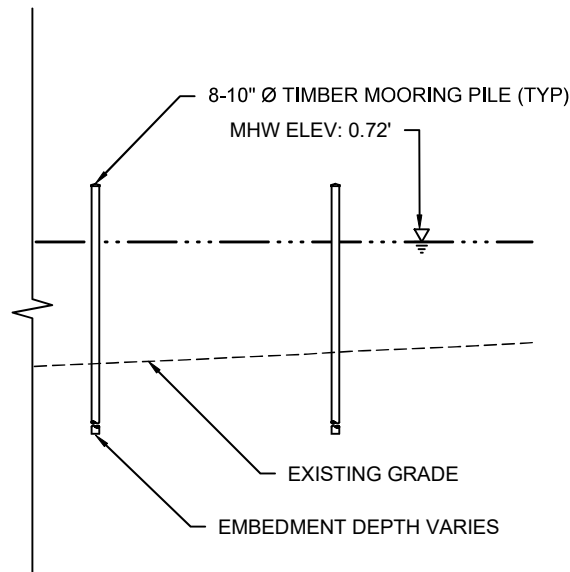
PROJECT	C2017-004-01
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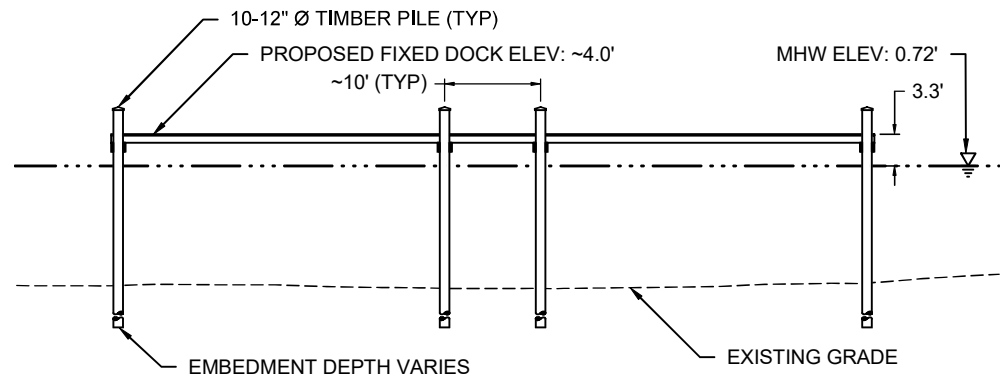
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'B' DOCK - SECTION D
FIG 8 SCALE: 1" = 20'



'B' DOCK - SECTION D (CONTINUED)
FIG 8 SCALE: 1" = 20'



'B' DOCK - SECTION E
FIG 8 SCALE: 1" = 20'

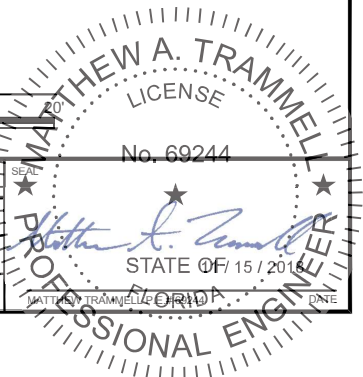


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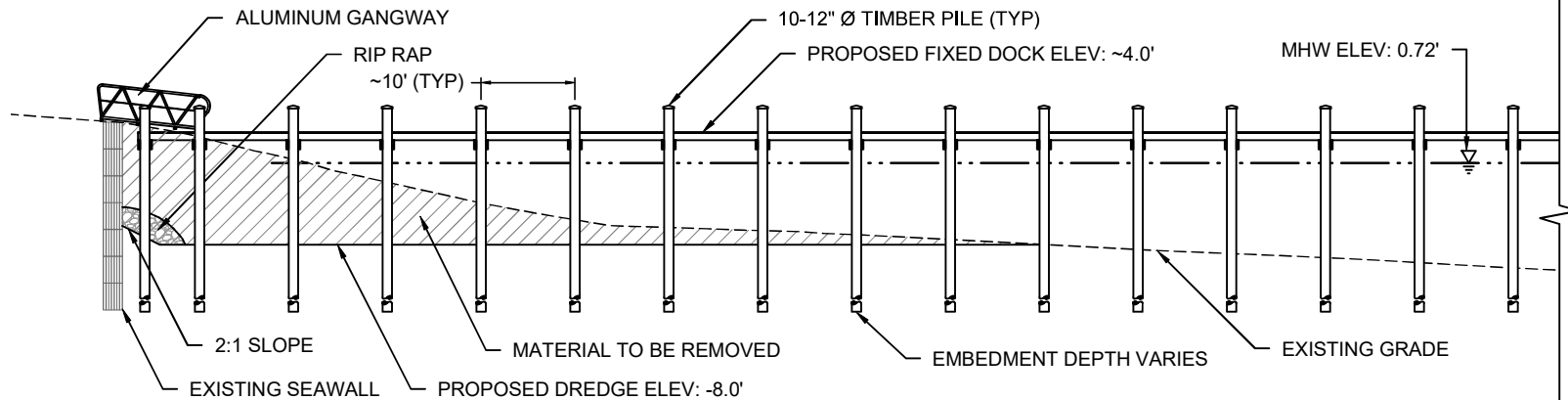
4300 LEGENDARY DRIVE
SUITE C246
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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 12
SECTIONS - 'B' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

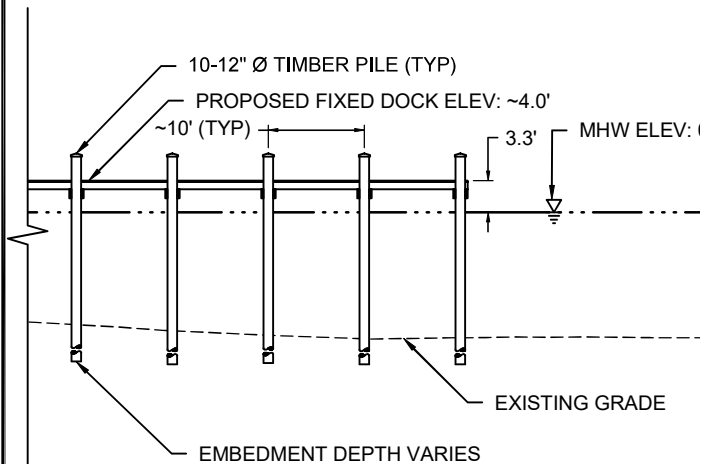
PROJECT	C2017-004-01
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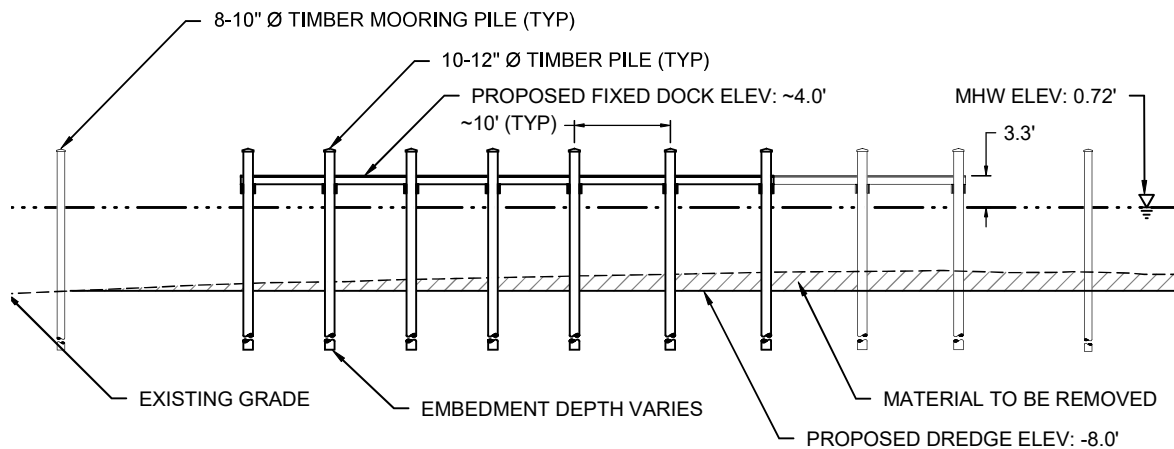
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F 'C' DOCK - SECTION F
FIG 9 SCALE: 1" = 20' 0 20'



F 'C' DOCK - SECTION F (CONTINUED)
FIG 9 SCALE: 1" = 20' 0 20'



G 'C' DOCK - SECTION G
FIG 9 SCALE: 1" = 20' 0 20'



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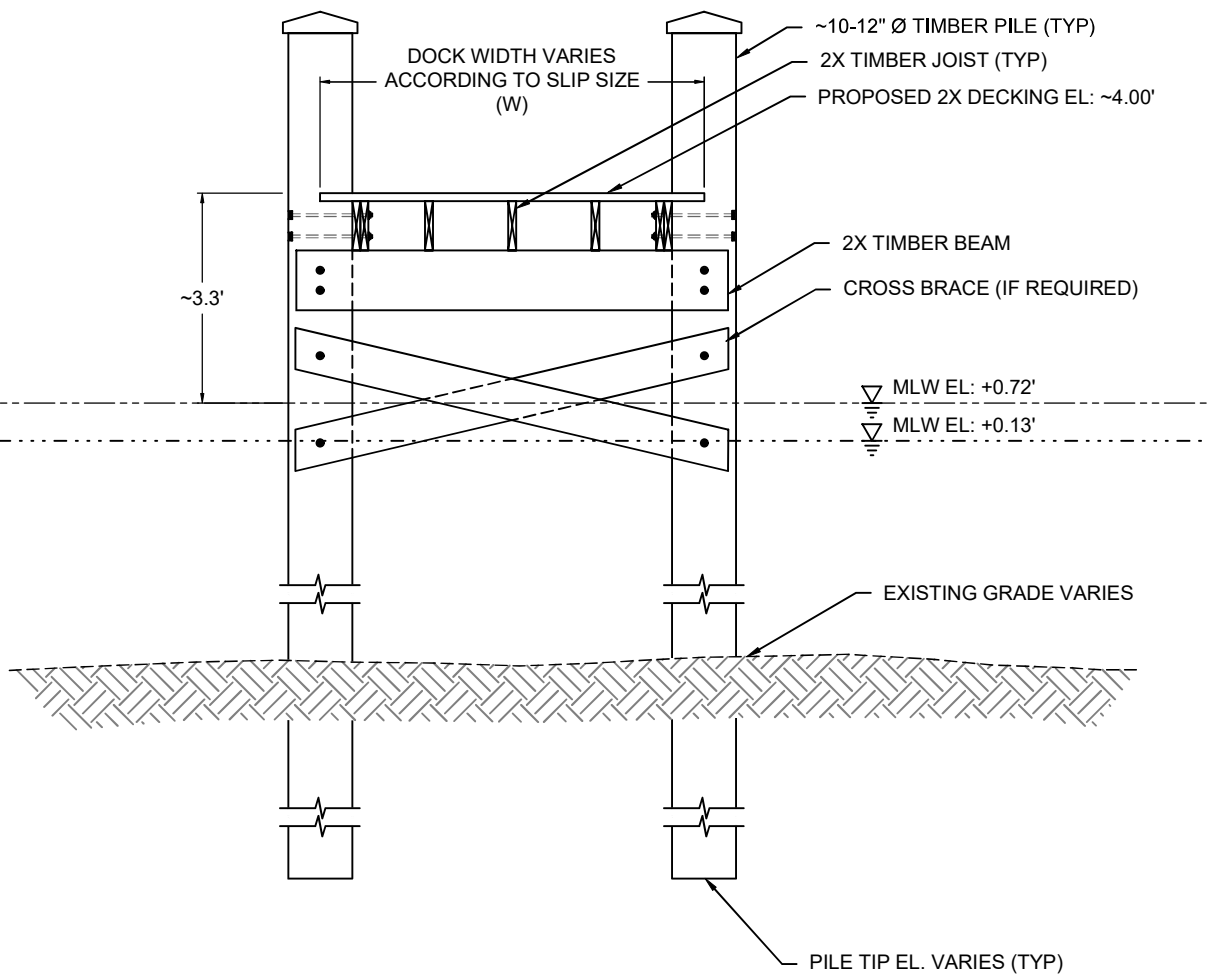
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 13
SECTIONS - 'C' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

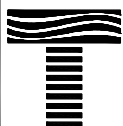
PROJECT	C2017-004-01
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SLIP SIZE AND WIDTH (W)	
SLIP SIZE	W
30' - 50'	3' - 6'
66'	4'
MAIN ACCESS DOCK	10'



(D1) TYPICAL FIXED FINGER PIER TIMBER DOCK
NOT TO SCALE



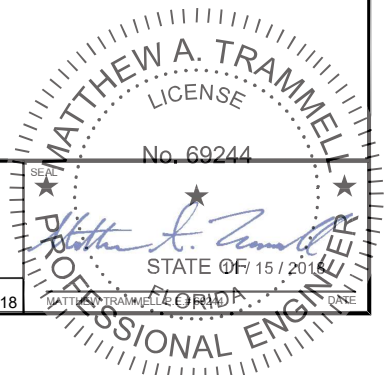
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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541

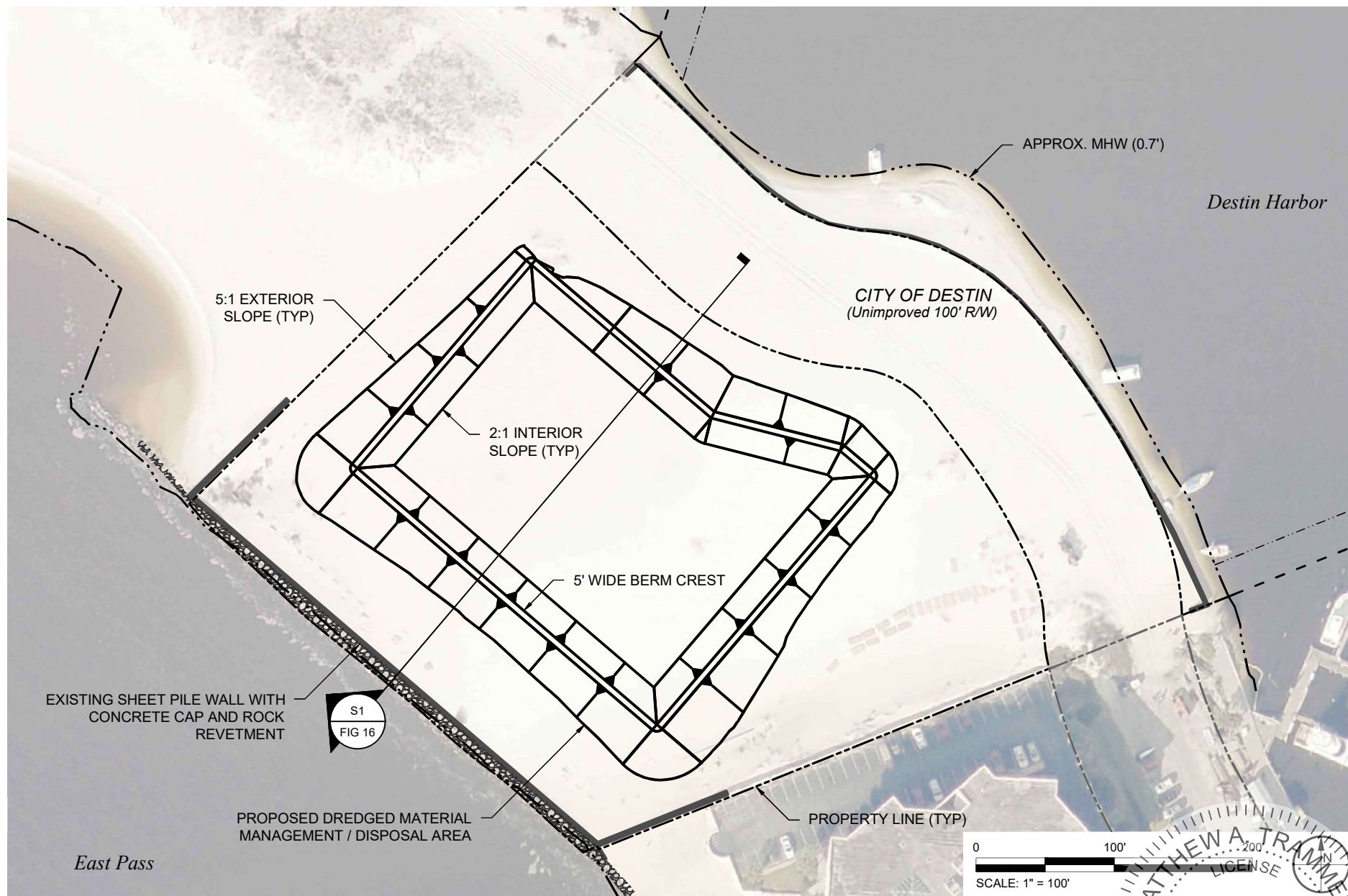
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FIGURE 14
TYPICAL FIXED TIMBER DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT: C2017-004-01 DRAWN BY: CAS/NP SHEET: 14 of 20 DATE: NOV 2018



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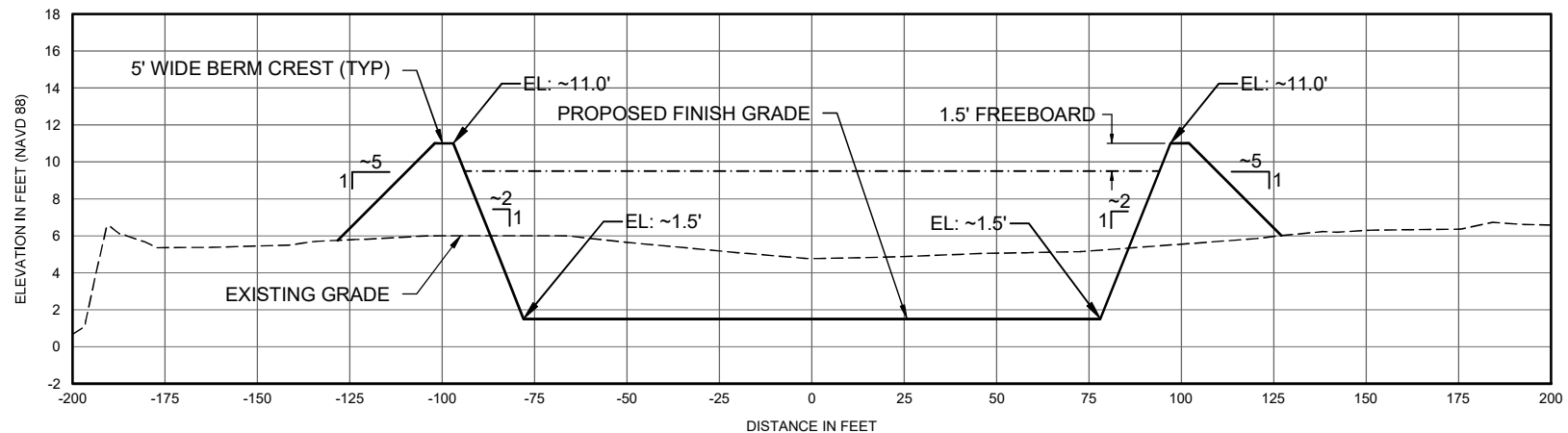
4300 LEGENDARY DRIVE
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DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 15
DREDGED MATERIAL MANAGEMENT / DISPOSAL AREA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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S1
FIG 15

DREDGED MATERIAL MANAGEMENT / DISPOSAL AREA TYPICAL SECTION

SCALE: 1" = 50'
V-SCALE: 1" = 10'

0 50'

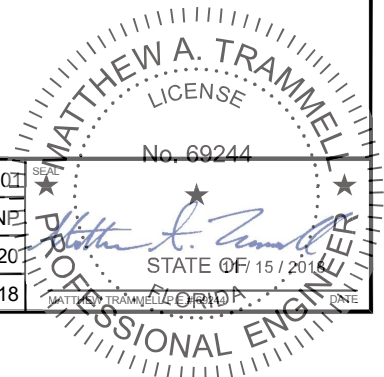


TAYLOR ENGINEERING INC.

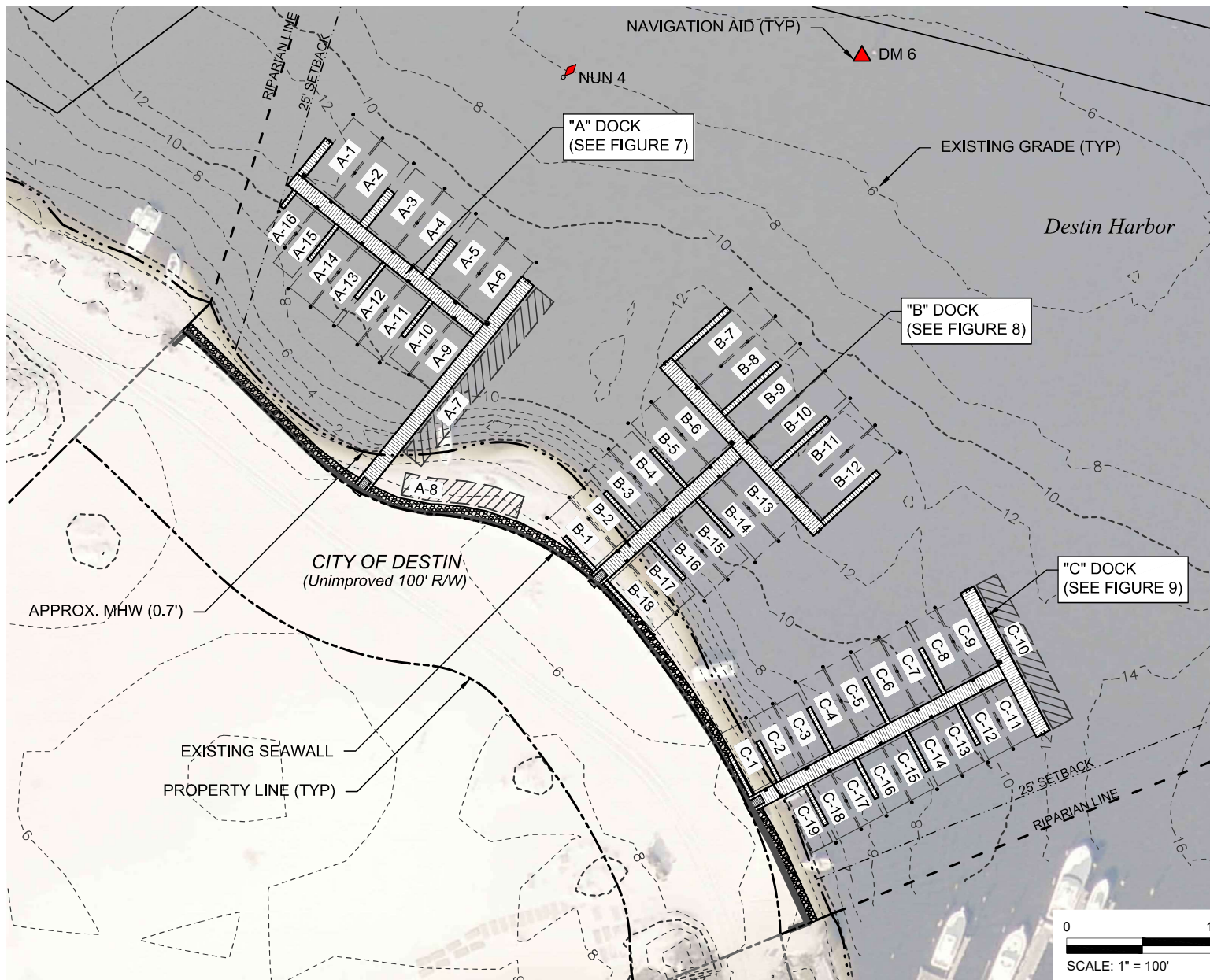
4300 LEGENDARY DRIVE
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CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 16
DREDGED MATERIAL MANAGEMENT DISPOSAL AREA TYPICAL
SECTION
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

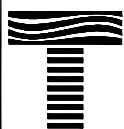
PROJECT	C2017-004-01
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SLIP SCHEDULE		
SLIP ID	SLIP SIZE (L x W)	QTY
A-1 thru A-6	50' x 23'	6
A-7	140' x 15'	1
A-8	80' x 15'	1
A-9 thru A-10	44' x 17'	2
A-11 thru A-14	50' x 18'	4
A-15	44' x 16'	1
A-16	30' x 16'	1
B-1 thru B-2	44' x 18'	2
B-3 thru B-4	50' x 19'	2
B-5 thru B-6	54' x 19'	2
B-7 thru B-12	66' x 22'	6
B-13 thru B-14	54' x 19'	2
B-15 thru B-16	50' x 19'	2
B-17 thru B-18	44' x 18'	2
C-1 thru C-3	44' x 18'	3
C-4 thru C-9	50' x 19'	6
C-10	108' x 15'	1
C-11 thru C-16	40' x 17'	6
C-17 thru C-18	44' x 18'	2
C-19	40' x 15'	1

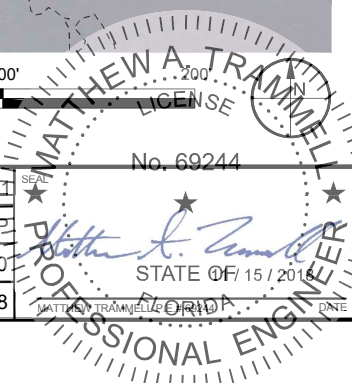


TAYLOR ENGINEERING INC.

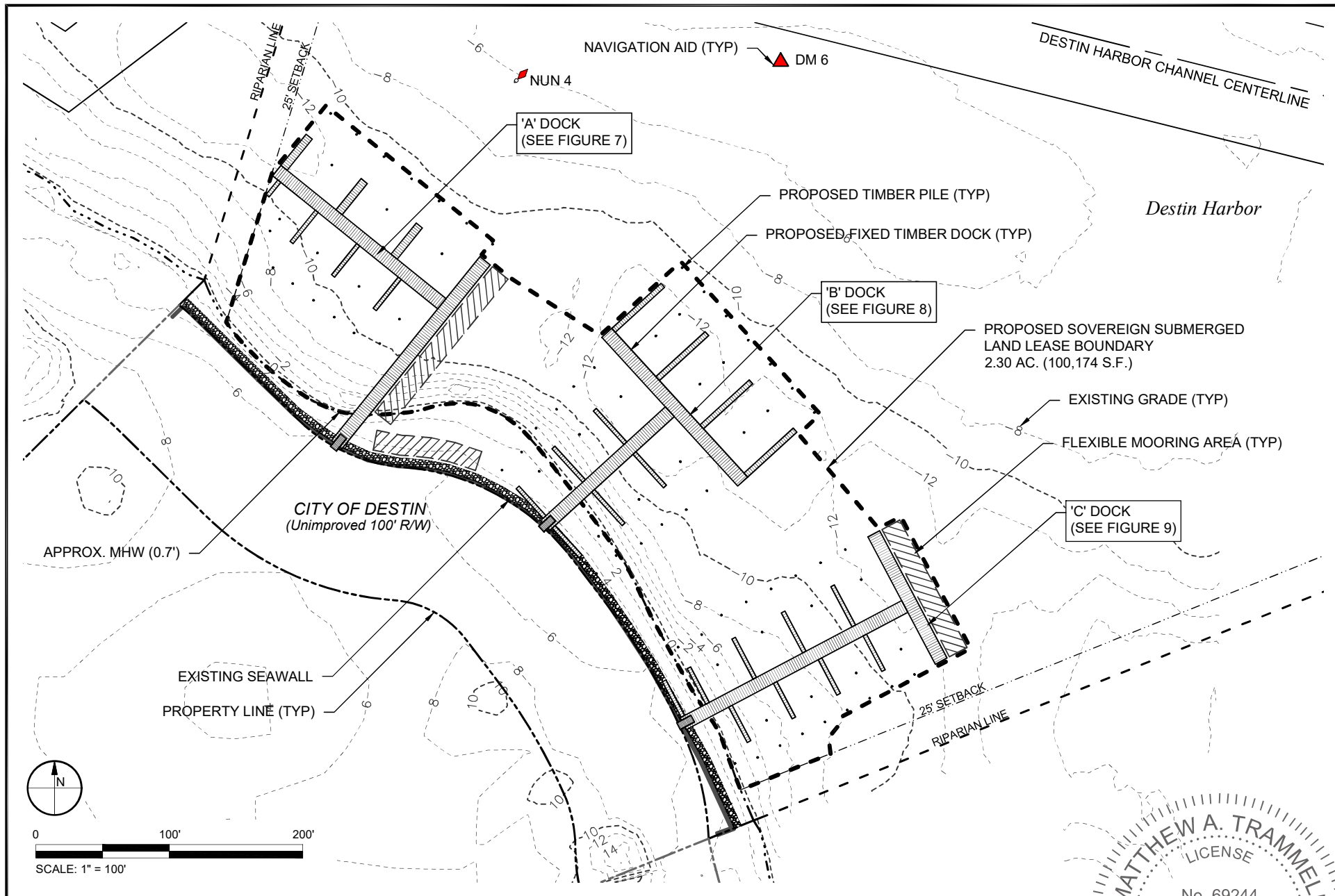
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 17
PROPOSED MARINA SLIP PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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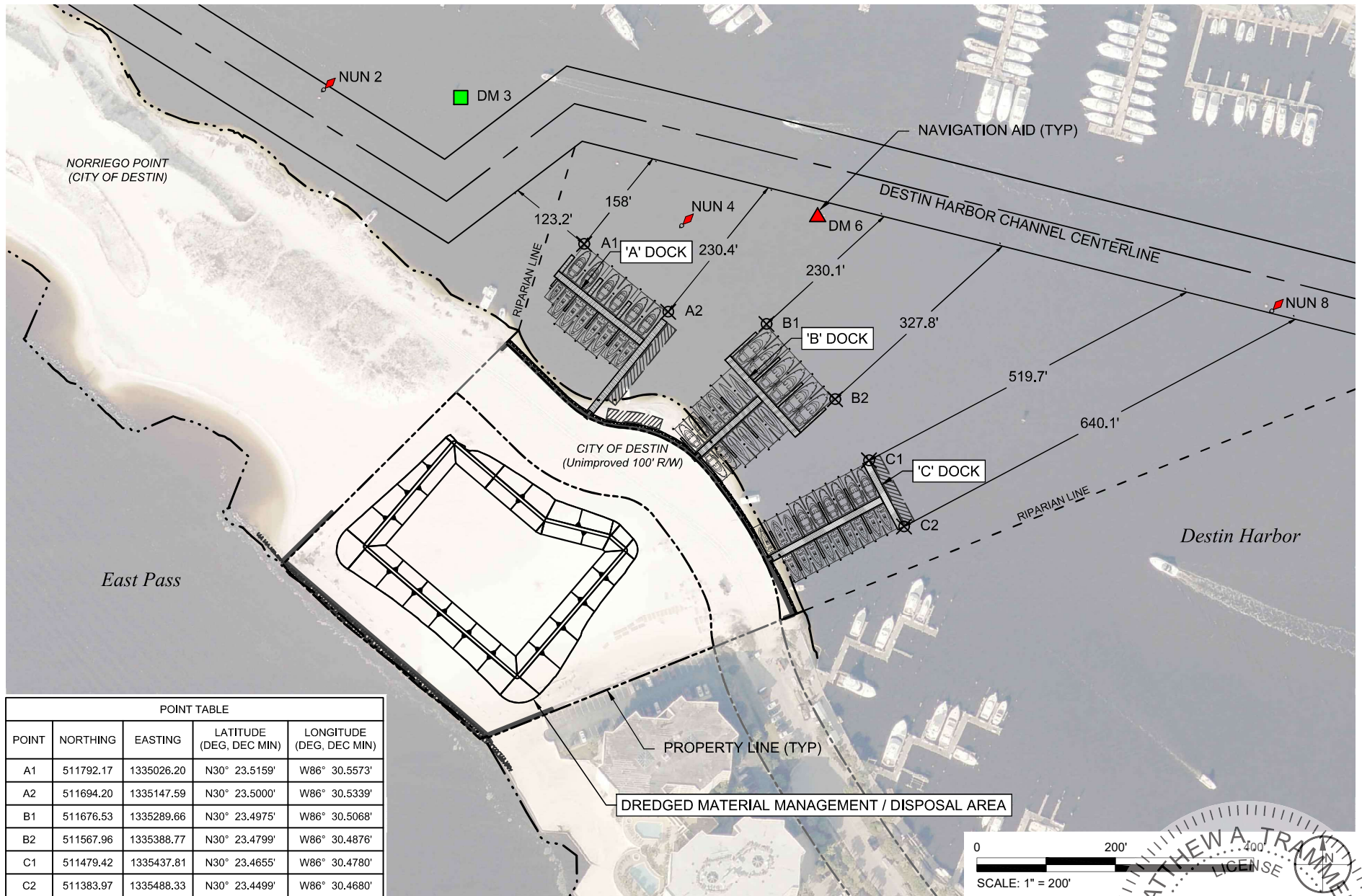
4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 18
PROPOSED SOVEREIGN SUBMERGED LAND LEASE BOUNDARY
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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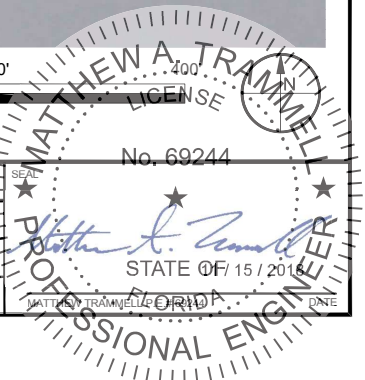


TAYLOR ENGINEERING INC.

4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

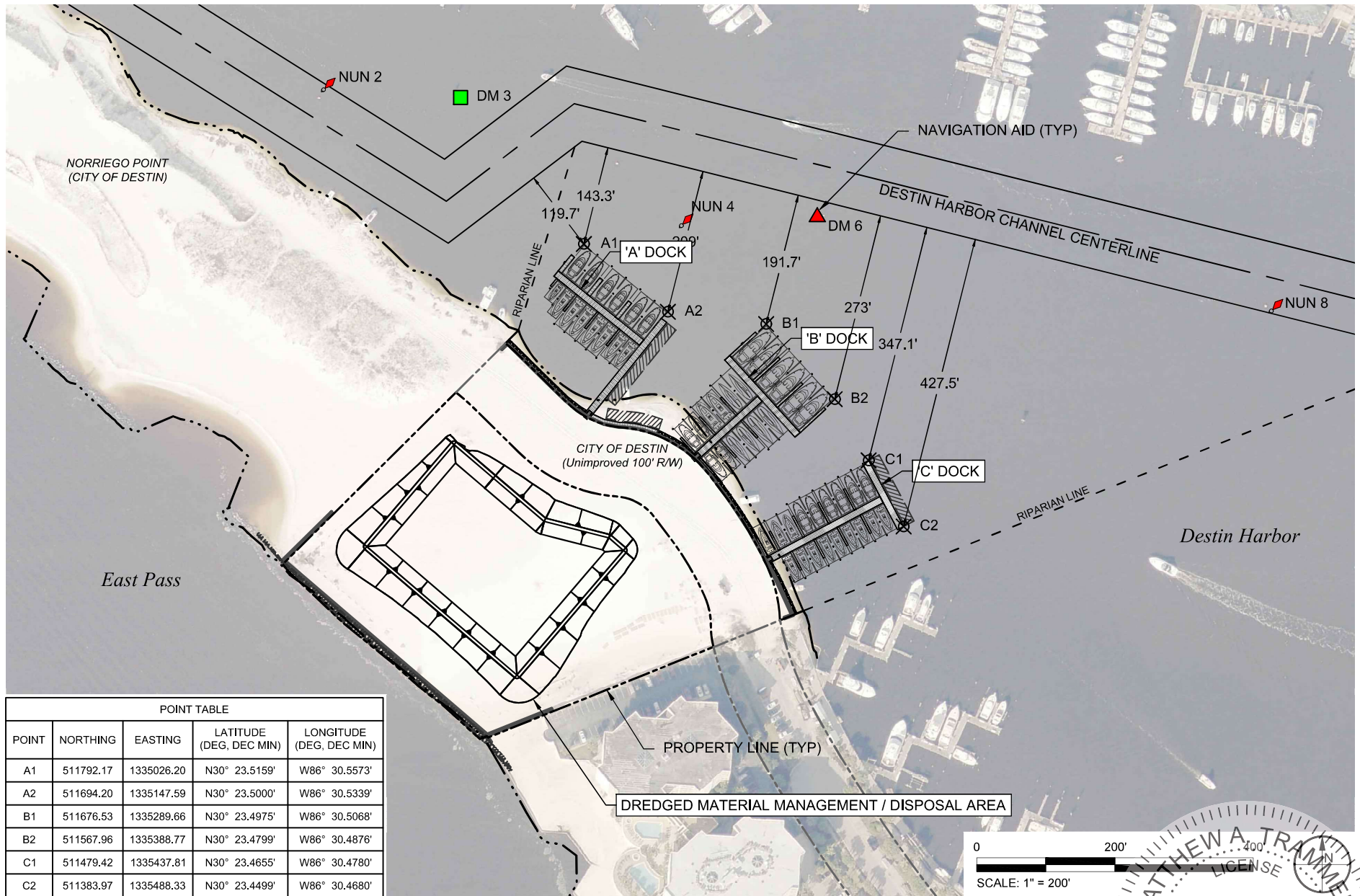
FIGURE 19
FEDERAL NAVIGATION CHANNEL OFFSETS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01
DRAWN BY CAS/NP
SHEET 19 of 20
DATE NOV 2018



PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

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FIGURE 19A
FEDERAL NAVIGATION CHANNEL OFFSETS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01
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DATE NOV 2018



DEPARTMENT OF THE ARMY PERMIT

Permittee: ROBERT GUIDRY
POINTE MEZZANINE, LLC
1901 MANHATTAN BLVD, BUILDING H, SUITE 101
HARVEY, LOUISIANA 70058

Permit No: SAJ-2005-06882 (SP-MDZ)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Construct a new private commercial marina. The marina will be comprised of three dock structures (Docks A, B, and C) to accommodate a total of 51 slips and 4 flexible mooring areas. The flexible mooring areas will be used for larger vessels ranging in size from 60 to 100-feet in length. Dock A will consist of 4,350 square feet of structure to accommodate 14 slips with two flexible mooring areas (70 linear feet and 140 linear feet). Dock B will consist of 4,235 square feet of structure to accommodate 18 slips with one flexible mooring area measuring 80 linear feet. Dock C will consist of 3,870 square feet of structure to accommodate 19 slips with one flexible mooring area measuring 108 linear feet. The marina will be constructed with an estimated total of 480 timber piles for all docks, finger piers, and mooring piles. All pilings will be installed utilizing low-pressure jetting. Any treated timber pilings utilized for the project will be wrapped to minimize leaching into the aquatic environment.

The proposed project will also involve dredging in the area immediately waterward of the existing seawall in Destin Harbor. The dredging aspect of the project is depicted on sheets 6, 10, 12, and 13 of the project drawings. The project will involve excavation of 3,320 cubic yards above the plane of the Mean High Water Line (MHWL) and dredging of 6,340 cubic yards from 43,772 square feet (1.004 acre) to a depth of 8.7-feet below the plane of the MHWL. Dredged material will be placed in an on-site upland spoil containment area with no return water to surrounding surface waters.

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PERMITTEE: Pointe Mezzanine, LLC
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The proposed project includes the installation of riprap along 596-linear feet of the waterward face of the existing seawall and will extend a maximum of 7-feet from the toe of the seawall into the waterway.

Project Location: The project will affect waters of the United States associated with Destin Harbor. The project site is located at Tax Parcel ID: 00-2S-24-0000-0034-0000, on Gulf Shore Drive, in Section 04, Township 02 South, Range 23 West, Destin, Okaloosa County, Florida.

Directions to site: From Destin, travel east on US-98. Turn right onto Gulf Shore Drive. Follow Gulf Shore Drive to the end where it terminates in the parking lot of East Pass Towers Yacht Club. The project site is located to the north of the parking lot.

Approximate Central Coordinates: Latitude 30.391023°
Longitude -86.508632°

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends **January 24, 2024**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

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4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:
 - a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502-5794.
 - b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).
 - c. The Permittee shall reference this permit number, SAJ-2005-06882 (SP-MDZ), on all submittals.
2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps.
3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form (Attachment) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:
 - a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the

same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including wetland impacts and water management structures.

- b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.
 - c. Include the Department of the Army permit number on all sheets submitted.
4. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
6. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
7. **Turbidity Barriers:**
- a. Shall be used throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.

- b. Shall be made of material in which listed species cannot become entangled (i.e., reinforced impermeable polycarbonate vinyl fabric [PVC]), and shall be monitored to ensure listed species are not entangled or trapped in the project area.
 - c. Shall be removed promptly when the work is complete and the water quality in the project area has returned to background conditions.
 - d. Shall not block entry to or exit from designated critical habitat.
8. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
9. **Dredged material Disposal:** The Permittee shall place all dredged material in a self-contained, upland disposal site as detailed on drawing sheets 4, 15, and 16 of 20. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.
10. **Standard Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – April 2013” provided as an attachment to this permit.
11. **Sea Turtle and Smalltooth Sawfish Conditions:** The Permittee shall comply with National Marine Fisheries Service's “Sea Turtle and Smalltooth Sawfish Construction Conditions” dated March 23, 2006, provided as an attachment to this permit.
12. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's “PDCs for In-Water Activities” dated November 20, 2017 provided as an attachment to this permit.
13. **Daylight Hours:** All activities must be completed during daylight hours.
14. **Cultural Resources/Historic Properties:**
- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.
- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344).

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2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.

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PERMITTEE: Pointe Mezzanine, LLC
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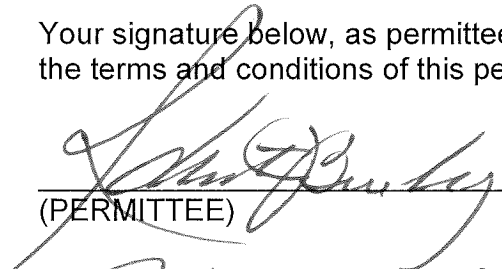
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 - d. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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PERMITTEE: Pointe Mezzanine, LLC

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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)

2-7-19
(DATE)

Robert J. Guidry
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


(DISTRICT ENGINEER)

14 Feb 2019
(DATE)

for Andrew Kelly, P.E.
Colonel, U.S. Army
District Commander

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PERMITTEE: Pointe Mezzanine, LLC
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PERMIT TRANSFER

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

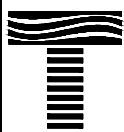
(CITY, STATE, AND ZIP CODE)

PERMIT NUMBER: SAJ-2005-06882 (SP-MDZ)
PERMITTEE: Pointe Mezzanine, LLC
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***Attachments to Department of the Army
Permit Number SAJ-2005-06882***

1. PERMIT DRAWINGS: 20 pages, dated September 19, 2018
2. AS-BUILT CERTIFICATION FORM: 2 pages
3. MANATEE CONDITIONS: 1 page, *Standard Manatee Conditions for In-Water Work – 2013*
4. SEA TURTLE – SAWFISH CONDITIONS: 1 page, *Sea Turtle and Smalltooth Sawfish Construction Conditions, revised March 23, 2006*
5. JAXBO PDCs FOR IN-WATER ACTIVITIES: 3 pages, *PDCs for In-Water Activities dated November 20, 2017*
6. WATER QUALITY CERTIFICATION: 42 pages, Specific Conditions of the water quality permit/certification in accordance with General Condition number 5 on page 2 of this DA permit

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4300 LEGENDARY DRIVE
SUITE C246
DESTIN, FL 32541
CERTIFICATE OF AUTHORIZATION # 4815

FIGURE 1
PROJECT LOCATION MAP
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SEAL
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DATE		



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GENERAL NOTES:

1. ALL ELEVATIONS REFERENCE THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 88).
2. ALL DRAWING COORDINATES REFERENCE STATE PLANE FLORIDA NORTH NAD 83.
3. AERIAL IMAGERY TAKEN IN 2016 AND OBTAINED FROM FLORIDA DEPARTMENT OF TRANSPORTATION, UNLESS NOTED OTHERWISE. AERIAL IMAGERY DISPLAYED HEREON FOR INFORMATIONAL PURPOSES ONLY, NO PHOTOGRAPHIC ACCURACY IS IMPLIED BY THIS MAP.
4. EXISTING PARCEL BOUNDARIES AND TOPOGRAPHY SURVEYED ON SEPTEMBER 13, 2017 BY GUSTIN, COTHERN AND TUCKER, INC.
5. DESTIN HARBOR ENTRANCE CHANNEL BATHYMETRY SURVEYED ON JANUARY 21, 2016 BY GUSTIN, COTHERN AND TUCKER, INC.
6. FEDERAL NAVIGATION CHANNEL LIMITS OBTAINED FROM THE U.S. ARMY CORPS OF ENGINEERS MOBILE DISTRICT DRAWING FILE "DESTIN, FLORIDA, WEST BAY TO SANTA ROSA SOUND. EAST PASS PROPOSED DREDGING AND DISPOSAL LOCATION." SHEET 2 OF 13, DATED JULY 2008. (FDEP MAINTENANCE DREDGING PERMIT #0288799-001-JC). FEDERAL NAVIGATION CHANNEL MARKERS DERIVED FROM FILE "ENTRANCE CHANNEL STA 43+00 TO STA 95+00 CONDITION SURVEY" DATED SEPT. 2012.
7. TIDAL DATUMS OBTAINED FROM NOAA CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS AND SERVICES ([HTTP://TIDESANDCURRENTS.NOAA.GOV/](http://tidesandcurrents.noaa.gov/)).
8. CONSTRUCTION SHALL NOT VIOLATE STATE WATER QUALITY STANDARDS.
9. THE PROPOSED PROJECT DOES NOT INCLUDE ANY IMPACTS TO EXISTING NATURAL RESOURCES, WETLAND AREAS OR SEAGRASSES

GENERAL DOCKING FACILITY NOTES:

1. NO FUELING FACILITIES OR LIVEBOARDS ARE PROPOSED.
2. THE DOCKING FACILITY WILL INCLUDE A SEWAGE PUMP-OUT SYSTEM CONNECTED TO AN UPLAND CENTRALIZED SEWER COLLECTION SYSTEM.
3. STRUCTURE ELEVATIONS AND CONSTRUCTION MATERIALS ARE SUBJECT TO CHANGE IN THE FINAL DESIGN. PILE EMBEDMENT AND DIMENSIONS WILL BE DETERMINED DURING FINAL DESIGN.
3. DOCK PILINGS WILL BE WRAPPED TREATED TIMBER OR OTHERWISE MADE FROM NON-LEACHING MATERIALS.
4. THE LOCATION OF TURBIDITY CURTAINS SHOWN ON THESE DRAWINGS FOR INFORMATIONAL PURPOSES ONLY. TURBIDITY CURTAINS SHALL BE LOCATED AND REPOSITIONED BY THE CONTRACTOR USING BEST MANAGEMENT PRACTICES TO ASSURE WATER QUALITY STANDARDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.

GENERAL DREDGE AND FILL NOTES:

1. ALL PROPOSED DREDGE MATERIAL SHALL BE MECHANICALLY OR HYDRAULICALLY DREDGED FROM THE DREDGE AREA DESIGNATED IN THESE DRAWINGS. FOR MECHANICAL DREDGING, DREDGED MATERIAL SHALL BE PLACED ALONG THE UPLANDS AND REGRADED ON-SITE. FOR HYDRAULIC DREDGING, DREDGED MATERIAL SHALL BE PUMPED TO THE PROPOSED UPLAND DREDGE MATERIAL MANAGEMENT AREA AND DEWATERED IN-PLACE. NO DIRECT DISCHARGE TO OPEN WATERS IS PROPOSED.
2. DREDGE MATERIAL MANAGEMENT AREAS (DMMA's) WILL BE SITED TO REMAIN WITHIN THE APPLICANT'S UPLAND PROPERTY AND ABOVE THE MEAN HIGH WATER LINE. DMMA's WILL INCLUDE STAKED HAY BALES, TURBIDITY CURTAINS, AND/OR OTHER BMPS AT ANY CONTROLLED OVERFLOW/DISCHARGE AREAS.

PROPOSED DOCK PLAN:

1. TOTAL NUMBER OF PERMANENT SLIPS: 51
2. FLEXIBLE MOORING AREA: ~ 398 L.F. (4 SLIPS)
3. FIXED TIMBER DOCK AREA: ~12,383 S.F.
4. PROPOSED SOVEREIGN SUBMERGED LAND LEASE AREA: 105,411 S.F. (2.42 ACRES)

PROPOSED DREDGE PLAN:

1. TOTAL RIP RAP: ~ 600 L.F. (~ 9,000 C.F.)
2. PROPOSED TOTAL DREDGE AREA: ~ 43,772 S.F. (~1.0 ACRES)
3. DREDGE VOLUME BELOW MHW: ~ 6,340 C.Y.
DREDGE VOLUME ABOVE MHW: ~ 3,320 C.Y.
TOTAL DREDGE VOLUME: ~9,660 C.Y.
4. PROPOSED DMMA CAPACITY: ~14,180 C.Y.

TIDAL DATUM REFERENCE:

MHHW ——— 0.73'
MHW ——— 0.72'

MSL ——— 0.40'

MLW ——— 0.13'
MLLW ——— 0.12'
NAVD 88 ——— 0.00'



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FIGURE 2
GENERAL NOTES
POINTE RESORT MARIN/
OKALOOSA COUNTY, FLOR

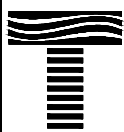
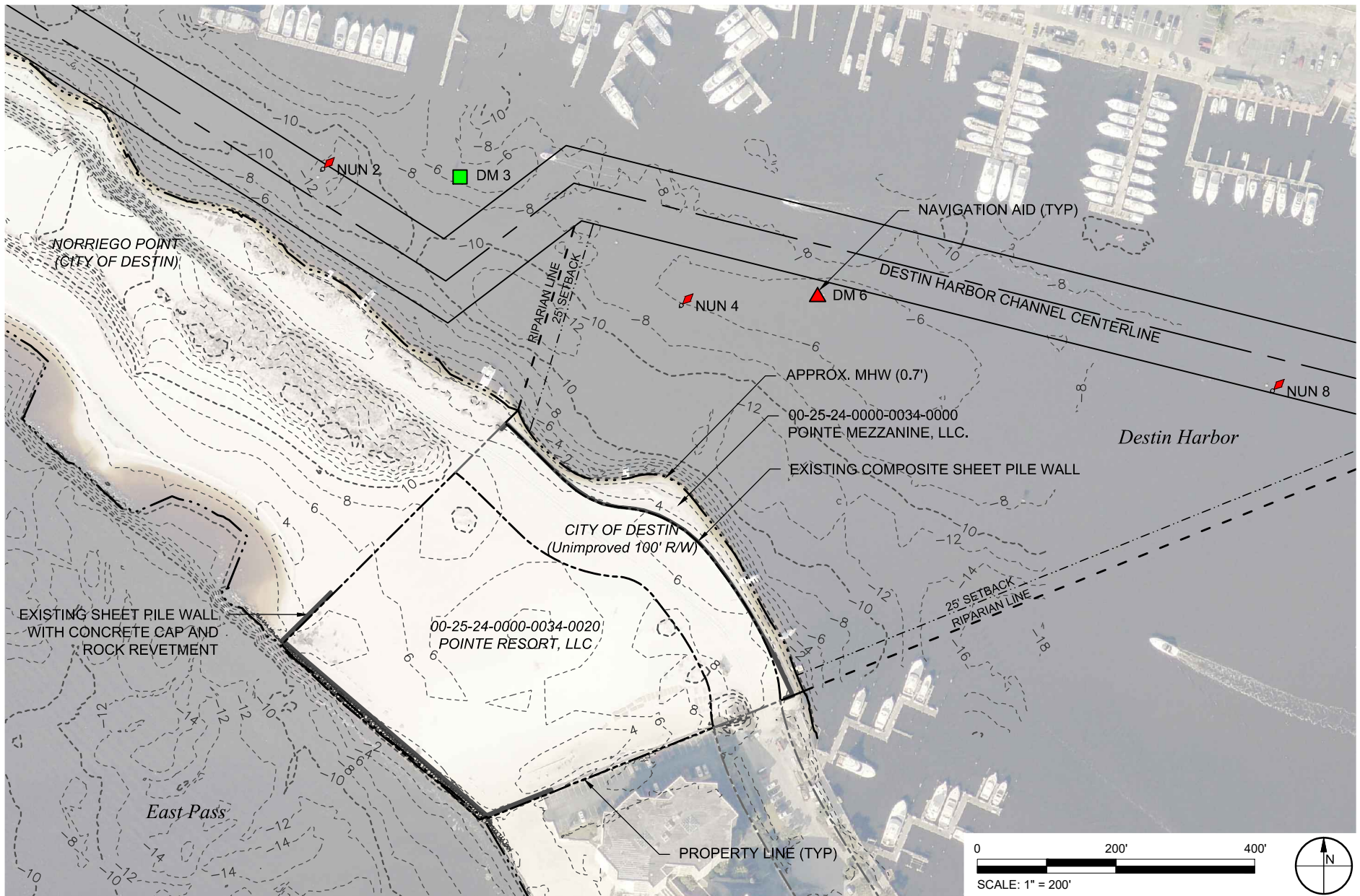
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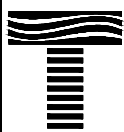
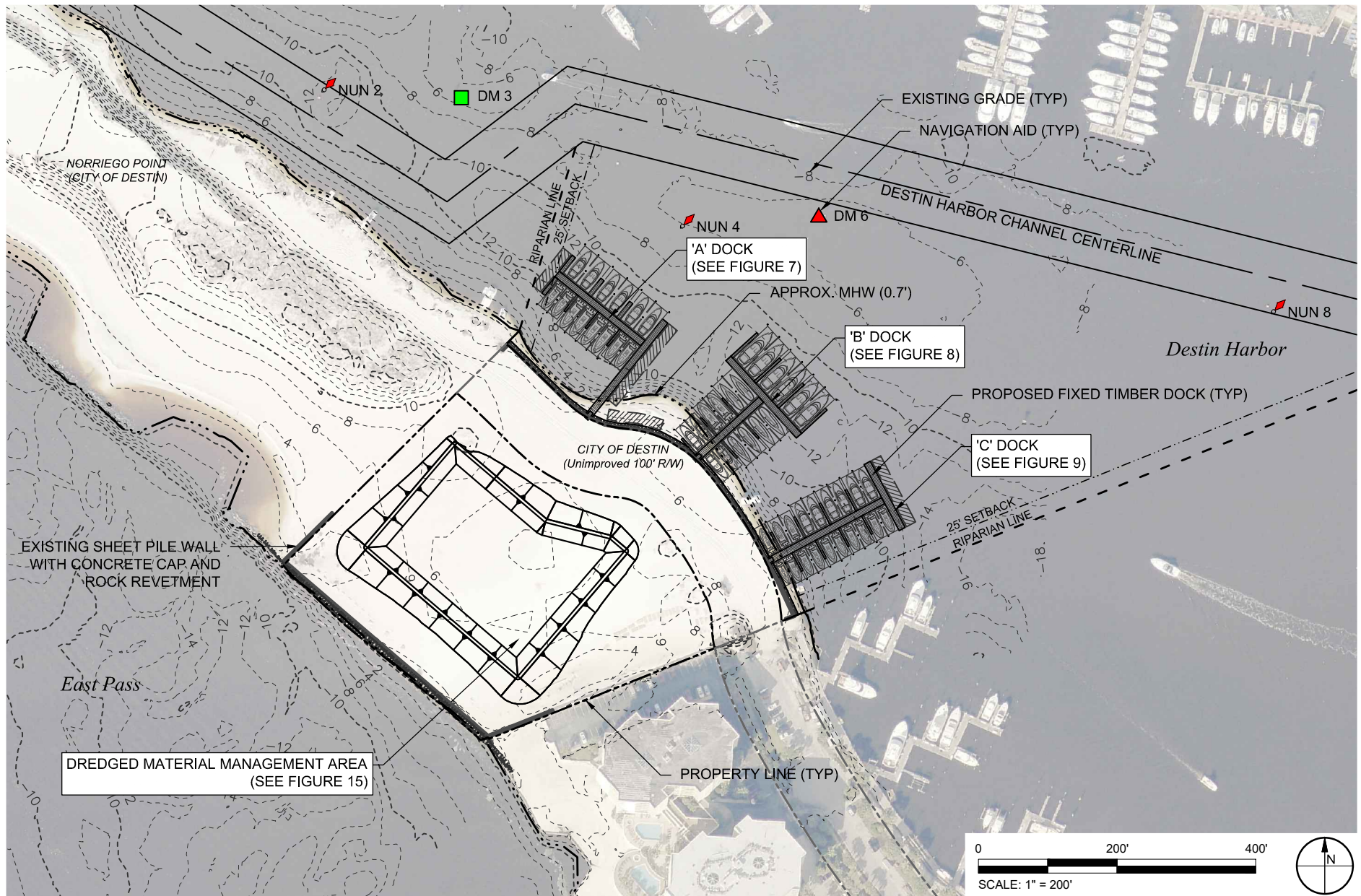
FIGURE 3
EXISTING CONDITIONS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT	C2017-004-01	SEAL
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DATE		



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Pointe Mezzanine, LLC
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FIGURE 4
PROJECT OVERVIEW
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01

SEAL

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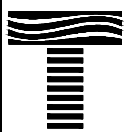
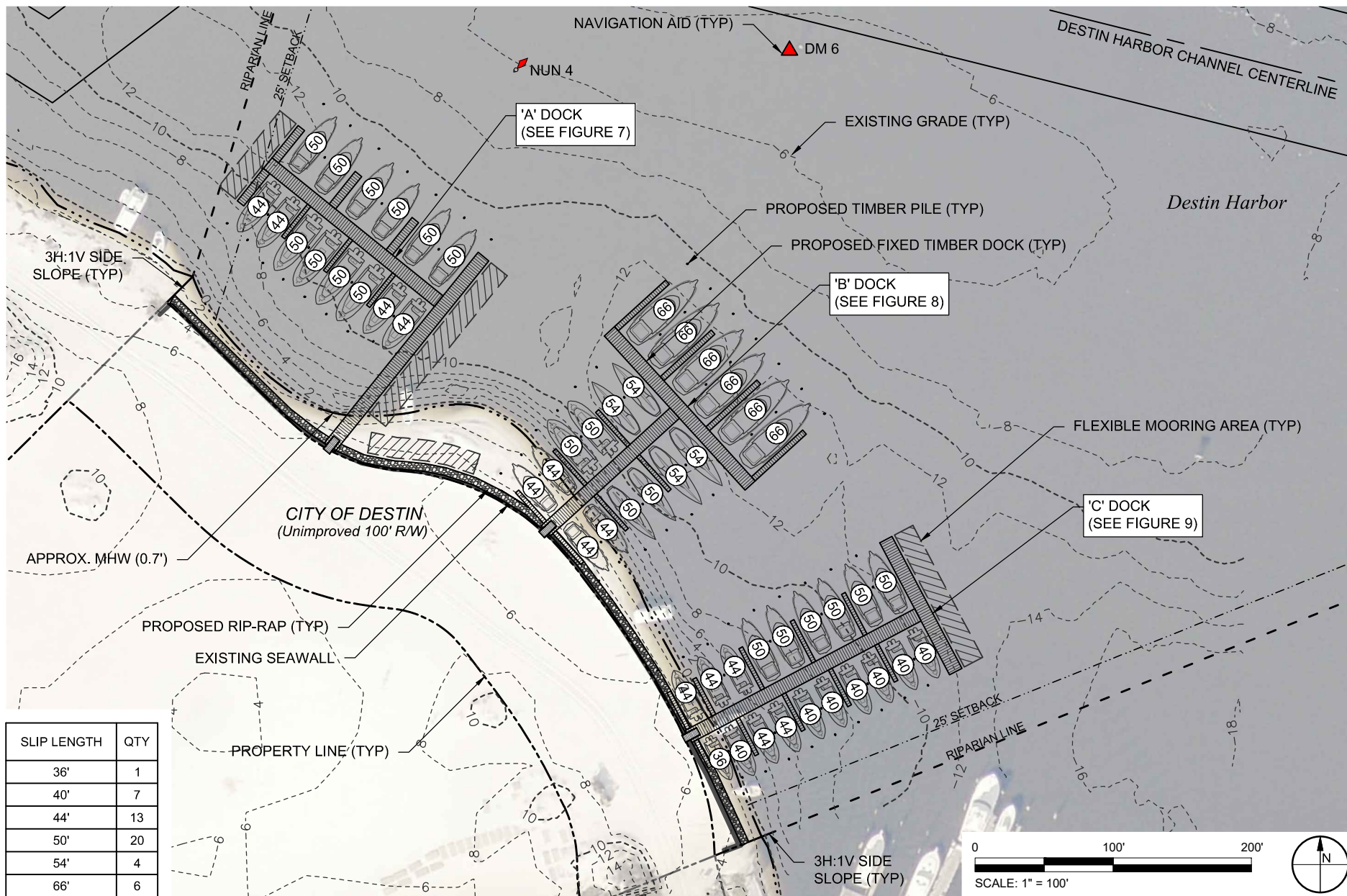
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FIGURE 5
PROPOSED MARINA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01 SEAL

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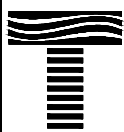
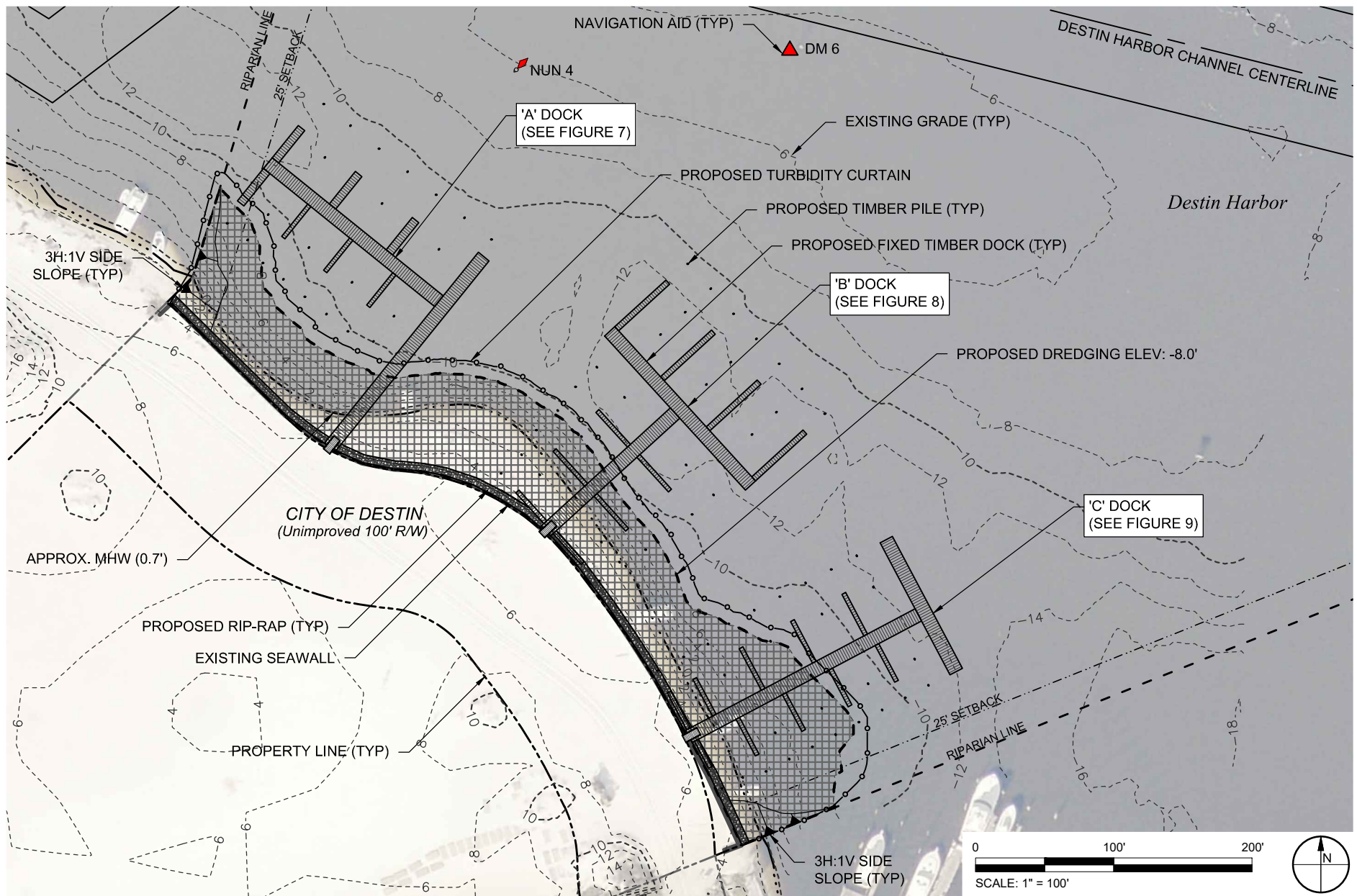
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Pointe Mezzanine, LLC
September 19, 2018
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FIGURE 6
PROPOSED MARINA DREDGE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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SHEET		
DATE		



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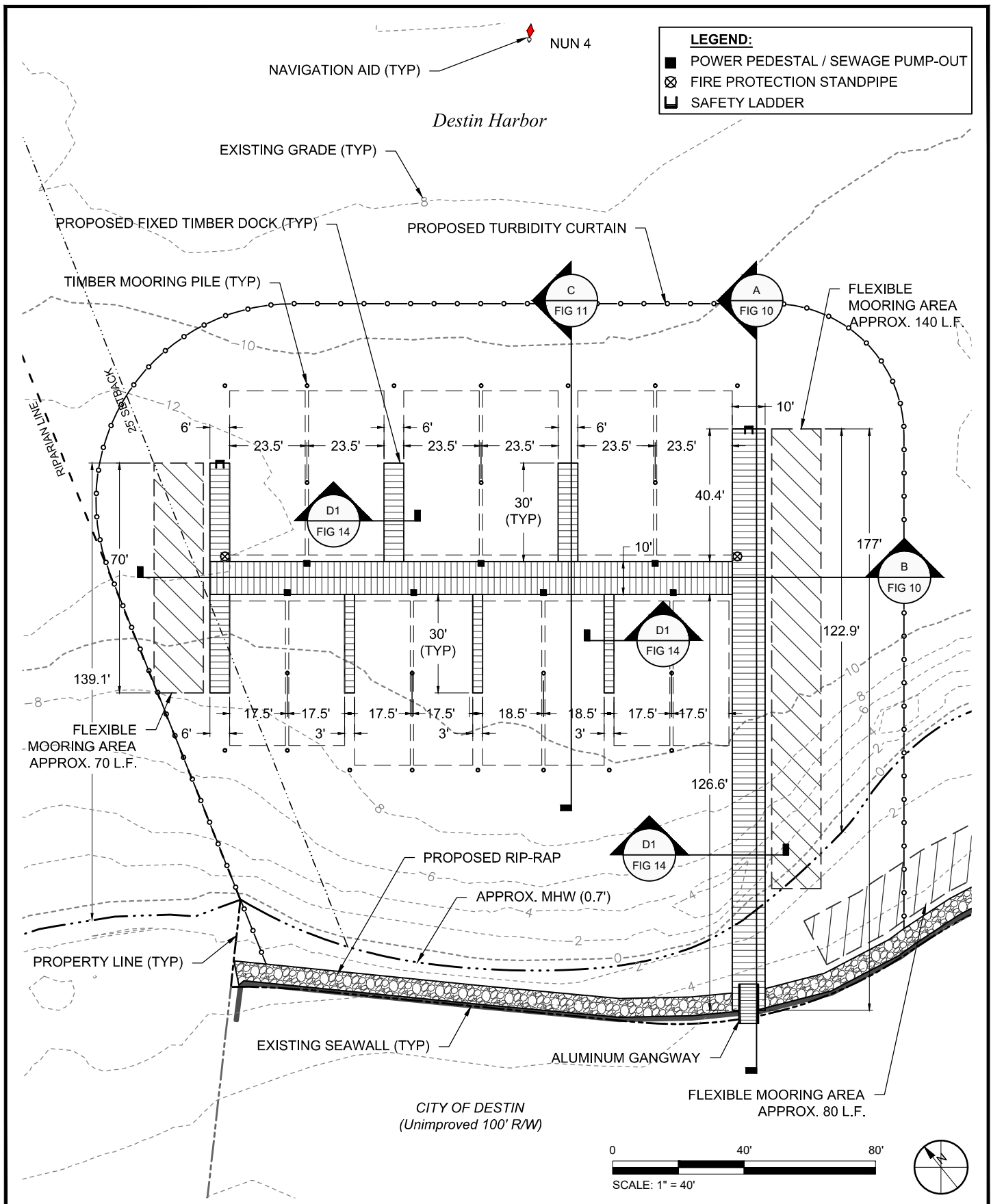
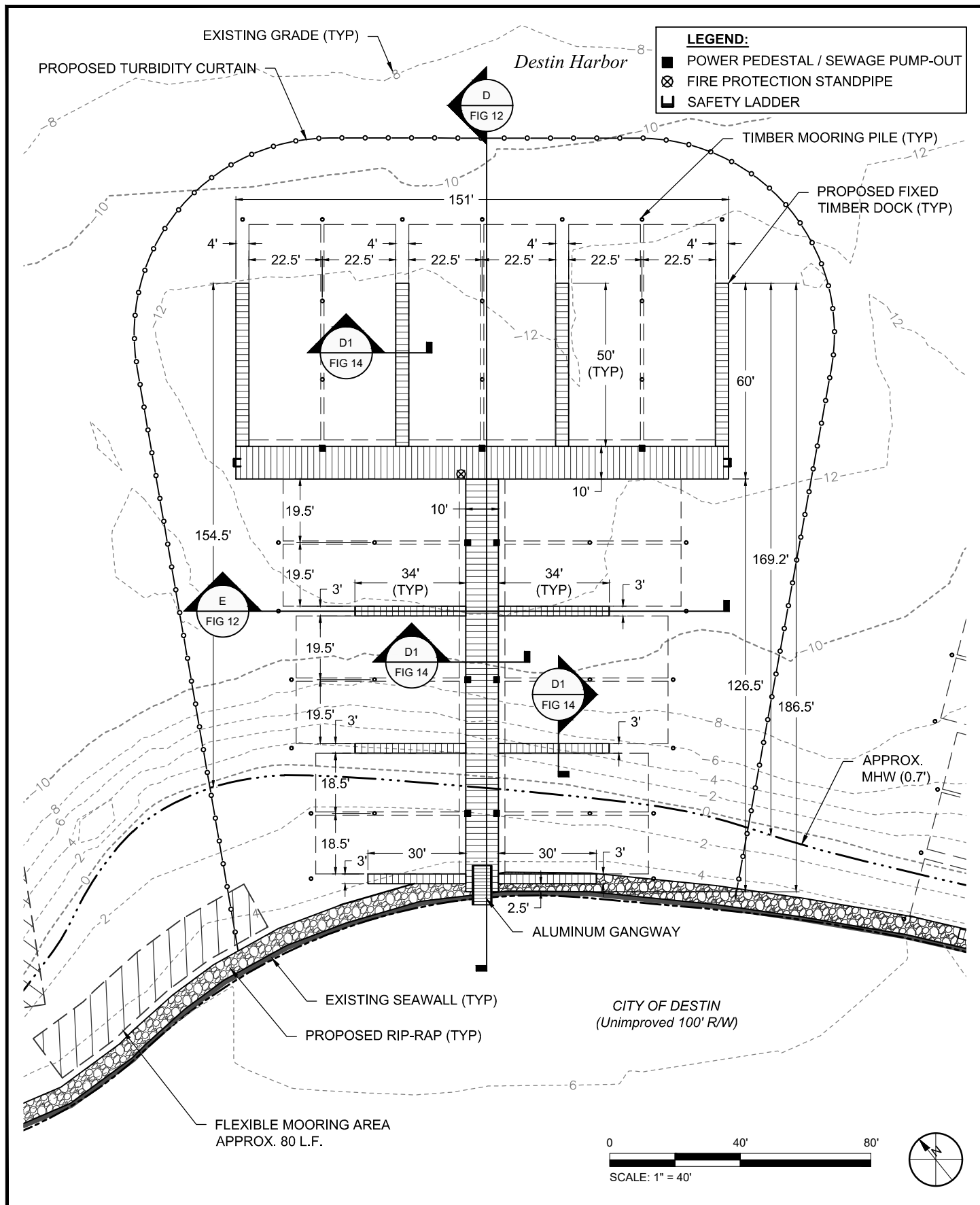


FIGURE 7
PROPOSED DOCK PLAN - 'A'
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REV

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FIGURE 8
PROPOSED DOCK PLAN - 'R'
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT: C2017-004-01 DRAWN BY: CAS/NP SHEET: 8 of 20

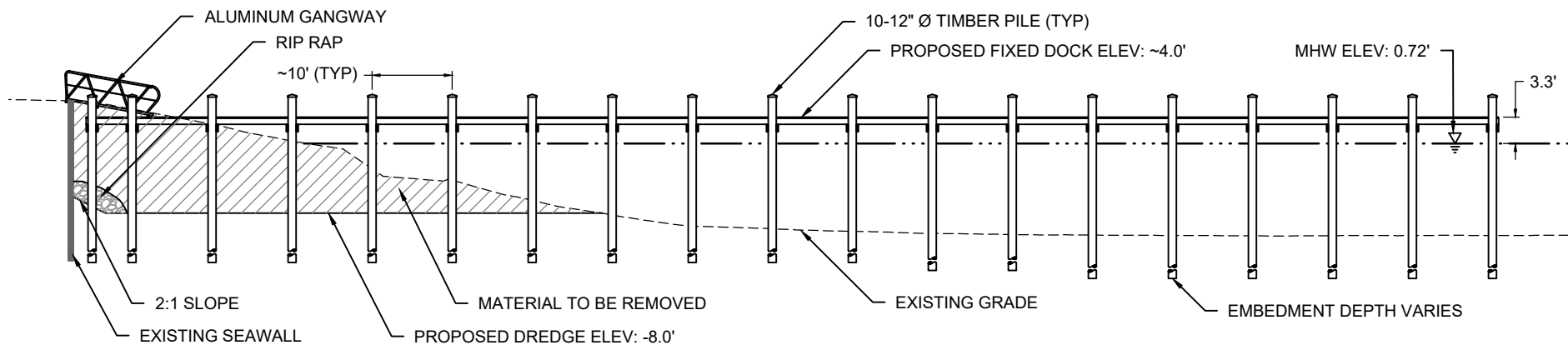
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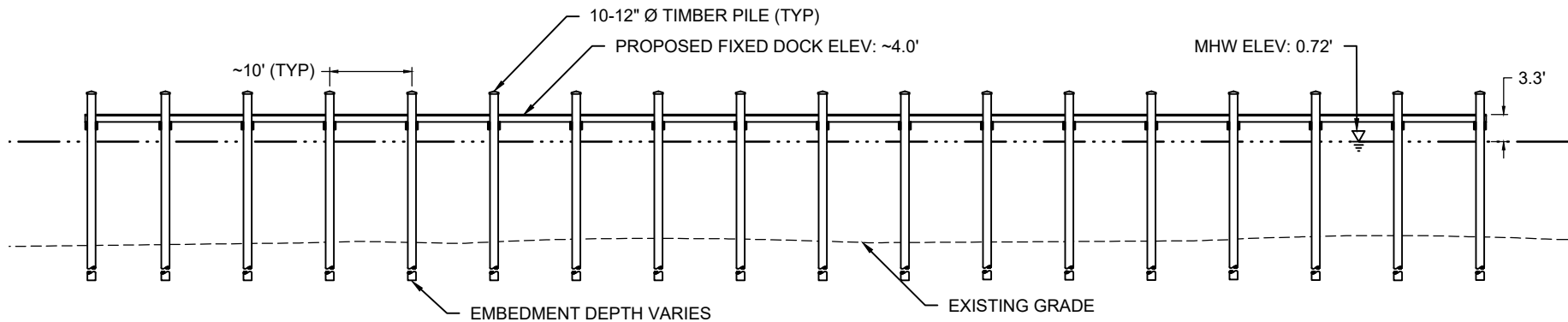
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PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW

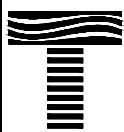
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A
FIG 7 'A' DOCK - SECTION A
SCALE: 1" = 20'



B
FIG 7 'A' DOCK - SECTION B
SCALE: 1" = 20'



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FIGURE 10
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

PROJECT C2017-004-01 SEAL

DRAWN BY CAS/MD

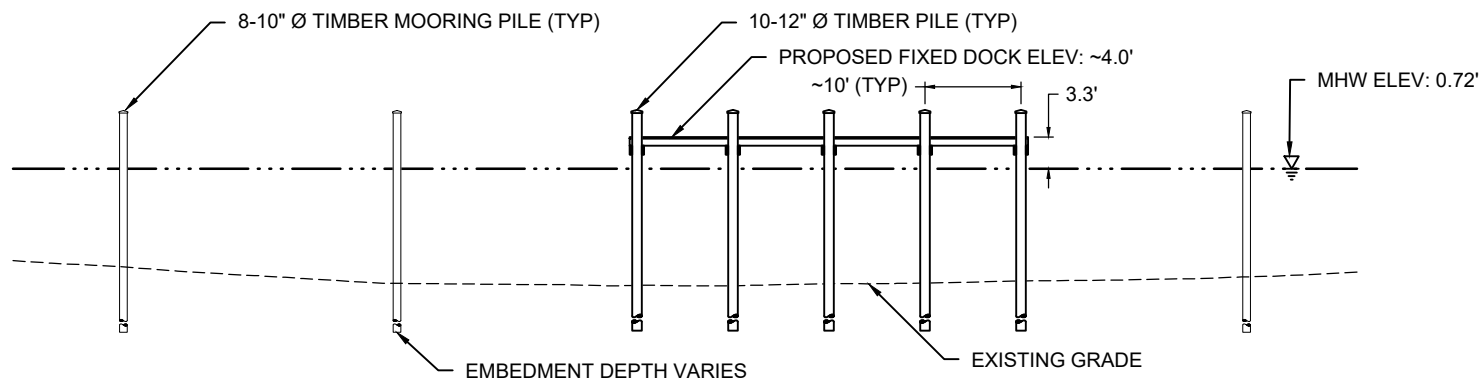
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C 'A' DOCK - SECTION C
FIG 7 SCALE: 1" = 20' 0 20'



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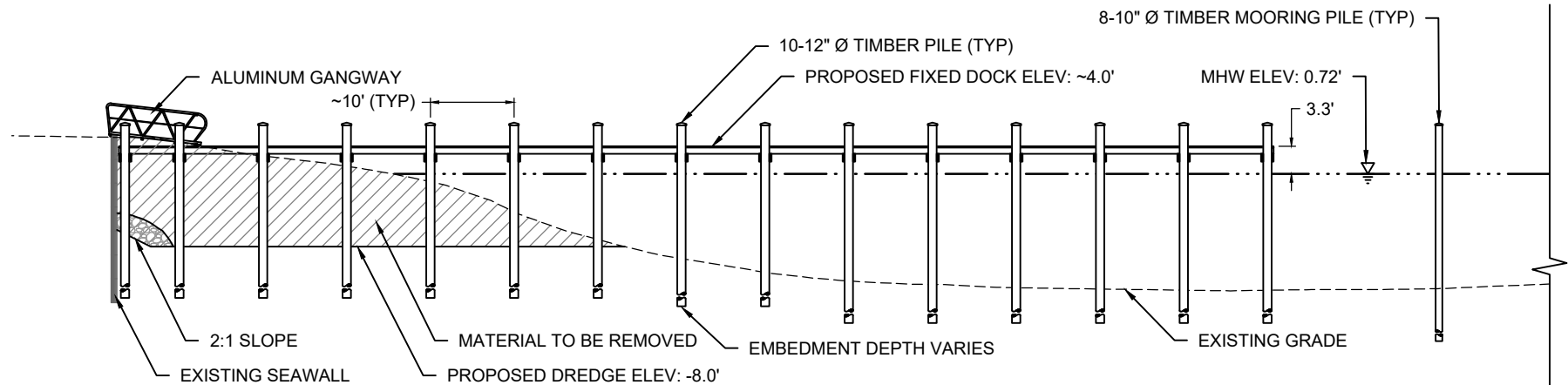
FIGURE 11
SECTIONS - 'A' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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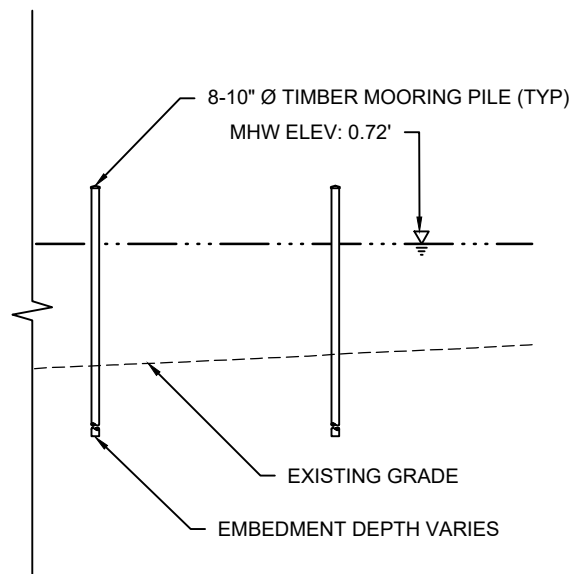


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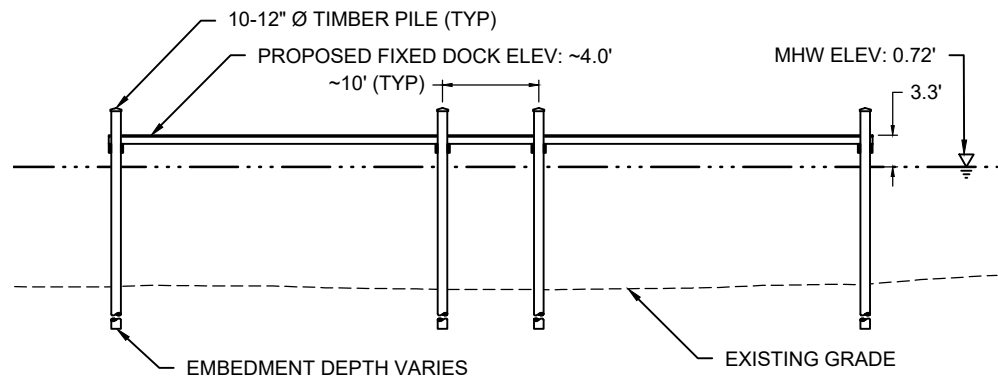
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'B' DOCK - SECTION D
FIG 8 SCALE: 1" = 20'



'B' DOCK - SECTION D (CONTINUED)
FIG 8 SCALE: 1" = 20'



'B' DOCK - SECTION E
FIG 8 SCALE: 1" = 20'



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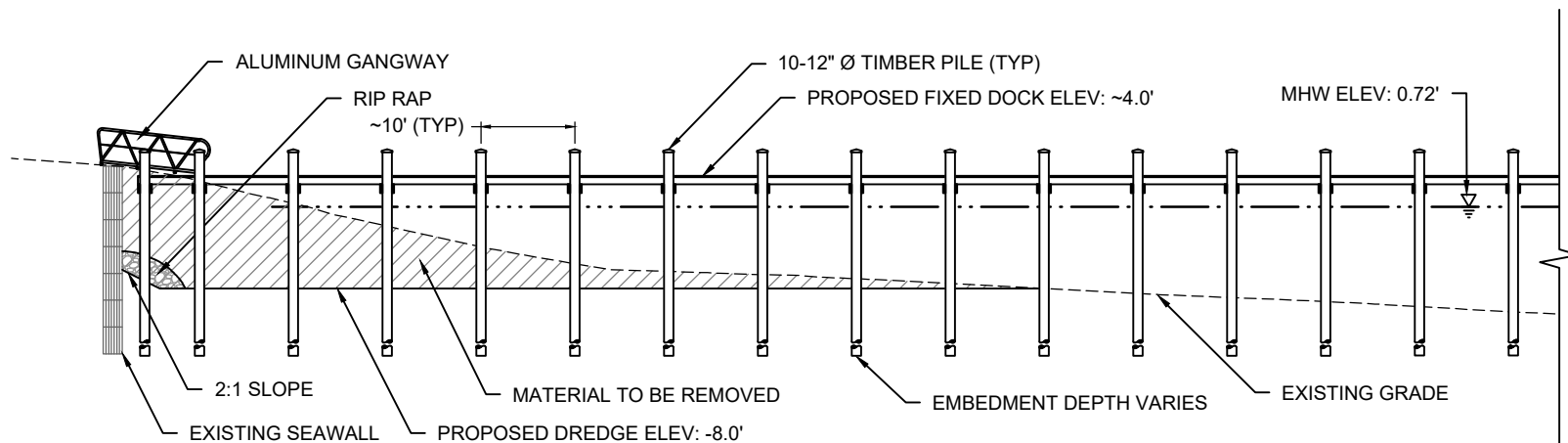
FIGURE 12
SECTIONS - 'B' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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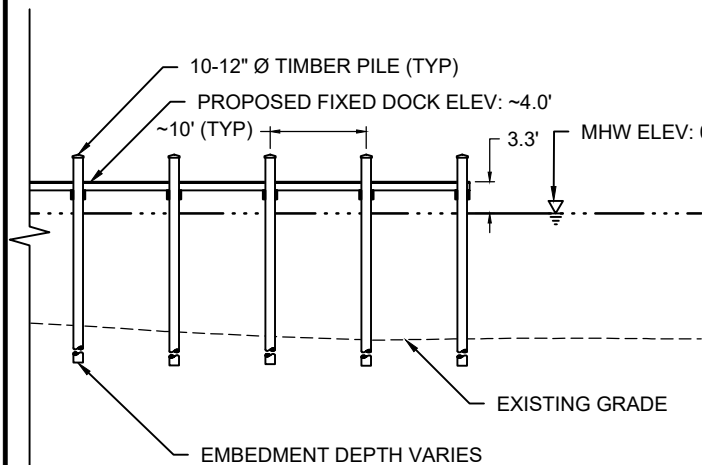


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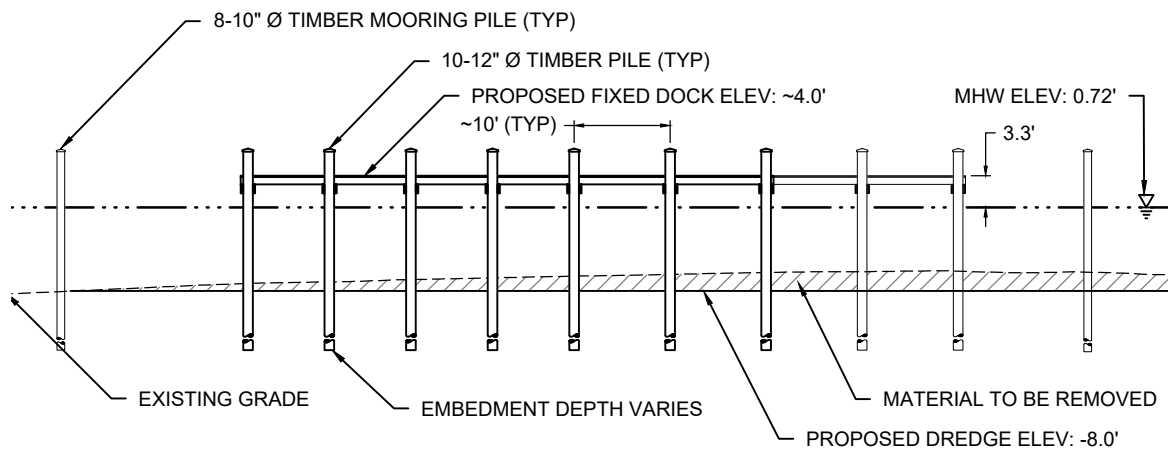
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F 'C' DOCK - SECTION F
FIG 9 SCALE: 1" = 20' 0 20'



F 'C' DOCK - SECTION F (CONTINUED)
FIG 9 SCALE: 1" = 20' 0 20'



G 'C' DOCK - SECTION G
FIG 9 SCALE: 1" = 20' 0 20'



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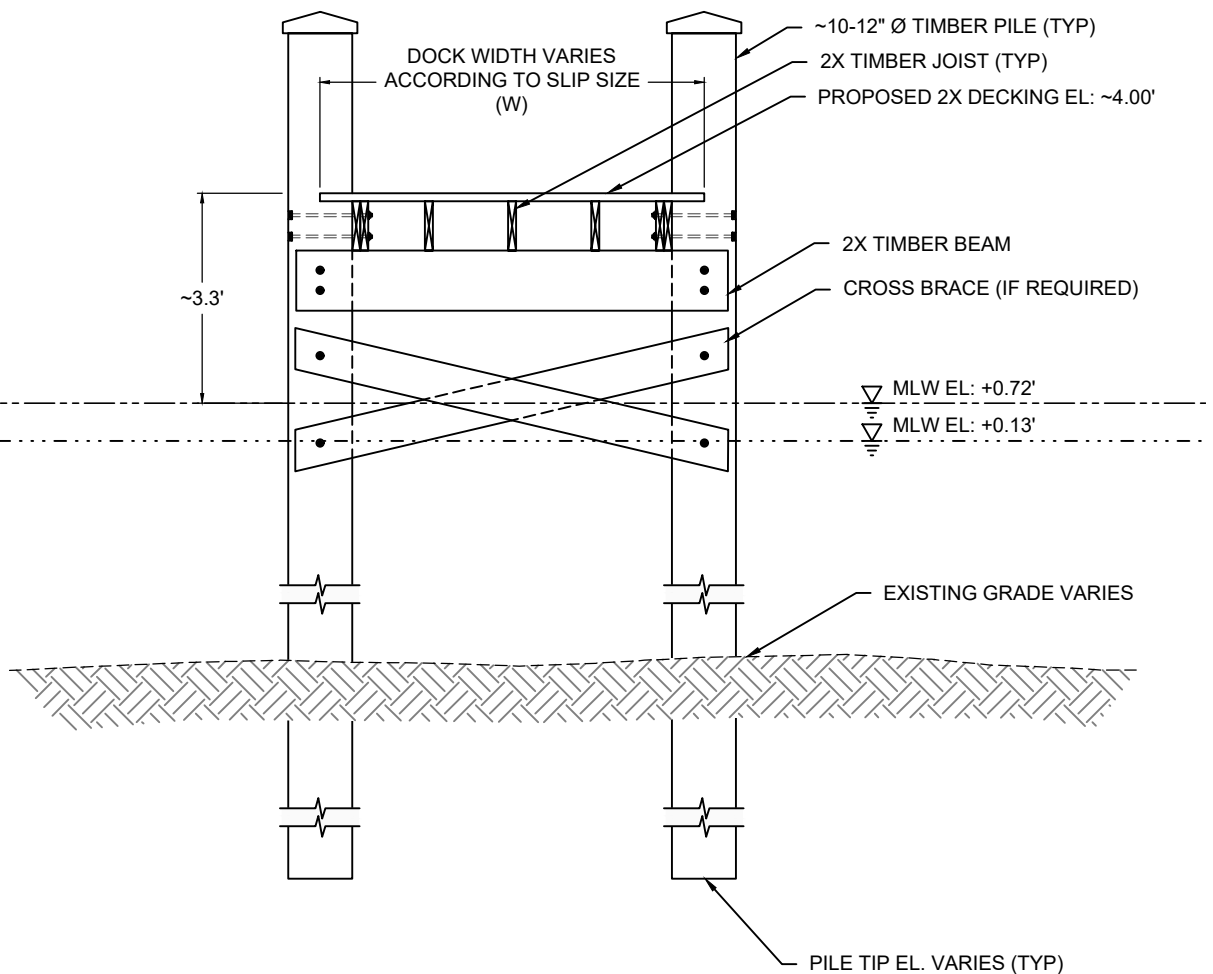
FIGURE 13
SECTIONS - 'C' DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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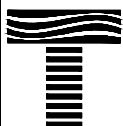


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SLIP SIZE AND WIDTH (W)	
SLIP SIZE	W
30' - 50'	3' - 6'
66'	4'
MAIN ACCESS DOCK	10'



(D1) TYPICAL FIXED FINGER PIER TIMBER DOCK
NOT TO SCALE



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FIGURE 14
TYPICAL FIXED TIMBER DOCK
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

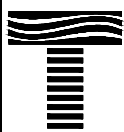
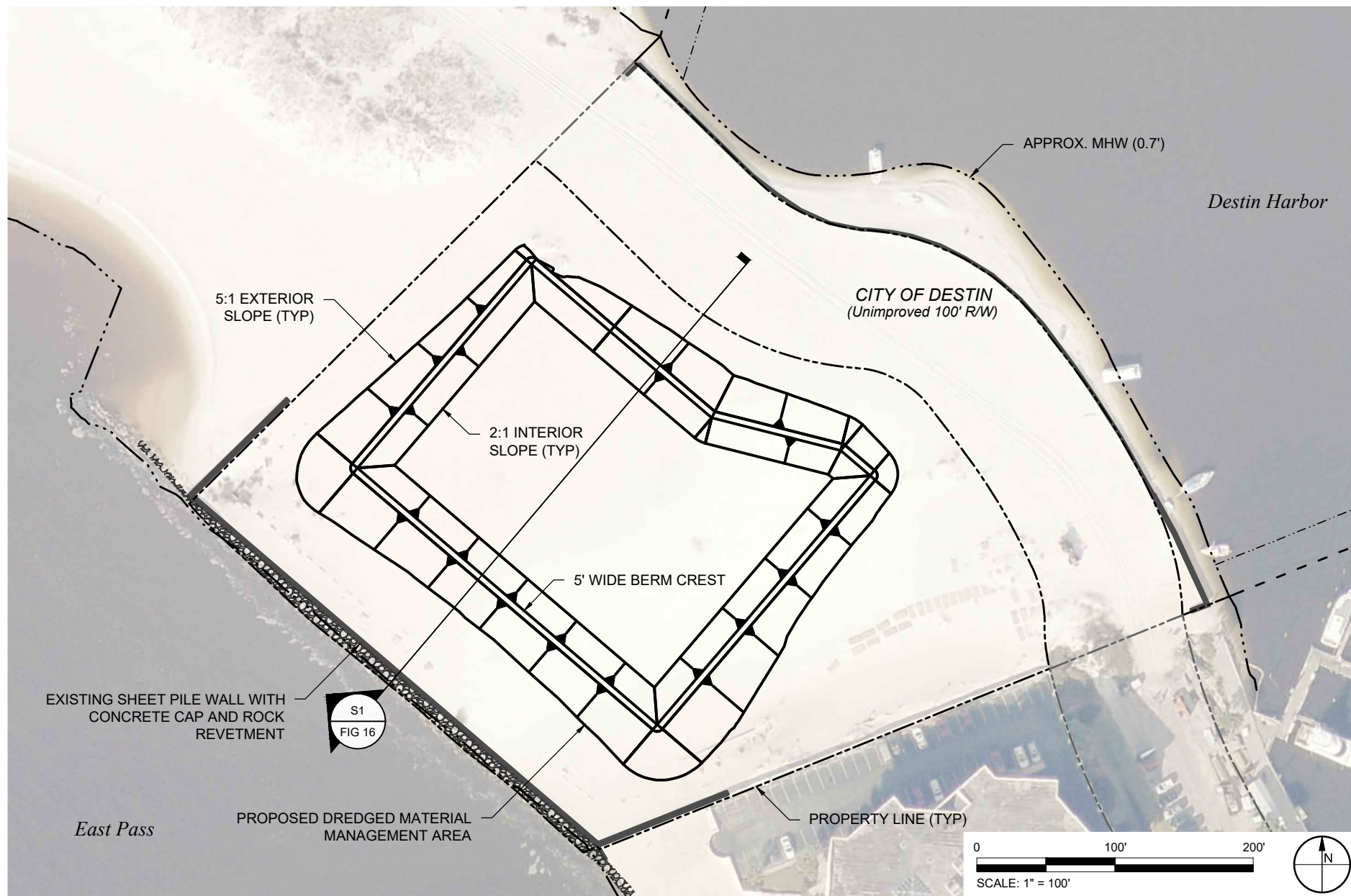
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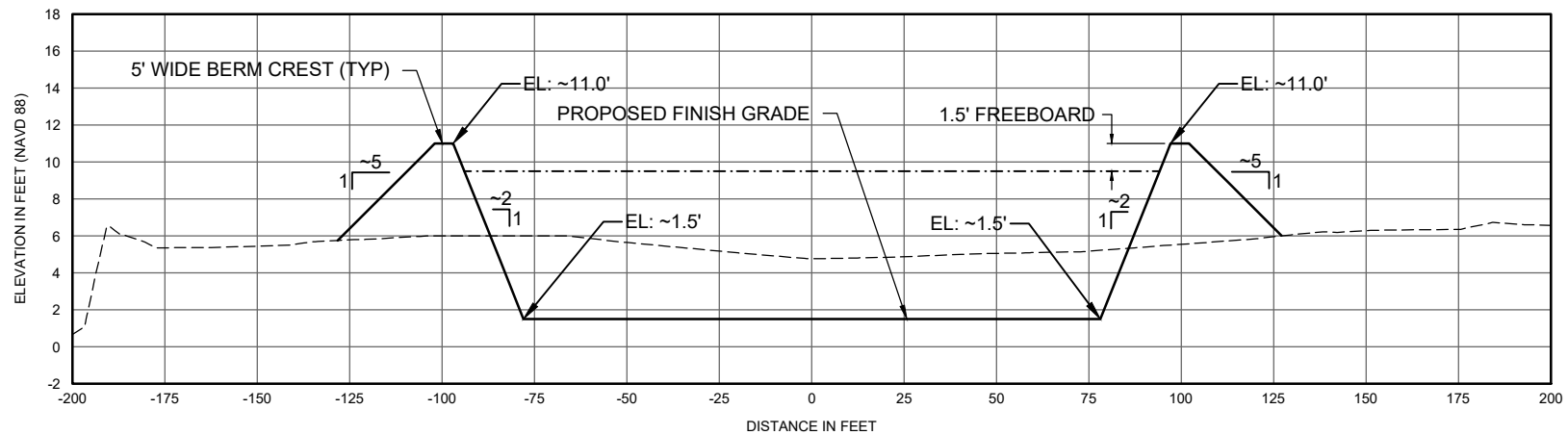
FIGURE 15
DREDGED MATERIAL MANAGEMENT AREA SITE PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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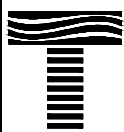


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S1
FIG 15 DREDGED MATERIAL MANAGEMENT AREA TYPICAL SECTION
SCALE: 1" = 50'
V-SCALE: 1" = 10'



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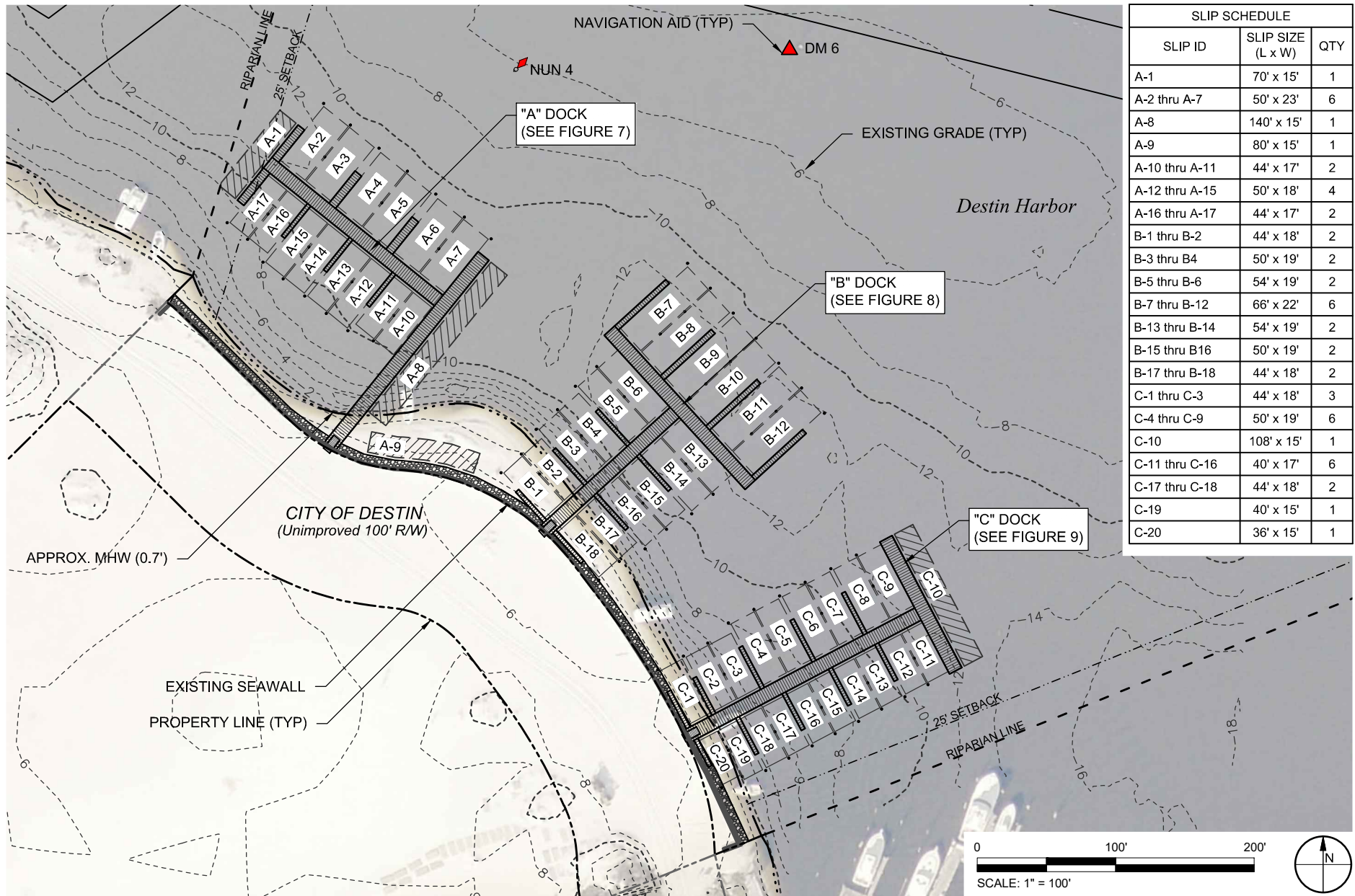
FIGURE 16
DREDGED MATERIAL MANAGEMENT AREA TYPICAL SECTION
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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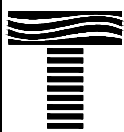


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SLIP SCHEDULE		
SLIP ID	SLIP SIZE (L x W)	QTY
A-1	70' x 15'	1
A-2 thru A-7	50' x 23'	6
A-8	140' x 15'	1
A-9	80' x 15'	1
A-10 thru A-11	44' x 17'	2
A-12 thru A-15	50' x 18'	4
A-16 thru A-17	44' x 17'	2
B-1 thru B-2	44' x 18'	2
B-3 thru B-4	50' x 19'	2
B-5 thru B-6	54' x 19'	2
B-7 thru B-12	66' x 22'	6
B-13 thru B-14	54' x 19'	2
B-15 thru B-16	50' x 19'	2
B-17 thru B-18	44' x 18'	2
C-1 thru C-3	44' x 18'	3
C-4 thru C-9	50' x 19'	6
C-10	108' x 15'	1
C-11 thru C-16	40' x 17'	6
C-17 thru C-18	44' x 18'	2
C-19	40' x 15'	1
C-20	36' x 15'	1



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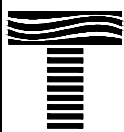
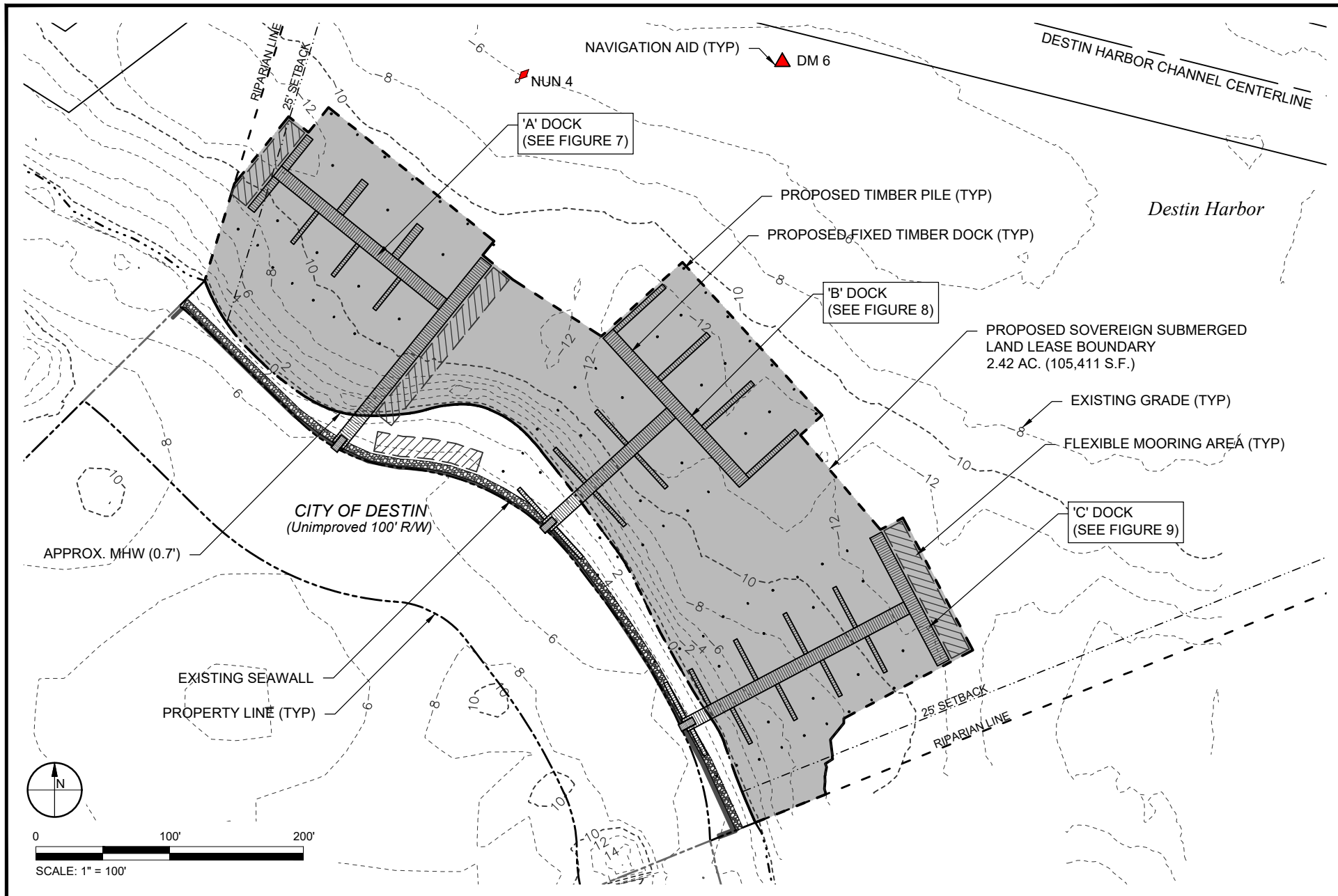
FIGURE 17
PROPOSED MARINA SLIP PLAN
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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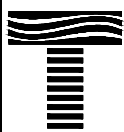
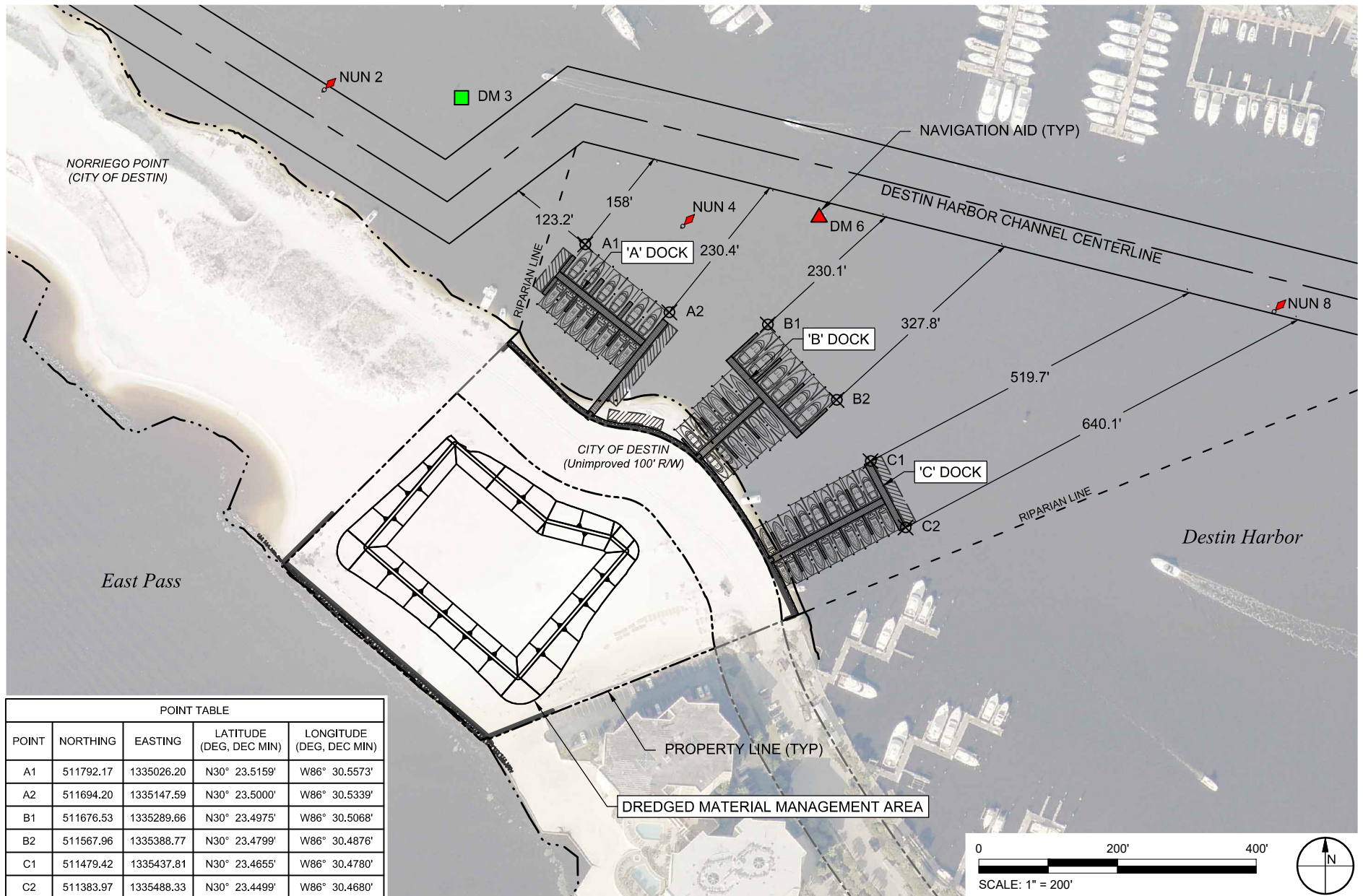
FIGURE 18
PROPOSED SOVEREIGN SUBMERGED LAND LEASE BOUNDARY
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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FIGURE 19
FEDERAL NAVIGATION CHANNEL OFFSETS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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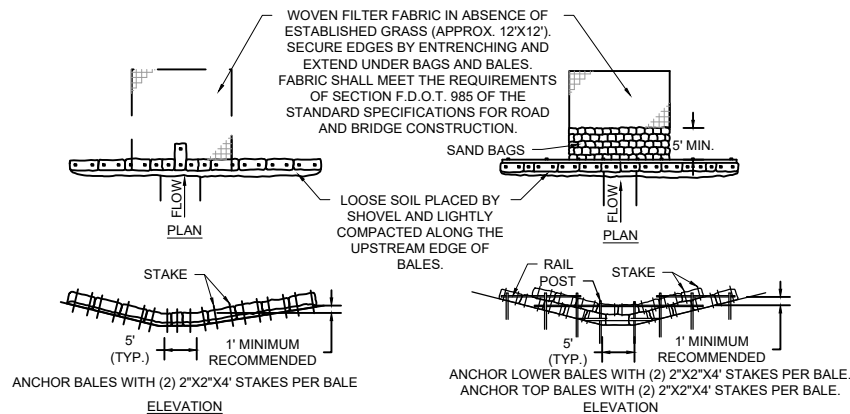
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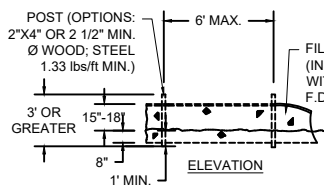
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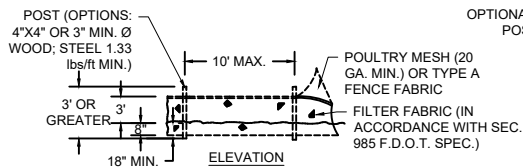
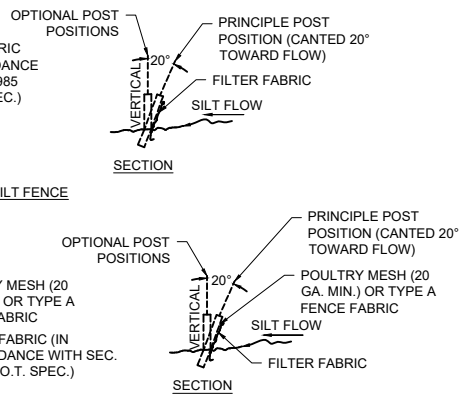


APPLICATION AND SPACING OF TYPES I & TYPES II HAY BALE BARRIERS SHALL BE IN ACCORDANCE WITH SHEET 1 OF 3, F.D.O.T. INDEX NO. 102

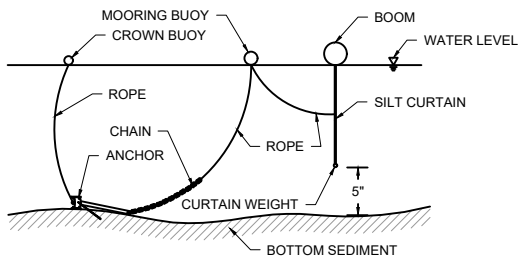
TYPICAL STRAW BALE DETAIL



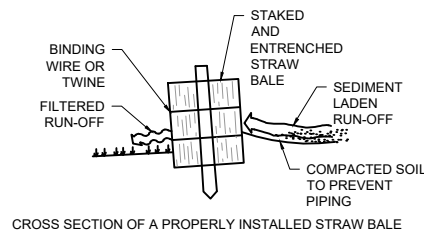
TYPE III SILT FENCE



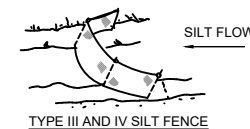
TYPE IV SILT FENCE



TURBIDITY CURTAIN DETAIL

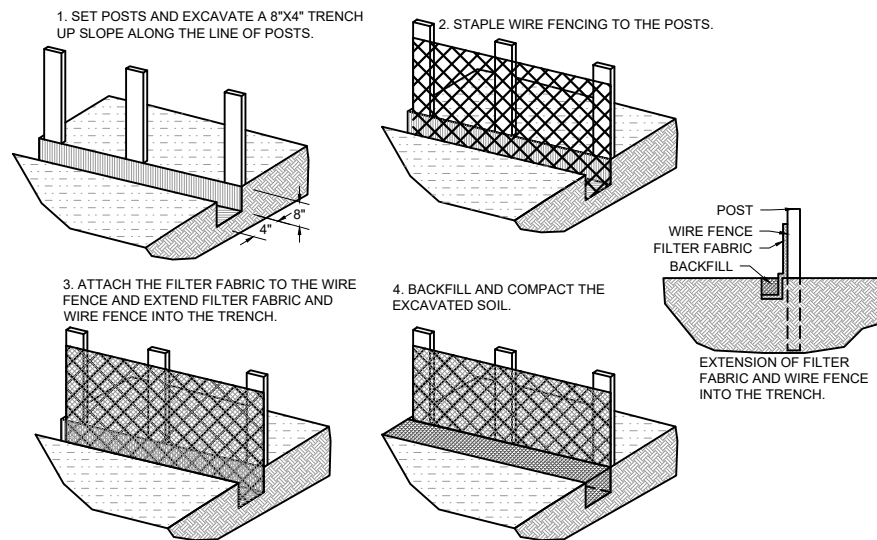


CROSS SECTION OF A PROPERLY INSTALLED STRAW BALE

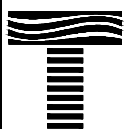


TYPE III AND IV SILT FENCE
DITCH INSTALLATION AND SPACING FOR TYPE III & TYPE IV FENCE TO BE IN ACCORDANCE WITH SHEET 1 OF 3, OF THE F.D.O.T. INDEX NO. 102

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.



SILT FENCE INSTALLATION DETAILS



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FIGURE 20
EROSION AND TURBIDITY CONTROL DETAILS
POINTE RESORT MARINA
OKALOOSA COUNTY, FLORIDA

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September 19, 2018
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AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502. For electronic mail saj-rd-enforcement@usace.army.mil (not to exceed 10 MB). If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.

1. Department of the Army Permit Number: SAJ-2005-06882 (SP-MDZ)

2. Permittee Information:

Name: _____

Address: _____

3. Project Site Identification (physical location/address):

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

Signature of Engineer

Name (*Please type*)

(FL, PR, or VI) Reg. Number

Company Name

City

State

ZIP

(Affix Seal)

Date

Telephone Number

Date Work Started: _____ Date Work Completed: _____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2013

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



**U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological
Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities**

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html
- 2) **(AP.8.) Reporting** of interactions with protected species:
 - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
 - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
 - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
 - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
 - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.
- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
 - a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- 4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.
- 5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.
- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
 - b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.



CITY of DESTIN

4200 Two Trees Road • Destin, Florida 32541



www.cityofdestin.com

September 29, 2009

Order No. 09-17

Final Development Order:

"THE POINTE BEACH & YACHT CLUB" **A MINOR TIER II DEVELOPMENT** **(SP-09-07)**

Based upon the City's approval and issuance of this Development Order, on September 29, 2009, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

PROJECT DESCRIPTION:

Pointe One, LLC, is requesting approval of a multifamily residential development consisting of 79 long term dwelling units, a parking garage, and swimming pools as part of a 9-story complex. The proposed project will be located at 1 Gulf Shore Drive, a vacant parcel at the west terminus of Gulf Shore Drive on Holiday Isle also identified by the Okaloosa County Property Appraiser as Parcel No. 00-2S-24-0000-0034-0000. The project also includes the development and dedication of a 100 foot extension of the Gulf Shore Drive right of way. The total site area, less the 100-foot right-of-way land dedication, is 4.017 acres.

DETERMINATIONS:

1. All the findings of the Technical Review Committee report dated September 28, 2009 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 **September 29, 2009** (no later than **September 29, 2010**), 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).

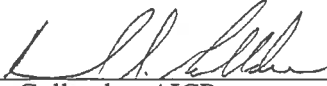
NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the 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 **“The Pointe Beach & Yacht Club”** 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 start of any construction**, the proposed relocation of the 14” water service line and installation of fire hydrants must be completed (Destin Fire Control District).
 - B. **Prior to obtaining any City Permits**, all outstanding fees associated with this project must be paid in full.
 - C. **Prior to obtaining any City Permits**, provide a debris & soil hauling plan (truck route) through the City. Any road damage that is determined to be caused by this project operation shall be required to be repaired prior to obtaining any Certificate of Occupancy (C.O.).

- D. **Prior to obtaining any City Permits**, a copy of the NFWFMD stormwater and a NPDES Stormwater Construction Generic Permit approval (if applicable) shall be provided.
- E. **Prior to obtaining any City Permits**, obtain a City of Destin Right-of-Way Construction Permit from the Public Services Department.
- F. **Prior to obtaining a City of Destin Right-of-Way Construction Permit**, a sidewalk easement agreement must be executed and recorded in the official records of Okaloosa County. The applicant shall provide the owner's information and legal descriptions to the City Attorney so that he can create the sidewalk easement agreement which will cover those areas of the proposed sidewalks that are located outside of the Gulf Shore Drive right-of-way and on the subject property.
- G. **Prior to the issuance of the Building Permit for the Main Condominium building**, an outdoor lighting plan shall be submitted for review and approval by the Planning Division. The outdoor lighting plan must meet the requirements of Land Development Code section 7.17.01 *Outdoor lighting standards for the marine turtle conservation zone*. All lighting outdoor lighting plans must include photometrics and must show the type of fixture, bulb size/wattage, height of pole mounted lights, type of light shield, etc. Outdoor lighting shall be shielded downward and away from adjacent properties in order to avoid spill-over and illumination into the night sky.
- H. **Prior to the issuance of a Certificate of Occupancy**, provide all required thickness, density and compaction test results for Gulf Shore Drive.
- I. **Prior to the issuance of a Certificate of Occupancy**, the condominium documents must be reviewed and approved by the City Land Use Attorney and City Staff and properly recorded as stated within the Condominium Affidavit dated March 28, 2005. Additionally, a copy of the Condominium Documents, once recorded with the state, must be submitted to the City of Destin.
- H. **Prior to obtaining a Certificate of Occupancy**, the Stormwater Operation / Maintenance Plan (SWOMP) shall be acknowledged and signed by the Owner.
- I. **Prior to the issuance of a Certificate of Occupancy**, assigned address numbers for principal buildings shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts. *Ref. LDC Section 7.18.04*. Dwelling unit numbers must be displayed on the front door of each dwelling unit.
- J. **Prior to the issuance of a Certificate of Occupancy**, the landscaping and any outdoor lighting, if installed, must be inspected and approved by the Planning Division.
- K. **Prior to the issuance of a Certificate of Occupancy**, all applicable impact fees must be paid.
- L. **Prior to the issuance of a Certificate of Occupancy**, all outstanding fees associated with this project must be paid in full.

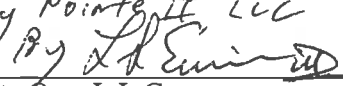
Additionally, the owner must comply with all of the comments, notes and conditions of the Technical Review Committee members as stated on pages 13 through 22 of the attached TRC Report dated September 28, 2009.

SIGNATURE BLOCK:



Ken Gallander, AICP
Community Development Director

9/29/09
Date

Pointe One, LLC
By Pointe One, LLC
By 

Pointe One, L.L.C.
Luke Evins
Managing Member

10/8/09
Date

TECHNICAL REVIEW COMMITTEE REPORT

“THE POINTE BEACH & YACHT CLUB” A MINOR TIER II DEVELOPMENT (SP-09-07)

TRC Report: September 28, 2009

ISSUE:

Applicant: Pointe One, LLC, is requesting approval of a Major Development identified as “The Pointe Beach & Yacht Club.”

Request: The proposed project is a multifamily residential development consisting of 79 long-term dwelling units, parking garage, and swimming pools as part of a 9-story structure complex (115 feet from lowest finished floor of the parking garage to the highest roof per the Land Development Code height definition or 100 feet from the FEMA Base Flood Elevation to the cornice line of the building per the City adopted Comprehensive Plan: 2010 height definition). In addition to the site development, the landowner dedicated to the City of Destin a portion of the property for a 100-foot public right-of-way as an extension to the existing Gulf Shore Drive right-of-way. This request does not include any piers, docks, boat slips, or marinas.

Location: The proposed project is located on a vacant parcel, which is located northwest of East Pass Towers – Phase I and more specifically known as Property Appraiser’s Parcel ID No. 00-2S-24-0000-0034-0000.

Parcel Size: The total site area, less the 100-foot right-of-way land dedication, is 3.964 acres, more or less.

Future Land Use: High Density Residential (HDR)

Zoning District: High Density Residential (HDR)

Density: Allowed: 19.9 long-term dwelling units per acre
Proposed: 79 long-term dwelling units / 4.017 acres = 19.7 long-term dwelling units per acre

Intensity: Not applicable for residential development in the HDR Future Land Use Map designation

Application Date: March 25, 2009

TRC Date: April 15, 2009

Approved Site Plan Date: September 28, 2009

DISCUSSION/FINDINGS:

The proposed request as presented and described is consistent with Comprehensive Plan: 2010 and Land Development Code, which include a Concurrency Management review, and a Level of Service review. This project is not located within the Town Center or the Harbor Community Redevelopment Areas, but is located within the Old Destin sub-area of the Multimodal Transportation District.

The Technical Review Committee (TRC) reviewed and approved the project with specific conditions as stated below.

COMPREHENSIVE PLAN/ZONING:

This application was reviewed pursuant to the City of Destin’s Comprehensive Plan: 2010 and Land Development Code (LDC). The property currently has a Future Land Use designation of High Density

Residential (HDR) and a Zoning district of High Density Residential (HDR). The proposed multifamily residential land use is consistent with the intent of the HDR Future Land Use designation as an acceptable land use pursuant to Comprehensive Plan: 2010. The HDR zoning district specifically allows for the described use as a permitted use.

CONCURRENCY MANAGEMENT:

Staff has received approved Concurrency Evaluation Certificates (CEC) for the following areas:

Traffic: Renaissance Planning Group, Inc., signed the CEC on June 24, 2009.

Solid Waste: Okaloosa County Solid Waste Department signed the CEC on January 20, 2009.

Potable Water: Destin Water Users, Inc. signed the CEC on April 15, 2009.

Sanitary Sewer: Destin Water Users, Inc. signed the CEC on April 15, 2009.

Stormwater Management: The City's Stormwater Manager signed the CEC on August 20, 2009

RIGHT-OF-WAY DEDICATION:

As a condition of the issuance of the Development Order, on April 16, 2009 the applicant dedicated to the City of Destin by general warranty deed, free and clear of encumbrances, the required land in order to provide a 100' wide ROW along the northeast portion of the development as shown on sheet C3 of the construction plans dated July 31, 2009.

TRANSPORTATION ANALYSIS:

The City's Transportation Consultant, Renaissance Planning Group, Inc., reviewed the applicant's transportation concurrency analysis and found that the proposed project does not degrade the level of service of those major transportation facilities in the City of Destin (urban collectors and arterials). Therefore, transportation concurrency has been satisfied for this project. This project must comply with the Multimodal Transportation District (MMTD) Concurrency Evaluation Certificate (CEC) dated June 24, 2009.

SUBDIVISION OR PLANNED UNIT DEVELOPMENT - PLAT:

Prior to the issuance of a Certificate of Occupancy, the condominium documents must be reviewed and approved by the City Land Use Attorney and City Staff and properly recorded as stated within the Condominium Affidavit dated March 28, 2005. The condominium documents must contain a restriction against short term occupancy. Additionally, a copy of the Condominium Documents, once recorded with the state, must be submitted to the City of Destin. The applicant is not requesting approval for a Planned Unit Development (PUD).

AIRPORT PROTECTION:

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area. NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

DENSITY:

Allowed: 19.9 dwelling units per acre

Proposed: 79 dwelling units / 4.017 acres = 19.7 dwelling units per acre

The project is compliant in regards to not exceeding the maximum density allowed within the High Density Residential (HDR) FLUM category.

FLOOR AREA RATIO:

Not applicable for residential land use development in the HDR Future Land Use Map designation

HEIGHT:

The High Density Residential (HDR) Zoning District is the applicable zoning district to help determine height limitations for this development in conjunction with the Tier 2 design standards.

The proposed 9-story structure is designed to be 100 feet from the FEMA Base Flood Elevation to the cornice line of the building per the City adopted Comprehensive Plan: 2010 height definition.

SETBACKS:

The proposed building meets and exceeds all of the required setbacks and buffers for the High Density Residential (HDR) zoning district: (Note: Distances provided are from the proposed facility to the nearest property lines)

<u>Setbacks</u>	<u>Required</u>	<u>Provided</u>	<u>Buffers</u>
Front:	(HT<40') = 10' – 20' (HT>40') = 30'min	21.82' 30.55	FPLA - N/A
Rear:	FDEP/CCCL determined	53.66' including the	50' CON
Side:	(HT<40') = 0'	29.73'	CBLA – N/A
Side:	(HT>40') = 15'	29.73'	CBLA – N/A
Side:	(HT>100') = 25'	29.73	
Between Bldgs.:	10'	N/A	

Note: FPLA = Front Perimeter Landscaped Area, VBA = Vegetative Buffer Area, CBLA = Common Boundary Landscaped Area, CON Conservation and FDEP/CCCL = Florida Department of Environmental Protection/Coastal Construction Control Line.

WHITE SANDS ZONE:

The subject property is located in White Sand Zone I. All fill material for this project must comply with the provisions of Land Development Code Section 11.07.00. *Sand and water protection.*

PHASING:

The proposed development will not be a phased development.

ADDRESSING:

Addresses for each dwelling unit will be assigned at the time a building permit is submitted for review. The following conditions shall apply:

1. **Prior to the issuance of a Certificate of Occupancy**, assigned address numbers 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. *Ref. LDC Section 7.18.04.* Dwelling unit numbers must be displayed on the front door of each dwelling unit.

SIGNS:

A request for sign approval is not part of this application.

1. **Note:** Signage, if installed, must be approved by the Community Development Department. All signage shall require the issuance of a city permit. All signage shall comply with the applicable section of the Destin Land Development Code and the Florida Building Code in effect at the time a sign application is submitted.

UTILITIES:

In accordance with Land Development Code section 20.12.00 *Underground utilities*, all existing and proposed above-ground utility lines, located on the subject property regardless of who the utilities serve, are required to be placed underground.

COASTAL MANAGEMENT AND CONSERVATION:

The proposed project is located within VE12, VE13, and VE14 special flood hazard areas per the FEMA Flood Insurance Rate Maps. A certified statement from a licensed architect has been provided and is on file, dated August 1, 2009, indicating the proposed development will be designed and constructed in compliance with the Federal Emergency Management Agency (FEMA)/National Flood Insurance Program (NFIP) standards and the requirements set forth within the City of Destin Land Development Code, Article 11, Section 11.04.00.

INGRESS/EGRESS:

Ingress and egress to the proposed project is provided by a primary entrance with divided two-way access point providing twenty feet (20') of width in each direction and located approximately one hundred sixty-five feet (165') from the eastern property line; and a secondary two way access twenty-two feet (22') in width and approximately twenty-seven feet (27') from the eastern property line.

LOADING SPACE (ZONE):

The project meets or exceeds the loading space requirements of Section 8.08.05 *On-site loading standards* of the Destin Land Development Code as indicated on the approved plans and as follows:

TOTAL REQUIRED: 1 loading space per 100,000 square feet of floor area. Gross floor area of the project 279,566 square feet/100,000 = 2.8 Required.

TOTAL PROVIDED: 3 loading spaces

PARKING:

The parking provided complies with Land Development Code Section 8.06.00. *Vehicle and bicycle parking standards*, as indicated on the approved plans.

PARKING REQUIREMENTS / MULTI-FAMILY ATTACHED DWELLING

Type/Size of Unit	Maximum vehicle spaces per unit	# of Units	Total
Studio/efficiency/1 bedroom	1.5	5	7.5
2 bedrooms	2.25	5	11.25
3 or more bedrooms	2.5	69	172.5
		Total	191.25
		80% Parking Reduction	-38.25
Minimum Bicycle Parking		Total vehicle spaces provided	153
10% of total vehicle spaces (191 x .10)		Total bicycle spaces required	19

Total motor vehicle spaces provided: 153 parking spaces (including 6 handicap spaces)

Total Motor bicycle spaces provided: 75 bicycle lockers provided

REFUSE COLLECTION:

Refuse collection is to be provided by wheeled dumpsters on each floor. All dumpsters will be moved to the parking lot for refuse collection and then returned to their floor locations. All dumpsters must be kept in their enclosures unless they are being emptied.

SIDEWALKS/PEDESTRIAN CONNECTIVITY:

10' external sidewalks are provided and appropriate crosswalk striping is in appropriate portions of the right-of-way as indicated on plans sheets C3 & C4.

OPEN SPACE/LANDSCAPE:

Open Space Requirements:

Site Development Area (Total Area): 175,001 sq. ft. (4.017 acres, more or less)

Total Required Open Space: 30% (52,500. sq. ft.)

Total Provided Open Space: 36% (63,667 sq. ft.)

Tree Requirements:

Credits for Existing Trees (2" to 6" diameter) on Site (0 trees x 2 credits per tree):	0
Credits for Existing Trees (7" to 12" diameter) on Site (0 trees x 3 credits per tree):	0
Credits for Existing Trees (13" to 19" diameter) on Site (0 trees x 4 credits per tree):	0
Credits for Existing Trees (20" to 24" diameter) on Site (0 trees x 5 credits per tree):	0
Total Reforestation Credits for saving Existing, Protected, or Preserved Trees:	<u>0</u>

Reforestation Trees Required on Site: (1 per every .10 of an acre 4.017 x 10; 40 x 20% = 8) 48

Total Reforestation Trees Required on Site: (1 per every .10 of an acre minus credits) 48

Note: Per the Land Development Code, 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 within Article 12, Section 12.04.04.C.

Total Reforestation Trees Required on Site:	48
Front Perimeter Trees (1 per 25') Required on Site:	0
Parking Lot Trees (1 per end row and landscape island) Required on Site:	0
Vegetative Buffer Trees, if applicable, (1 per 25') Required on Site:	
Replacement Trees (removal of trees 12" d.b.h. or greater) Required on Site:	0
TOTAL TREES REQUIRED:	48
TOTAL TREES PROVIDED:	80

Unless otherwise noted, all required trees must be a minimum of ten (10) feet high at time of planting and reach a crown of twenty (20) feet at maturity. If the twenty (20) foot crown requirement is not met, additional trees shall be added and grouped together to meet the twenty (20) foot crown. If shrubs are used in the required buffer areas, they must be a minimum of twelve (12) inches in height when measured immediately after planting. **WARNING: A Certificate of Occupancy will not be issued until the required landscape material per the approved landscape plan has been inspected and approved by the Community Development Department.**

IMPACT FEES:

The following impact fee amounts may be subject to change. Final impact fee amounts will be determinant upon the gross floor area of the overall development land use and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. **Any claims for exemption or credits must be made no later than the time a Certificate of Occupancy is requested. Refer to Article 19 of the Destin Land Development Code for specifics regarding impact fees.** The owner/applicant must pay the final impact fee amounts prior to the issuance of a Certificate of Occupancy:

THE POINTE BEACH & YACHT CLUB												
IMPACT FEES CALCULATIONS												
Floor Plan	Sq ft	# of Units per floor							Total Impact Fee		Total	
		1st	2nd	3rd	4th	5th	6th	7th	Units	per unit	Impact Fee	Impact Fee
Unit Plan "A"	6236	1	1	1	1	1	1	1	7	\$ 2,793	\$	19,551
Unit Plan "B"	4536	1	1	1	1	1	1	1	7	\$ 2,793	\$	19,551
Unit Plan "C"	4402						4	4	8	\$ 2,793	\$	22,344
Unit Plan "D"	4054						1	1	2	\$ 2,793	\$	5,586
Unit Plan "E"	2584	4	4	4	4	4			20	\$ 2,087	\$	41,740
Unit Plan "F-1/1"	869	1	1	1	1	1			5	\$ 1,240	\$	6,200
Unit Plan "F-1/2"	1488	1	1	1	1	1			5	\$ 1,479	\$	7,395
Unit Plan "F-2"	2283	1	1	1	1	1			5	\$ 2,087	\$	10,435
Unit Plan "G"	2050	4	4	4	4	4			20	\$ 2,087	\$	41,740
									79			\$ 174,542

2009 IMPACT FEE SCHEDULE (Excerpt)

LAND USE - RESIDENTIAL	TRANS.	POLICE	PARK	LIBRARY	TOTAL
Residential, 750 - 999 sq. ft.	\$855	\$13	\$279	\$93	\$1,240
Residential, 1,000 - 1,499 sq. ft.	\$1,016	\$16	\$335	\$112	\$1,479
Residential, 1,500 - 1,999 sq. ft.	\$1,198	\$19	\$399	\$133	\$1,749
Residential, 2,000 - 2,999 sq. ft.	\$1,425	\$23	\$479	\$160	\$2,087
Residential, 3,000 - 3,999 sq. ft.	\$1,677	\$27	\$570	\$190	\$2,464
Residential, 4,000 sq. ft or >	\$1,896	\$31	\$649	\$217	\$2,793

OTHER FEES:

The fees listed below are subject to change and are based on the most recent information available (September 10, 2009). The fees must be paid by the applicant as part of the cost recovery associated with the proposed project:

City Traffic Consultant:	\$462.11 (pd.)
	\$481.43 (pd.)
	\$105.78
City Surveyor:	N/A
Re-Review Fees (Community Dev.):	\$500.00 (pd.)
Re-Review Fees (Public Services):	\$500.00 (pd.)
Administrative Costs:	\$46.71 (pd.)
City Council Advertising:	N/A
TOTAL (as of 09/10/09) =	\$105.78

STATE/FEDERAL PERMITS REQUIRED BEFORE ISSUANCE OF BUILDING PERMIT:

A copy of the FDEP Stormwater Documentation, FDEP Beaches and Shores, and NPDES approvals shall be forwarded to the Public Services Department to be stamped received and then forwarded to the Community Development Department.

PUBLIC INPUT:

Two members of the public attended the TRC meeting on April 15, 2009 and asked some questions about the project. No other public comments have been presented to staff at the time of this report.

TECHNICAL REVIEW COMMITTEE MEMBER COMMENTS, NOTES AND CONDITIONS:

DESTIN FIRE CONTROL DISTRICT:

The Destin Fire Control District approved the project in a letter dated April 6, 2009. Please refer to **Exhibit "A"** for a copy of the approval letter.

DESTIN WATER USERS:

Destin Water Users approved the project in a letter dated April 14, 2009. Please refer to **Exhibit "B"** for a copy of the approval letter.

EMBARQ:

Embarq stated it has no objections to the project in a letter dated April 8, 2009. Please refer to **Exhibit "C"** for a copy of the approval letter.

GULF POWER:

Gulf Power stated several objections to the project in a letter dated April 15, 2009. Please refer to **Exhibit "D"** for a copy of the approval letter.

OKALOOSA GAS:

Okaloosa Gas stated it had no objections to the project in a letter dated April 14, 2009. Please refer to **Exhibit "E"** for a copy of the approval letter.

WASTE MANAGEMENT:

Waste Management stated it had no objections to the project in a letter dated April 15, 2009. Please refer to **Exhibit "F"** for a copy of the approval letter.

BUILDING DIVISION:

The Building Division approved the project in a memo dated September 28, 2009. Please refer to **Exhibit "G"** for a copy of the approval letter.

PLANNING DIVISION:

The Planning Division approved the project with conditions on August 17, 2009. Please refer to **Exhibit "H"** for a copy of the approval letter.

STORMWATER MANAGEMENT:

The stormwater management plan was found acceptable and approved with conditions on June 1, 2009. Please refer to **Exhibit "I"** for the **stormwater** related notes and conditions.

PUBLIC SERVICES DEPARTMENT:

The Public Services Department issued a memorandum of no objection to the project with conditions on August 13, 2009. Please refer to **Exhibit "J"** for the Public Services Department conditions.

Destin Fire Control District

815 Airport Road - Destin, Florida 32541
Telephone (850) 837-8413 Fax (850) 837-6715



TECHNICAL REVIEW COMMITTEE (CONCEPTUAL APPROVAL) Chief Kevin Satter

DATE: 6 April 2009

To: PLANNING & ZONING DIRECTOR
CITY OF DESTIN
4100 TWO TREES RD.
DESTIN, FL 32541

THE DESTIN FIRE CONTROL DISTRICT INSPECTION DEPARTMENT HAS REVIEWED THE FOLLOWING FOR CONCEPTUAL APPROVAL AT THE TECHNICAL REVIEW COMMITTEE.

COMPLETE SEALED CONSTRUCTION PLANS MUST BE SUBMITTED AND REVIEWED FOR COMPLIANCE BEFORE ANY BUILDING PERMIT MAY BE ISSUED.

Fire Inspect Fee is applicable and due before a letter of Approval for Building Permit is issued.

Plan Review Fee is applicable and due before a letter of Approval for Building Permit is issued.

LOCATION: 1 Gulf Shores Drive

PROJECT: The Points Beach & Yacht Club

IMPACT FEE USE: Residential
Commercial

OCCUPANCY: Apartment

OWNER/CONTRACTOR: Points One, LLC (Luke Evans, 205-251-2200)
Henderson Eng., (John Henderson, 850-835-8430)

X APPROVED AS PRESENTED

Proposed relocation of 14" water service line and installation of fire hydrants must be completed prior to the start of any construction.

 DISAPPROVED FOR THE FOLLOWING:

NOTE: Any underground Fire Line supplying an automatic sprinkler shall be installed by a Licensed Sprinkler Contractor or a Contractor V licensed by the State Fire Marshal.


Ronald E. Gerdeman, Division Chief
FIRE PREVENTION BUREAU
DESTIN FIRE CONTROL DISTRICT



A Heart Ready
Community



An Advanced Life
Support Service



DESTIN WATER USERS INC.

P.O. BOX 308 DESTIN, FL. 32540-0308 (904) 337-6146

DATE: April 14, 2009

TO: THE CITY OF DESTIN - COMMUNITY DEVELOPMENT
4200 TWO TREES ROAD
DESTIN, FLORIDA 32541

PROJECT: Norriego Pointe Condominium
PROJECT NUMBER: SP-04-05
CONTACT: Henderson Engineering - John Henderson 622-6264
LOCATION: West end of Gulf Shore Drive

☒ PROJECT QUESTIONNAIRE WAS COMPLETED AND RETURNED TO DESTIN WATER USERS.

THIS LETTER CERTIFIES THAT THIS PROJECT HAS BEEN REVIEWED BY DESTIN WATER USERS INC. AT A TECHNICAL REVIEW COMMITTEE MEETING AND IS CONCEPTUALLY:

Approved

(Subject to the following, which shall be a condition of the Development Order with the City of Destin)

- I. ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES OF ANY PREVIOUSLY APPROVED PROJECT MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.
- II. FIELD VERIFIED "AS-BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE FURNISHED TO DESTIN WATER USERS, INC. PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPATION.

1. The lift station shall be privately owned unless a complete set of specifications are issued, reviewed and approved for DWU ownership.
2. Our records indicate an existing utility easement across this property. Please include this easement on the utility plans.

IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL STEVE SCHMITT / FIELD OPERATIONS MANAGER (850) 837-6146 ext. 106 OR STEVEN BENOIT / GIS SECTION HEAD (850) 837-6146 ext. 214.


Signed

Voice | Data | Internet | Wireless | Entertainment

RECEIVED

EMBARQ

Embarq
Workshop: FLF World
6500 Delton Blvd
Fort Walton Beach, FL 32547
embarq.com

April 6, 2009

APR 8 2009

COMMUNITY
DEVELOPMENT

City of Destin
Community Development Department
4200 Two Trees Road
Destin, FL 32541

Re: SP-09-07, The Pointe Beach and Yacht Club, 1 Gulf Shore Dr

Embarq has no objections to this project at this time.

If you should require any additional information, please contact Keith Nance at
850-664-3751.

Sincerely,

Keith Nance /mh
Keith Nance - Network Engineer

/mh

cc: Chron File

39991 Emerald Coast Parkway
Destin, Florida 32541-3407

Tel 850.744.4733

RECEIVED

APR 15 2009

COMMUNITY
DEVELOPMENT



Date: April 15, 2009

To: Technical Review Committee

From: Gulf Power Company

SP-09-07, The Pointe Beach & Yacht Club, 1 Gulf Shore Dr

Gulf Power Company has the following objections involving the proposed service to the new building referenced above.

1. The service size and new electrical load requirements need to be stated.
2. Transformer location needs to be stated.
3. The lift station electrical voltage requirements need to be stated.
4. Any existing facility relocations will also need to be stated.
5. Easements will be required for any Gulf Power facilities on private property.

Thank you,

A handwritten signature in black ink that reads "Tom Richardson". The signature is fluid and cursive.

Tom Richardson
trichar@southernco.com
850-833-4881



Okaloosa Gas District

**OKALOOSA GAS DISTRICT
TECHNICAL REVIEW COMMITTEE, DESTIN
DATE 04/14/2009**

BUSINESS:

SP-09-07, The Pointe Beach & Yacht Club, 1 Gulf Shore Dr.

COMMENTS:

Please be advised that Okaloosa Gas has no objection to the above subject proposal development. Gas is nearby within the adjacent property.

If you should have any questions, or require additional information, please call me @ (850) 729-4870.

Submitted by:

Essa Riebi

Essa Riebi
Systems Engineer



Waste Management, Inc. of Florida
108 Hill Avenue
Fort Walton Beach, FL 32548
1-800-862-7141
(850) 664-6659 Fax

RECEIVED

April 15, 2009

SEP 29 2009

TO: Staff
FROM: Staff
Subject: New Development
Pointe Condo and Yacht Club

**COMMUNITY
DEVELOPMENT**

Dear Staff,

This letter is to inform staff and the developer that Waste Management has no objection at this time to the above location with regards to waste removal. Waste Management reserves the right to re-evaluate in the event of future changes to above property.

Sincerely,

Steve Cookman
Waste Management Inc of Florida

Waste Management, Inc. of Florida



CITY OF DESTIN

Community Development Department

Permit & Inspection Division

Memorandum

RECEIVED

SEP 28 2009

**COMMUNITY
DEVELOPMENT**

To: Technical Review Committee
CC: Larry Ballard, Building Official *LB*
From: Nefel Bell, Building Inspector *NB*
Date: 9/28/09
Re: SP-09-07 The Pointe Beach and Yacht Club

A review of the plans submitted resulted in the following comments:

- 1) 2 full sets of signed and sealed construction plans, specifications and related documents as required by the Florida Building Code, Chapter 1 must be submitted to and be reviewed by the building department prior to issuance of a permit.
- 2) Proper permitting must be applied for and approved prior to any work being performed on mentioned property, i.e., demolition, site work, new construction, etc.
- 3) All Common areas which include walkways, public use areas, public restrooms, etc., shall be on an accessible route, and comply with chapter 11 of the Florida Building code.
- 4) The building plans show it located in a flood zone: VE. All construction shall follow our adopted flood plain management ordinances, and all construction below base flood elevation shall be open and unobstructed.

TRC Review Comments



CITY of DESTIN

4200 Indian Bayou Trail • Destin, Florida 32541

www.cityofdestin.com

PLANNING DIVISION
Call: 904.233.1200 Fax: 904.233.0600

destin@cityofdestin.com

August 17, 2009

Mr. John G. Henderson, P.E.
Henderson Engineering & Environmental, Inc.
35 Carol Place
Freeport, Florida 32439-4615

Subject: TRC Review for SP-09-07: The Private Beach & Yacht Club, a Minor Tier 2 Development

Dear Mr. Henderson:

A 3rd submittal package was received on July 31, 2009. The following TRC comments are provided for your review and comment. Please ensure you read the comments and **bolded notes** listed below.

Review Process Timeline:

- **TRC Meeting:** April 15, 2009
- **Applicant's 1st re-submittal deadline:** May 15, 2009
- **Actual re-submittal date:** May 15, 2009
- **TRC 1st re-submittal review deadline:** June 1, 2009 (based on typical 10 working day turnaround)
- **Actual re-submittal review date:** June 2, 2009
- **Applicant's 2nd re-submittal deadline:** July 2, 2009
- **Actual re-submittal date:** July 31, 2009
- **TRC 2nd re-submittal review deadline:** August 14, 2009 (based on typical 10 working day turnaround)
- **Actual re-submittal review date:** August 17, 2009

4. Planning Division Comments: Approved with conditions.

1. Invoices: CD-09-63 for \$328.04, CD-09-65 for \$23.63 and CD-09-68 for \$129.76 are outstanding and must be paid prior to the Planning Division issuing the Development Order.
2. **Prior to the issuance of the Building Permit for the Main Condominium building, an outdoor lighting plan shall be submitted for review and approval by the Planning Division. The outdoor lighting plan must meet the requirements of Land Development Code section 7.17.01 Outdoor lighting standards for the marine turtle conservation area. All lighting outdoor lighting plans must include photometrics and must show the type of fixture, bulb size/wattage, height of pole mounted lights, type of light shield, etc. Outdoor lighting shall be shielded downward and away from adjacent properties in order to avoid spill-over and illumination into the night sky.**

Page 2 of 3

August 17, 2009

IRC Review for SP-09-07: The Pointe Beach & Yacht Club, a Minor Tier 2 Development

3. Prior to the issuance of a Certificate of Occupancy, the condominium documents must be reviewed and approved by the City Land Use Attorney and City Staff and properly recorded as stated within the Condominium Affidavit dated March 28, 2005. Additionally, a copy of the Condominium Documents, once recorded with the state, must be submitted to the City of Destin.
 4. Prior to the issuance of a Certificate of Occupancy, assigned address numbers for principal buildings shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts. *Ref. LDC Section 7.16.04.* Dwelling unit numbers must be displayed on the front door of each dwelling unit.
 5. Prior to the issuance of a Certificate of Occupancy, the landscaping and any outdoor lighting, if installed, must be inspected and approved by the Planning Division.
 6. Prior to the issuance of a Certificate of Occupancy, all applicable impact fees must be paid.
- B. Transportation Comments:** Approved. Refer to the attached approval letter dated June 24, 2009. To discuss transportation related comments, please contact Mr. Tim Whaler of Renaissance Planning Group at 813-254-7741, ext. 208.
- C. Stormwater Management Comments:** Previously approved with conditions. Refer to the attached approval memo dated June 1, 2009. To discuss these stormwater related comments, please contact Mr. David Forstrom, Planner / Floodplain Manager at 837-4242 ext. 3130.
- D. Right of Way and Wetlands Impact Review Comments:** Approved with conditions. Refer to the attached approval memo dated August 12, 2009. To discuss these comments, please contact Mr. Joseph D. Bodi/Engineering Assistant II at 837-4242 ext. 3186.

Now that the Development Order application has been approved, please submit 7 sets (24" x 36") of plans (Civil Engineer, Architect and Landscape Architect) to the Planning Division. Each set of plans must be signed, sealed and dated by the design professional. Three of the plan sets will be stamped approved and signed and given to the owner/applicant. The first set is to be submitted with the required Building Permit, the second set is for the owner's records, and the third set is to be kept on site by the contractor during construction of the project. The fourth and fifth set will be stamped approved, signed, and provided to Destin Water Users, Inc. and the Destin Fire Control District for their records. The sixth and final sets are for the Planning Division's and the Public Services Department records.

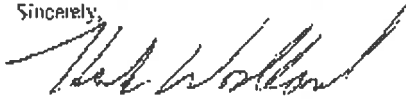
Page 3 of 3

August 17, 2009

TRC Review for SP-09-07: The Points Beach & Yacht Club, a Minor Tier 2 Development

If you have questions or need additional information, please feel free to contact my office.

Sincerely,



Hank Woollard, AICP
Planner

HW/

Attachments: Invoices: CD-09-63, CD-09-65 and CD-09-68
Transportation Comments dated June 24, 2009
Stormwater Comments dated June 1, 2009
Right of Way & Wetlands Impact Comments dated August 13, 2009

cc: File: SP-09-07
File: Letter Log

OFFICE OF COMMUNITY DEVELOPMENT STORMWATER REVIEW

MEMORANDUM



DATE: June 1, 2009

TO: Hank Woollard, Planner

FROM: David M. Forstrom, Planner & Stormwater/Hydroplain Manager

SUBJECT: SP-09-07, The Points Beach & Yacht Club, a Minor Development located at 1 Gulf Shore Drive
1st Re-submittal Stormwater Review Comments

We received a re-submittal on May 15, 2009 from Henderson Engineering & Environmental, Inc. The Stormwater Management Plan (SWMP) and the construction drawings are hereby approved with the following conditions as noted:

1. Note: The Engineer of Record is cautioned to review the construction documents as submitted to assure thorough information is provided to allow proper construction. All stormwater management facilities shall be required to be constructed per the Codes of the City of Destin.
2. Condition: Prior to obtaining a Certificate of Occupancy, the Stormwater Operation/Maintenance Plan (SWOMP) shall be acknowledged and signed by the Owner.
3. Condition: Prior to obtaining any City permit, a copy of the NWPWMD stormwater permit and a NPDHS Stormwater Construction Generic Permit (if applicable) shall be provided.
4. Condition: Prior to obtaining any City permit, an original signed and sealed Stormwater Concurrence Certificate shall be provided to the City.
5. Condition: If groundwater is observed standing in the storm structures, the SWMP shall be considered in non-compliance and a revised stormwater plan shall be resubmitted for review and approval.

If you have questions or need additional information, please contact my office.

Sincerely,

David M. Forstrom, CFM
Planner & Stormwater/Hydroplain Manager

File: SP-09-07
Letter Log

OFFICE OF PUBLIC SERVICES

MEMORANDUM

RECEIVED

AUG 13 2009

COMMUNITY
DEVELOPMENT

August 12, 2009

TO: Planner/Hank Woolard

FROM: Engineering Assistant II/ Joseph D. Bond *JDB*

SUBJECT: SP-09-07 The Pointe Beach & Yacht Club, 1 Gulf Shore Drive
Right of Way & Wetlands Impact Review ONLY

A resubmittal was received on August 4, 2009 and the right-of-way & wetlands areas only were reviewed. Public Services Dept. has no objection with the following conditions:

1. **Condition:** Prior to obtaining any City permits, obtain a City of Destin Right-of-Way Construction Permit from the Public Services Department.
2. **Condition:** Prior to obtaining a City of Destin Right-of-Way Construction Permit permits, obtain a FDOT Connection permit and submit copy to the Public Services Director.
3. **Condition:** Refer to FDOT Article 3, Transportation, - The developer/owner, engineer of record and the contractor shall make themselves familiar with these codes and comply with the codes prior to obtaining a Certificate of Occupancy.
4. **Condition:** Refer to FDOT Article 11.09.00, Illicit Discharge - The developer/owner, engineer of record and the contractor shall make themselves familiar with these codes and comply with the codes prior to obtaining a Certificate of Occupancy.
5. **Condition:** Contractor shall not be allowed to utilize ANY public right-of-ways for any loading/unloading, staging or storage of construction materials, equipment or vehicles or unauthorized construction. Authorization may be given on a case by case basis, if the contractor can prove that it is necessary for public AND job site safety. Each case may require additional permitting. Failure to comply with this requirement may void your city right-of-way construction permit until the violation is corrected. Voided permits must be resubmitted for and application fees shall be assessed.
6. **Condition:** Prior to obtaining any city permit, provide a debris & soil hauling plan (truck route) through the City. Any road damage that is determined to be caused by this project operation shall be required to be repaired prior to obtaining any Certificate of Occupancy (C.O.).
7. **Condition:** During construction crane booms shall not swing out over the ROW or adjacent private properties on either side of the project. These areas are open to the public and not part of the construction site. Authorization may be given if the contractor can prove that it is necessary for public safety. The City can not authorize encroachments over adjacent private properties, the developer must obtain the affected property owner's consent.

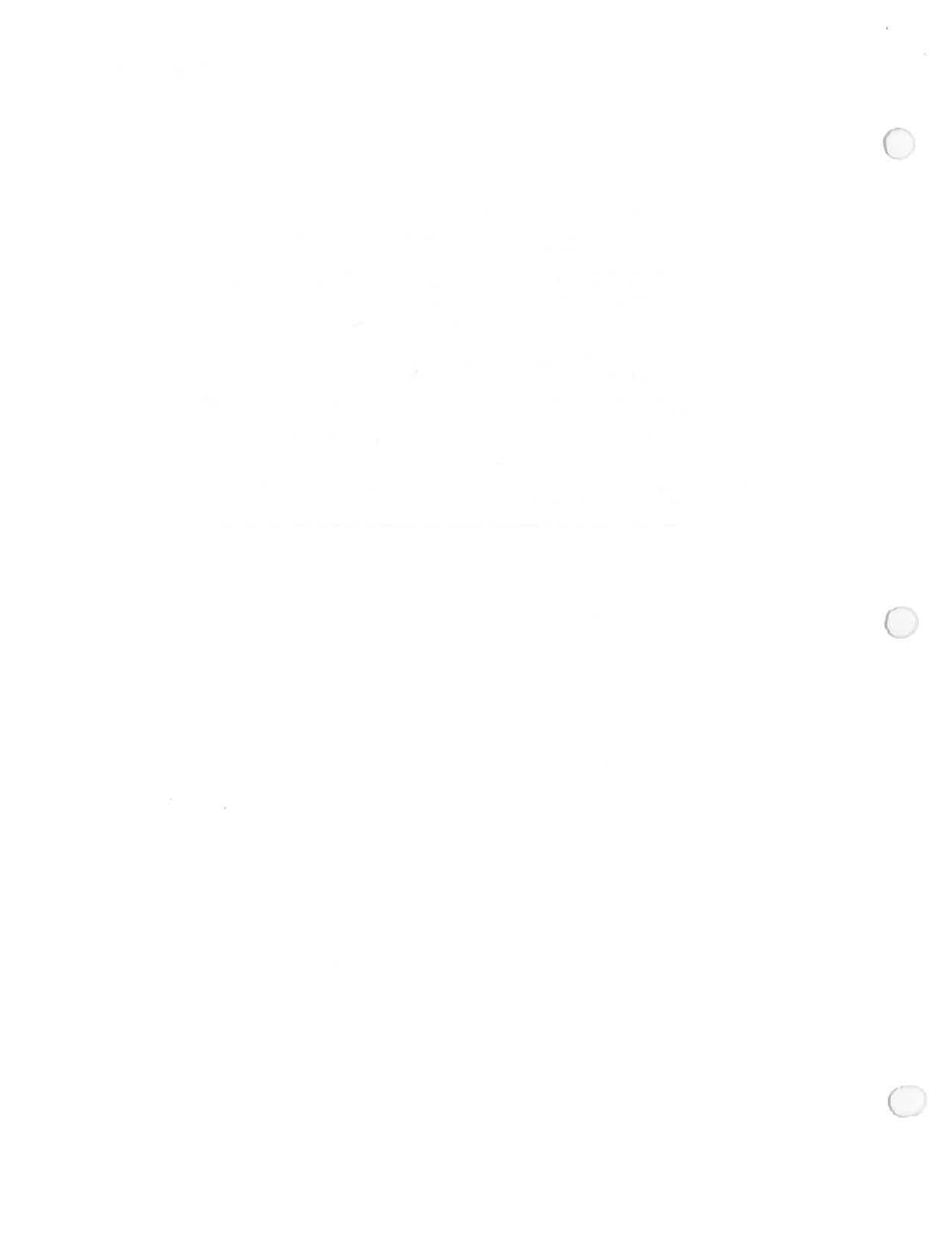
Page 2 of 2

August 12, 2009

SP-09-07 The Pointe Beach & Yacht Club, 1 Gulf Shore Drive

8. **Condition:** Prior to commencing any work on the boardwalk and/or docks, obtain the proper FDEP permit and submit copy to the Public Services Dept.
9. **Condition:** Provide owner's information and legal descriptions for our City Attorney to create an easement document for the sidewalks outside but adjacent of the ROW. **These agreements must be executed and recorded prior to obtaining a Right-of-Way Construction Permit.**
10. **Condition:** Provide information on the street lights within the ROW for review for acceptance by the city.
11. **Condition:** All exterior lighting that can be seen from the beach must meet appropriate codes including but not limited to marine turtle friendly standards.
12. **Condition:** Stormwater structures within the ROW shall have a 2' deep sediment trap and an open bottom.
13. **Condition:** Drainage piping under the road shall be Reinforced Concrete Pipe (RCP) only.
14. **Condition:** Irrigation lines under the road and sidewalks shall be sleeved.
15. **Condition:** Provide all required thickness, density and compaction test results for Gulf Shore Dr. prior to any Certificate of Occupancies (C.O.).
16. **Condition:** All infrastructure in the right-of-way shall be accepted for maintenance by the City by the procedure outlined in LDC Article 2.22.00.E.

cc:
PS Files





CITY of DESTIN

4200 Indian Bayou Trail • Destin, Florida 32541
COMMUNITY DEVELOPMENT

Voice 850.837.4242

Fax 850.650.0693



www.cityofdestin.com

kgallander@cityofdestin.com

January 13, 2010

Mr. Joseph P. Dougherty
4100 Legendary Drive, Suite 220
Destin, FL 32541

Subject: The Pointe Beach & Yacht Club – Final Development Order No. 09-17 Special Economic Condition Extension Request

Dear Mr. Dougherty:

This letter is in response to your correspondence I received on December 31, 2009. As required, your request for an extension to Final Development Order No. 09-17 was received prior to January 1, 2010. Based on meeting this criterion and by adhering to the criteria of the extension as stated in Article 2, Section 2.21.01.D, the extension is granted until December 31, 2011 from the date of your written correspondence (December 30, 2009). This extension vests the final development order and enables the holder of the orders to delay commencement or continuance of construction, if necessary, until December 31, 2011.

Please do not hesitate to call me if you have any further questions or concerns.

Sincerely,

Kenrick S. Gallander, AICP
Community Development Director

KSG/

cc: File: Letter Log
Planning Manager, Ashley Grana - File: SP-09-07

Dougherty Architecture + Design P.A.
ARCHITECTS

Lic. P09000023252

December 30, 2009

RECEIVED

DEC 31 2009

**COMMUNITY
DEVELOPMENT**

Kendrick Gallander, AICP
Community Development Director
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Re: Development Order extension – SP-09-07, The Pointe Beach & Yacht Club

00 - 09 - 17

Dear Mr. Gallander,

This letter serves as a formal request per City letter dated 12.11.09, requesting a Development Order extension to December 30, 2011 for the above mentioned development.

Should you have any questions, please do not hesitate to call me at (850) 650-5881 office or (850) 598-9881 cell

Respectfully,

Dougherty Architecture + Design PA.



Joseph P. Dougherty
Principal Architect

Cc: File: Office records



Community Development Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-337-3123 | Fax: 850-650-0693 | www.cityofdestin.com

December 21, 2011

Mr. Joseph P. Dougherty
Dougherty Architecture & Design, PA
4100 Legendary Drive, Suite 220
Destin Florida 32541-8602

**Subject: Special Economic Condition Extension Request for DO 09-17,
SP-09-07, The Pointe Beach & Yacht Club, 1 Gulf Shore Dr**

Dear Mr. Joseph P. Dougherty:

Your written request for the additional "special economic condition" extension for Final Development Order DO 09-17 was received prior to the December 31, 2011 expiration of the current extension. Based on meeting the criterion of Florida Statutes Chapter 2011-139, Section 73, your extension is granted until December 31, 2013. This extension vests the final development order and enables the holder of the Development Order to delay commencement or continuance of construction, if necessary, until December 31, 2013.

Should you have further questions or concerns, please do not hesitate to call.

Sincerely,

R. Ashley Grana
Planning Manager

RAG/lwb

cc: DO Book, Project File:SP-09-07, Building File & Letter Log



Dougherty Architecture + Design P.A.
ARCHITECTS

Lic. P09000023252

December 16, 2011

Community Development
Ashley Grana, Director

Re: Development Order Extension Request: Project SP-09-07, The Pointe Beach & Yacht Club

Dear Mr. Grana,

We appreciate the opportunity to extend the DO# 09-17 on the above referenced project.

This letter serves as a formal request per your letter dated September 15, 2011, respectfully requesting that Project File # SP-09-07, DO# 09-17 be extended to December 31, 2013.

Please feel free to contact me should you need further information.

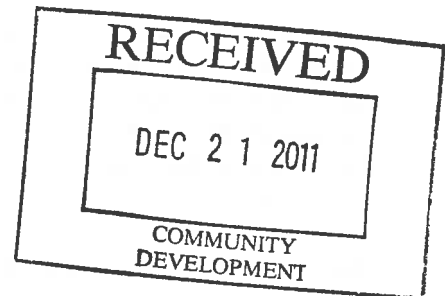
Respectfully,

Dougherty Architecture + Design PA



Joseph P. Dougherty AIA
Principal Architect

Jpd/sj





Community Development Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-337-3123 | Fax: 850-650-0693 | www.cityofdestin.com

September 4, 2012

Mr. Victor L. Fuller
GALIC-Pointe, LLC
C/O Brothers Property Management Corporation
Two Alhambra Plaza, Suite 1280
Coral Gables, Florida 33134

SUBJECT: The Pointe Beach & Yacht Club – Final Development Order No. 09-17 “Special Economic Condition” Extension Request – 50 Gulf Shore Drive

Dear Mr. Fuller:

This letter is in response to your email dated July 26, 2012, requesting a “special economic condition” extension to the above referenced development order. Based on the legal guidance set forth in Section 24 (1) of Ch. 2012-205 Laws of Florida this development order is extended to the fullest extent possible to September 29, 2015. This determination enables the holder of the final development order to delay commencement or continuance of construction, if necessary, until September 29, 2015.

Should you have any further questions or concerns, please do not hesitate to contact me either via e-mail (agrana@cityofdestin.com) or phone (850-582-4525).

Sincerely,

R. Ashley Grana
Planning Division Manager

RAG/

cc: 2009 DO Book
Project File: SP-09-07
Building File:
Letter Log





Community Development

Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-337-3123 | Fax: 850-650-0693 | www.cityofdestin.com

May 3, 2013

Mr. Victor L. Fuller
GALIC-Pointe, LLC
C/O Brothers Property Management Corporation
2 Alhambra Plaza, Suite 1280
Coral Gables, Florida 33134-5237

**SUBJECT: The Pointe Beach & Yacht Club – Final Development Order No. 09-17
“Emergency Condition” Extension Request – 50 Gulf Shore Drive**

Dear Mr. Fuller:

This letter is to inform GALIC Pointe, LLC, of the city extending Final Development Order No. 09-17 an additional nine (9) months to June 29, 2016. This extension is provided as a result of the city's need to pursue emergency dredging of the Old Pass Lagoon Entrance Channel of which the dredge material will be deposited on GALIC Pointe, LLC's property all in accordance with the executed Spoil Area License Agreement (See attached).

The impact of the deposited dredge material on GALIC Pointe, LLC's property for the identified timeframe of nine (9) months results in a significant hardship to pursue development of the property within the approved timeframe. Thus, this extension provides GALIC Pointe, LLC, assurances that the final development order remains valid to June 29, 2016, as a result of agreeing to allow the dredge material to be deposited on their property.

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

Sincerely,

Kenrick S. Gallander, AICP
Community Development Director

KSG/

Attachment: Spoil Area License Agreement

cc: Maryann Ustick, City Manager
Scott Shirley, City Land Use Attorney
2009 DO Book
Project File: SP-09-07
Letter Log



License Agreement

This Spoil Area License Agreement ("Agreement") is made as of the 2nd day of May, 2013, by the CITY OF DESTIN, a Florida municipal corporation, (hereinafter "Licensee") whose address is 4200 Indian Bayou Trail, Destin, FL 32541, and GALIC POINTE, LLC, a Florida Limited Liability Company, (together with its successors and assigns, hereinafter "Licensor"), whose address is Two Alhambra Plaza Suite 1280 Coral Gables, FL 33134, (hereinafter collectively "Parties").

BACKGROUND

Whereas, LICENSEE desires to pursue emergency dredging in an area of state waters adjacent to East Pass referred to as the Old Pass Lagoon Entrance Channel in order to allow safe navigation of vessels to and from Destin Harbor (hereinafter "Emergency Project") (See, Exhibit "A"); and

Whereas, as part of the Emergency Project, dredged materials will require a disposal site and it would be beneficial to deposit dredged materials from the Emergency Project upon an upland site; and

Whereas, LICENSOR is the owner of certain real property identified herein on Exhibit "B" which is adjacent to the LICENSEE owned Gulf Shore Drive right-of-way and LICENSEE owned Norriego Point parcel and is also in close proximity to the area where the Emergency Project dredging will occur; and

Whereas, due to the limited dredged material storage capacity of the LICENSEE Owned Gulf Shore Drive right-of-way and the remaining dredged material storage capacity of available areas on the Norriego Point Parcel, the only alternative for deposition of dredged material from the Emergency Project on other LICENSEE owned property would require hauling of dredged material several miles to a more inland location, significantly increasing costs of the Emergency Project and causing unwarranted wear and tear on LICENSEE roadways; and

Whereas, LICENSOR has agreed for LICENSEE to place dredged material from the Emergency Project on the real property identified in Exhibit "B" (hereinafter "the Property") in return for the LICENSEE leaving approximately twenty (20) percent of such dredged material on such real property as compensation for granting to LICENSEE the temporary access and license to deposit dredged material as provided herein; and

Whereas, LICENSEE is solely responsible for and hereby certifies that the Emergency Project is properly permitted and/or authorized and that all regulatory agencies involved have agreed to the work, including the deposition of the dredged material on LICENSEE's property; and

Whereas, the arrangement contemplated herein will significantly reduce costs to the public of the Emergency Project, as compared to hauling the dredged material to a more remote LICENSEE owned inland storage location; and

Whereas, LICENSEE and LICENSOR have agreed to certain mutual responsibilities and insurance requirements relating to the temporary access and license to deposit dredged material on the Property as provided herein.

Now therefore, in consideration of the foregoing and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged) and intending to be legally bound hereby, Licensee and Licensor hereby agree as follows:

DEFINED TERMS

1. Defined Terms. The following terms have the meaning provided below:

(a) "Environmental Law" means any present or future federal, state or local law, statute, ordinance, rule, regulation, code, policy, rule of common law (including without limitation nuisance and trespass), consent order, judicial order, administrative order or other government directive, in each case as amended or supplemented from time to time, that applies to Licensee or to the Property and relates to Hazardous Materials including, without limitation, those relating to industrial hygiene, Mold or the use, analysis, generation, manufacture, storage, discharge, release, disposal, transportation, treatment, investigation, or remediation of Hazardous Materials. Any soil or groundwater contaminated by Hazardous Materials at the Property in quantities or concentrations violative of the most stringent applicable federal, state or local standard or guidance or which required reporting, investigation, remediation or other response action is considered for purposes of this Agreement a violation of an Environmental Law. Environmental Laws include, without limitation, those acts commonly referred to as the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); the Superfund Amendments and Reauthorization Act; the National Environmental Policy Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act (including, without limitation, Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; and the Occupational Safety and Health Act.

(b) "Environmental Liens" means all liens and other encumbrances imposed on the Property pursuant to any Environmental Law, whether due to any act or omission of Licensee or any other party.

(c) "Government Authority" means the state, county and municipality in which the Property is located, the United States Environmental Protection Agency, the United States Department of Labor, the United States Department of Transportation, any successors to the foregoing or administrative bodies thereunder, and any other federal, state or local governmental agency now or hereafter regulating Hazardous Materials, industrial hygiene, health or environmental protection.

(d) "Hazardous Materials" means petroleum and petroleum products and compounds containing them, including, without limitation, gasoline, diesel fuel and oil; toxic, corrosive, infectious, carcinogenic, mutagenic, explosive and flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead based paint ("LBP"); asbestos or asbestos-containing materials ("ACM") in any form that is or could become friable; urea formaldehyde foam insulation; radon gas; Mold; underground or above-ground storage tanks, whether empty or containing any substance; and any and all substances (whether solid, liquid or gas) now or in the future which are regulated by Environmental Laws.

(e) "Legal Action" means any claim, suit, arbitration or proceeding, whether judicial or administrative in nature, including, without limitation, any notice of potential liability or request for information under CERCLA.

(f) "Losses" means any and all claims (including, without limitation, personal injury, wrongful death, property damage, natural resource damages, strict liability and punitive damages), obligations, damages, losses, expenses, fines, penalties, fees, judgments, awards, amounts paid in settlement, costs of Remediation whether or not performed voluntarily (including, without limitation, any financial assurances required to be posted for completion of Remediation and costs associated with administrative oversight), reasonable legal fees and disbursements, engineering fees, environmental consultant fees, investigation costs (including without limitation sampling, testing and analysis of soil, water, air, building or other materials), costs of defense of Legal Actions, costs incurred by a Government Authority to the extent recoverable against private parties, and any other liabilities of whatever kind or nature.

(g) "Mold" means any microbial or fungus contamination or infestations in the Property of a type which may pose a risk to human health or the environment or would negatively impact the value of the Property.

(h) "Dredged Material" means the nonhazardous materials removed from the Channel as part of the Emergency Project. It is specifically intended that the dredged materials that are temporarily stored (with a portion remaining as compensation) on the Property be white beach sand of a quality equal to or exceeding the white beach sand that currently exists on the Property.

(i) "Permit" means any permit, authorization or license issued or recognized by any Government Authority pursuant to any of the Environmental Laws and which relate to Licensee or the Property.

(j) "Release" means any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposal or other movement of Hazardous Materials.

(k) "Remediation" means any activity, response, remediation, removal, or corrective action to clean-up, detoxify, decontaminate, close, contain or otherwise remediate any Hazardous Materials located in, on, under or above the Property or migrating to or from the Property; any actions to prevent, cure or mitigate any Release or threat of release; any action to comply with any Environmental Law or Permit; and any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Materials, including, without limitation, post-remedial or post-closure studies, investigations, operations and maintenance and monitoring. Remediation of Mold shall include, without limitation, all acts necessary to clean and disinfect any portions of the Property affected by Mold and to eliminate the sources of Mold in or on the Property, including, without limitation, providing any necessary moisture control systems at the Property.

LICENSE AND COVENANTS REGARDING ENVIRONMENTAL MATTERS

2. License.

(a) Licenser grants unto Licensee a license to enter onto the Property for the sole purpose of the temporary storing of dredged material and other equipment related to the Emergency Project. Licensee shall not store any oil, chemicals or other Hazardous Materials on the Property. This Agreement shall not be recorded in the public records of Okaloosa County, Florida. No rights shall inure to the benefit of Licensee through the passage of time or use of the Property whether by adverse possession,

prescription or other inurement. Licensee agrees that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property by virtue of this Agreement or the activities permitted hereunder.

(b) As part of this Agreement, LICENSEE is authorized to temporarily store on the Property up to approximately fifteen thousand (15,000) cubic yards of dredged material. Such activities shall include the right to deposit and remove dredged material from the Emergency Project; move, store and remove equipment and supplies; erect and remove temporary structures; perform all other work necessary and incident to the Emergency Project; together with the right (after obtaining any and all required permits) to trim, cut, fell and remove all trees, underbrush and obstructions within the limits of the Property reserving, however, to LICENSOR, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights hereby granted to LICENSEE. This Agreement does NOT include the right to remove existing sand/soil from the Property and LICENSEE is expressly prohibited from removing any of the existing sand/soil from the Property.

3. Covenants. Licensee covenants and agrees that, during the time of its use of the Property:

(a) Compliance. All uses and operations on or of the Property, whether by Licensee, its employees, agents, subcontractors or any other party, shall be in compliance with all Environmental Laws, authorizations and Permits.

(b) No Hazardous Materials. No Hazardous Materials shall be in, on, at, or under the Property and no Release of Hazardous Materials shall occur in, on, at, under or from the Property.

(c) No Incumbrances. Licensee shall keep the Property free and clear of all Environmental Liens.

(d) Investigations. Licensee, at its sole expense, shall (i) perform any environmental site assessment or other investigation of environmental conditions in connection with the Property (including, without limitation, sampling, testing and analysis of soil, water, air, building materials and other materials and substances, whether solid, liquid or gas), pursuant to Licensor's written request upon Licensor's reasonable belief that the Property is not in full compliance with Environmental Laws or Permits or that any requirement of this Agreement has been violated and (ii) if requested by Licensor, share all reports, results and correspondence related to such assessments or investigations with Licensor. Licensee agrees to have any written reports structured so as to allow Licensor (and any other party designated by Licensor) to rely on such reports and results.

(e) Remediation. Licensee, at its sole expense, shall (i) effectuate Remediation of Hazardous Materials in, on, or under the Property as a result of the use of the Property by Licensee, its employees, agents, subcontractors or any other party, to the extent required by Environmental Law, (ii) comply in all material respects with any Environmental Law, authorization or Permit, (iii) comply with any directive from any Government Authority, and (iv) if requested by Licensor, share all reports, results and correspondence related to such Remediation or compliance with Licensor. Licensee agrees to have any written reports prepared so as to allow Licensor (and any other party designated by Licensor) to rely on such reports and results.

(f) Notice of Release or Violation. Licensee shall promptly notify Licensor in writing upon its obtaining knowledge of (i) Hazardous Materials present in, on, at, or under the Property, or any Release from or migrating toward the Property which is required to be reported to any Governmental

Authority under any Environmental Law or is in violation of any Environmental Law, other than as previously disclosed in any environmental report or by Licensee to Licensor in writing, (ii) any actual or alleged (in writing) violation of any Environmental Law, authorization or Permit, (iii) any actual or threatened (in writing) Environmental Lien affecting the Property, (iv) any required Remediation or actual or threatened (in writing) investigation of any environmental condition related to the Property, or (v) any Legal Action in connection with any matter addressed by this Agreement. Licensee shall promptly provide Licensor with a cost estimate from an environmental consultant reasonably acceptable to Licensor to complete any required Remediation or correct any violation of Environmental Law. Licensee shall promptly establish with Licensor, upon Licensor's written request, a reserve fund in the amount of such estimate. If in Licensor's reasonable opinion the amount reserved at any time during the Remediation or the correction of a violation is insufficient to cover the work remaining to complete the Remediation or achieve compliance, Licensee shall increase the amount reserved in compliance with Licensor's written request. All amounts so held in reserve, until disbursed, are pledged to Licensor as security for payment of any Obligations, including, without limitation, Remediation.

(g) Inspections and Testing. Licensor, and any other party designated by Licensor (including, without limitation, any environmental consultant or any receiver or trustee for the Property appointed by a court of competent jurisdiction), has the right, but not the obligation, after reasonable prior notice to Licensee (which may be telephonic), to enter upon the Property at all reasonable times to assess the environmental condition of the Property, including, without limitation, to conduct any environmental assessment or audit (the scope of which shall be determined in Licensor's sole discretion) and to take samples of soil, groundwater or other water, air quality, building materials and conduct other invasive testing. Such assessment or audit shall be conducted in a manner so as to minimize interference with the conduct of business at the Property. Licensee agrees to reasonably cooperate in connection therewith, including without limitation, providing all requested information and making knowledgeable officers, employees or property managers available for interview. If any such undertaking discloses that a violation of, or a liability under, any Environmental Law or Permit exists, or if such undertaking was required or prescribed by any Environmental Law, Permit or Government Authority, Licensee shall pay all costs and expenses incurred in connection with such undertaking; otherwise, the costs and expenses of such undertaking shall be paid by Licensor.

(h) Monitoring or Maintenance Program. If recommended by any environmental report or any other environmental assessment or audit hereafter made of the Property, or if required by Environmental Law or Government Authority, Licensee, at its sole expense, shall establish and maintain continuously in effect during the time Licensee is using the Property, an operations and maintenance program with respect to any Hazardous Material at the Property as a result of the use of the Property by Licensee, its employees, agents, subcontractors or any other party ("O&M Program"), which is reasonably acceptable to Licensor and prepared by an environmental consultant reasonably acceptable to Licensor. Without limiting the foregoing, if ACMs are found to exist at the Property, the O&M Program shall be undertaken consistent with the Guidelines for Controlling Asbestos-Containing Materials in Buildings (USEPA, 1985) and other relevant guidelines and applicable Environmental Laws. If an O&M Program is in effect, Licensor may require (i) periodic notices or reports to Licensor in form, substance and at such intervals as Licensor may specify; (ii) amendments to such O&M Program to address changing circumstances, laws or other matters, including without limitation variations in response to reports provided by environmental consultants; and (iii) execution of an Operations and Maintenance Agreement relating to such O&M Program reasonably satisfactory to Licensor. If not covered by an O&M Program, Licensee shall inspect and maintain all Hazardous

Materials on a regular basis to ensure that such Hazardous Materials are maintained in a condition that prevents exposure of occupants of the Property.

4. **Cost.** LICENSEE shall bear the entire cost of all Emergency Project activities conducted by LICENSEE pursuant to the rights granted herein, including, but not limited to, the cost of any and all equipment, personnel, design and permitting necessary for such activities, LICENSOR having no monetary liability to LICENSEE whatsoever for the cost of such activities.

5. **Compensation.** As compensation for this Agreement, LICENSOR shall be entitled to retain approximately twenty (20) percent of the dredged materials from the Emergency Project as are actually deposited by LICENSEE upon the Property, and other than providing the rights herein defined in this Agreement, LICENSOR shall not be required to pay or otherwise provide additional compensation to LICENSEE for such dredged material. Once the Emergency Project has been completed, LICENSEE shall survey the Property to determine the total approximate amount of dredged material deposited and shall report the results of such survey to LICENSOR. Based on the results of the survey, the Parties shall determine the quantity of dredged material to remain on the Property as compensation to LICENSOR hereunder.

6. **Repairs.** LICENSEE shall be responsible for, and shall, within a reasonable period of time, repair and restore any damage caused by LICENSEE, or any of LICENSEE'S employees, agents or contractors, to the seawall structure (including, but not limited to the seawall anchor system), or components thereof, on the Property to the condition which existed prior to LICENSEE'S entry onto such lands. LICENSEE shall not be responsible for repairs hereunder from damage not caused by LICENSEE, or any of LICENSEE'S employees, agents or contractors, or which have been caused by the forces of nature, including damage to the seawall caused by coastal storms. LICENSEE will leave the Property in all ways similar to the way it found the Property, including the levering of all dredged materials that are to remain on the Property evenly across the Property so as not to leave a mound of dredged material.

7. **Insurance.** Prior to entry upon the Property, LICENSEE shall provide LICENSOR with appropriate Certificates of Insurance issued by LICENSEE'S insurer naming LICENSOR as an additional insured on their respective insurance policies, wherein LICENSOR is insured for claims that may be made for property damage and personal injury occurring on the Property as a consequence of activities of LICENSEE, or any of LICENSEE'S employees, or agents pursuant to the rights granted herein. LICENSEE's general contractor insurer shall name LICENSOR as an additional insured on contractor's general liability policies wherein LICENSOR is insured for all claims that may be made for property damage and personal injury occurring on the Property as a consequence of activities of contractor. LICENSEE shall maintain insurance coverage, and have re-issued to LICENSOR continuing Certificates of Insurance as long as this Agreement is in effect. The General Contractor's Certificate of Insurance shall remain effective so long as the General Contractor is performing work on the Emergency Project. Failure to renew the Certificates of Insurance naming LICENSOR as an additional insured prior to their expiration shall constitute an event of default hereunder.

8. **Responsibility of CITY.** CITY shall be fully responsible and liable for all claims, liabilities, damages costs, actions, suits or proceedings at law or in equity which may occur as a result of the negligent or wrongful acts or omissions of its officers, employees, representatives and agents. CITY shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28(16)(a), Florida Statutes (2012). However, nothing contained herein shall constitute a waiver by CITY of its sovereign immunity or the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. **Claims against Third-Party Rights.** Licensee shall take all reasonable actions, including institution of Legal Action against third-parties, necessary or appropriate to obtain reimbursement or compensation from those responsible for the presence or Release of any Hazardous Materials in, on, under or from the Property, or which have migrated onto or toward the Property, or for which such third-parties are otherwise obligated by law to bear the cost. Licensor shall be and hereby are subrogated to all of Licensee's rights now or hereafter in such claims.

10. **Notice of Legal Actions.** Licensee shall, within seven (7) days of receipt thereof, give written notice to Licensor of (a) any written notice or other communication from any Government Authority or other source whatsoever or with respect to Hazardous Materials affecting the Property or regarding compliance with Environmental Laws, and (b) any Legal Action brought against such party with respect to which any Licensee may have liability under this Agreement.

11. **No Dedication.** Nothing contained in this Agreement shall be deemed to constitute a grant or dedication of any interest in the Property to the general public or for any public purpose whatsoever except for the rights granted herein, it being the intention of the LICENSOR that this Agreement shall be strictly limited to the use of the LICENSOR and LICENSEE.

12. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of the sovereign immunity of the LICENSEE.

13. **Attorney Fees.** If either Party should find it necessary to bring an action in a court of law to enforce any of its rights or remedies under this Agreement, then the prevailing party will be entitled to claim attorney's fees and costs.

14. **Venue.** Venue for any action arising out of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

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

16. **Entire Agreement.** This License and Indemnity Agreement constitutes the entire agreement with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

17. **Effective Date and Expiration.** This Agreement shall become effective upon its full execution by all the signatories of the parties hereto. This agreement shall expire within six (6) months of the effective date unless LICENSEE has, within such time, commenced actual deposition of Emergency Project Dredged material upon the Property; otherwise, this agreement shall expire within nine (9) months of the effective date hereof. Following expiration of the term of this Agreement, LICENSEE shall remove LICENSEE'S entire portion of Emergency Project dredged materials remaining on the Property within forty-five (45) days including the leveling of the Property discussed in paragraph six above. This provision shall survive expiration for the limited purposes stated herein.

18. **Notice.** Any notice that is required to be provided pursuant to the terms of this Agreement shall be in writing and served by overnight delivery or certified mail, return receipt requested, to the following addresses:

City: Office of the City Manager
City of Destin City Hall
4200 Indian Bayou Trail
Destin, Florida 32541

Owner: GALIC POINTE, LLC
Attn: Erin
Two Alhambra Plaza Suite 1280
Coral Gables, FL 33134

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the day and year first above written.

CITY OF DESTIN, FLORIDA

April 30, 2013
Date

By Sarah Sam Seivers
SARAH "SAM" SEIVERS, MAYOR
CITY OF DESTIN

ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
CITY LAND USE ATTORNEY

May 2, 2013
Date

[Signature]
GALIC POINTE, LLC.
By: Victor L. Fuller
its agent

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me on this 2nd day of May, 2013, by VICTOR L. FULLER of _____, who is personally known to me or who produced _____ as identification, and who did/did not take an oath.

[Signature]
Notary Public, State of Florida At Large
MARGARIYA Kanelidis

Please print or type name of notary
My commission expires:

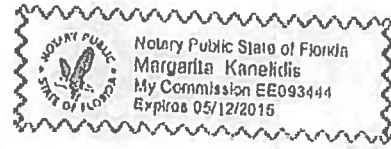
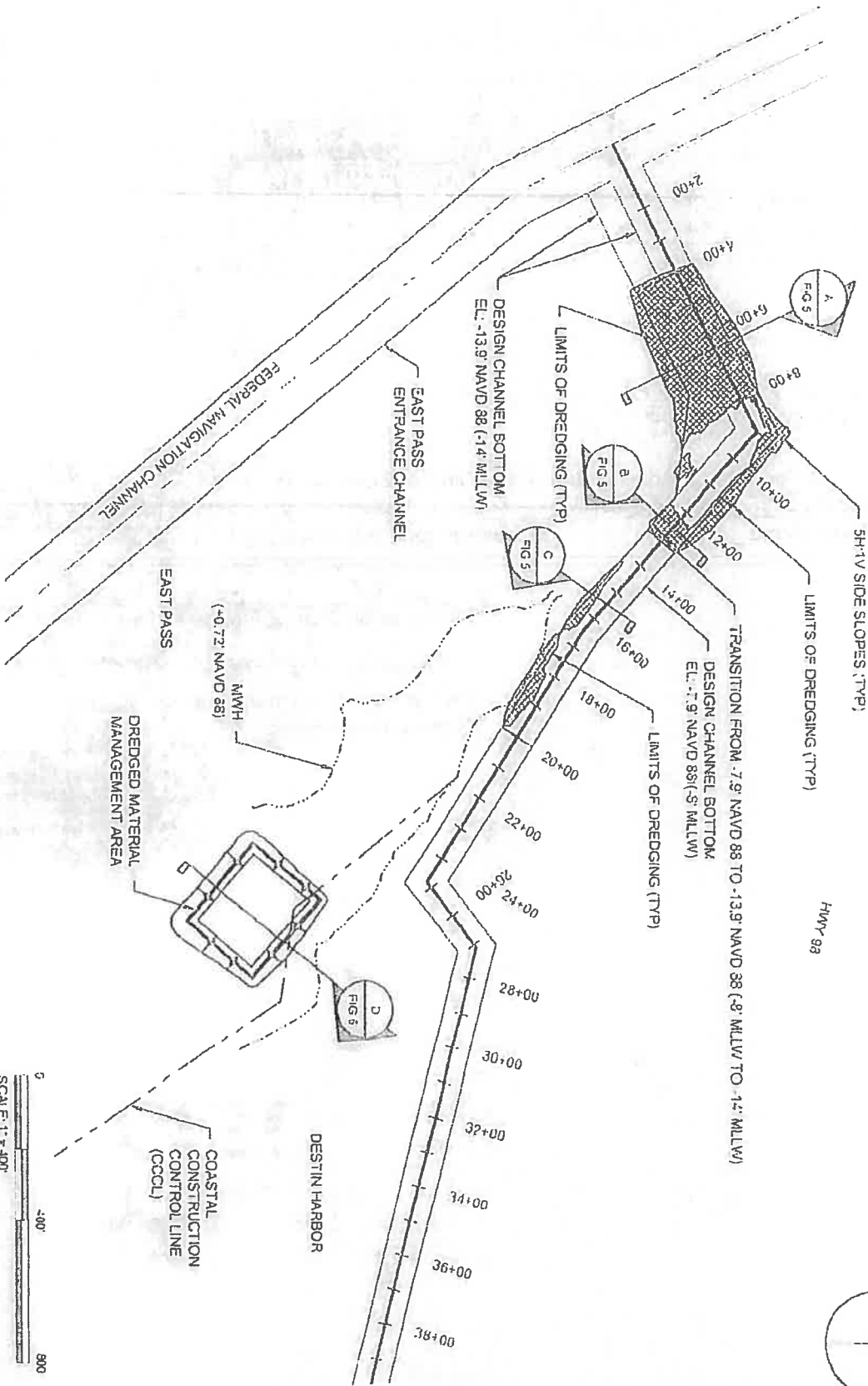


EXHIBIT "A"

CHOCTAWHATCHEE BAY



TAYLOR ENGINEERING INC.

1221 AIRPORT ROAD
SUITE 210
DESTIN, FL 32541

CERTIFICATE OF AUTHORIZATION 2-115

FIGURE 4
PROPOSED DREDGE AND DREDGE MATERIAL MANAGEMENT AREAS
DESTIN HARBOR ENTRANCE EMERGENCY DREDGING
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA



PROJECT	C2013-019
DATE	APR 2013
DESIGNED BY	AF
CHECKED BY	AF
DATE	APR 2013

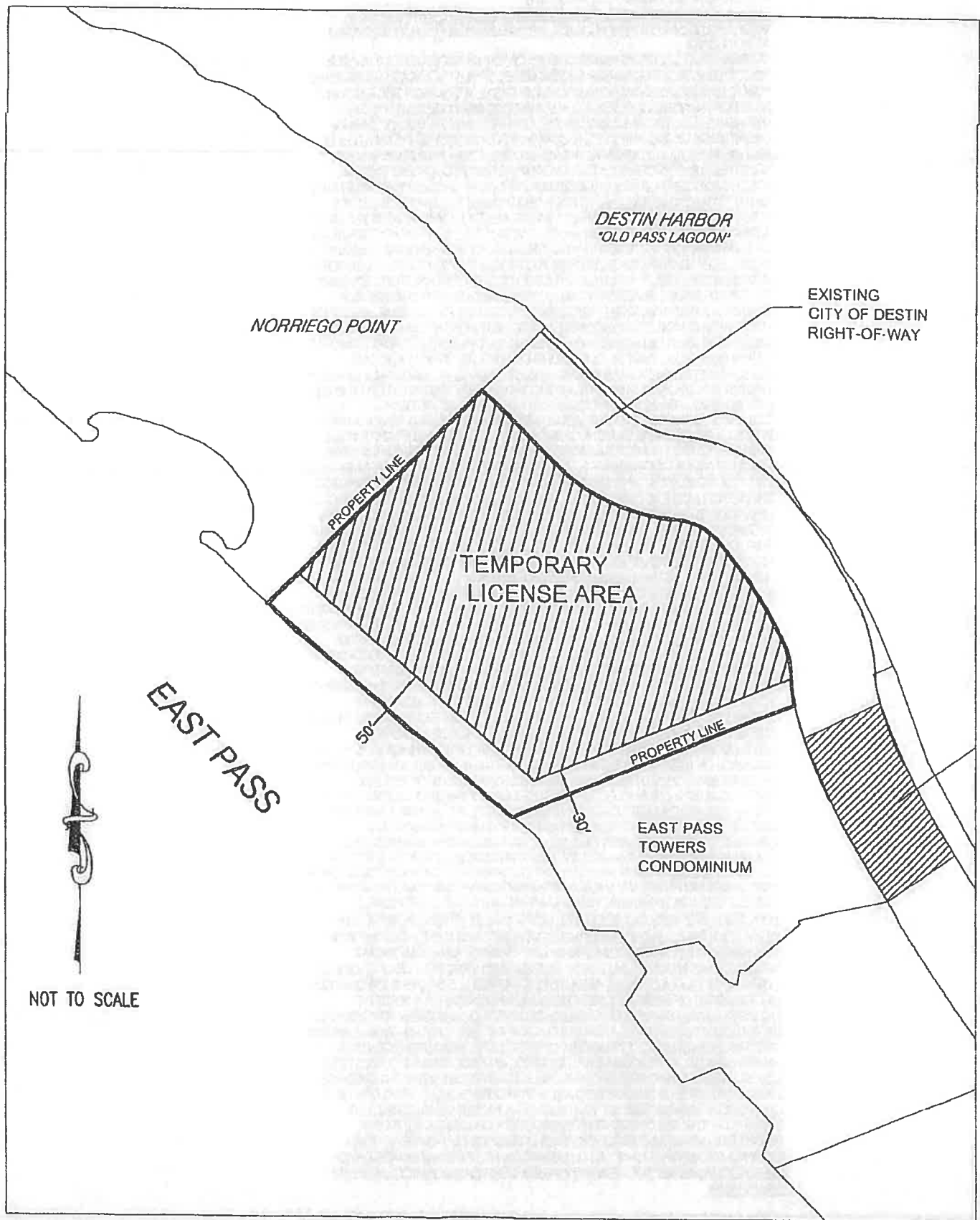
PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.

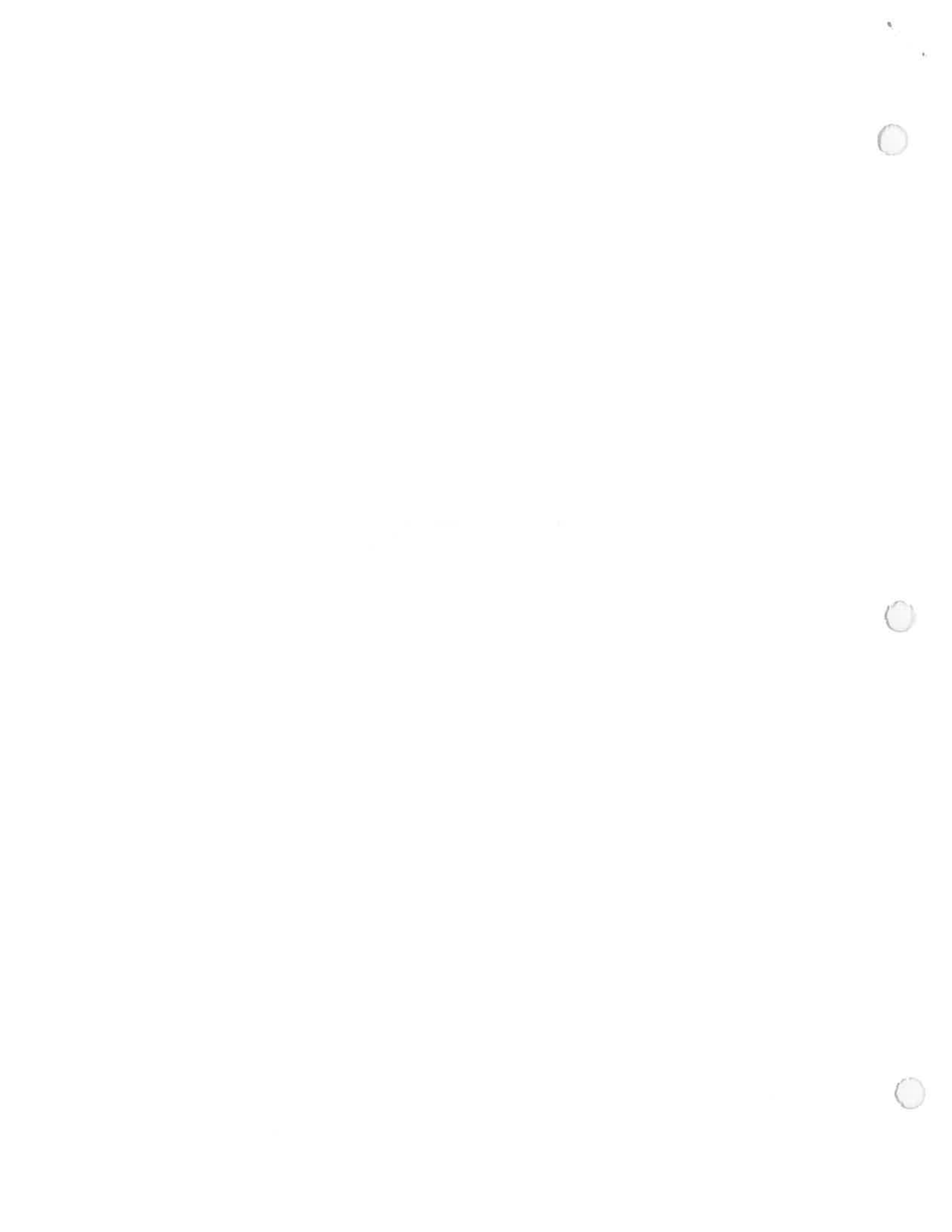
CONDOMINIUM PARCEL (AS WRITTEN)

A PARCEL OF LAND IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE EXPLICITLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 12 (BLOCK F, HOLIDAY ISLE, RESIDENTIAL SECTION NUMBER 5, AS RECORDED IN PLAT BOOK 4, PAGE 59 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, THENCE ON THE EASTERLY RIGHT OF WAY LINE OF DURANGO ROAD (66 FOOT RIGHT OF WAY) SOUTH 31 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 724.75 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY NORTH 65 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 1077.25 FEET, THENCE NORTH 24 DEGREES 31 MINUTES 41 SECONDS EAST, A DISTANCE OF 1601 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF GULF SHORE DRIVE, THENCE ON SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR CALLS: THENCE (1) ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 613.27 FEET THROUGH A CENTRAL ANGLE OF 48 DEGREES 59 MINUTES 16 SECONDS, AN ARC DISTANCE OF 524.35 FEET (CHORD BEARING = NORTH 60 DEGREES 02 MINUTES 13 SECONDS WEST, CHORD DISTANCE = 504.52 FEET) TO THE POINT OF TANGENCY, THENCE (2) NORTH 30 DEGREES 35 MINUTES 42 SECONDS WEST, A DISTANCE OF 368.78 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2023.15 FEET, THENCE (3) THROUGH A CENTRAL ANGLE OF 11 DEGREES 00 MINUTES 05 SECONDS, AN ARC DISTANCE OF 368.65 FEET (CHORD BEARING = NORTH 33 DEGREES 12 MINUTES 53 SECONDS WEST, CHORD DISTANCE = 588.25 FEET) TO A POINT OF COMPOUND CURVATURE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 504.80 FEET, THENCE (4) THROUGH A CENTRAL ANGLE OF 13 DEGREES 35 MINUTES 19 SECONDS AN ARC DISTANCE OF 119.65 FEET (CHORD BEARING = NORTH 20 DEGREES 24 MINUTES 51 SECONDS WEST, CHORD DISTANCE = 119.37 FEET) TO THE NORTHWEST CORNER OF EAST PASS TOWERS, PHASE 1, A CONDOMINIUM, BEING THE POINT OF BEGINNING, THENCE ON THE WEST BOUNDARY THEREOF SOUTH 68 DEGREES 06 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 351.00 FEET TO A POINT ON THE SEAWARD VERTICAL FACE OF AN EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, THENCE ON SAID EXISTING SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO THE FOLLOWING TWO CALLS: (1) NORTH 30 DEGREES 01 MINUTES 05 SECONDS WEST, FOR A DISTANCE OF 250 FEET, (2) NORTH 49 DEGREES 25 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 355.65 FEET, THENCE DEPARTING SAID VERTICAL FACE OF SEAWALL AND MEAN HIGH WATER LINE OF THE GULF OF MEXICO, NORTH 45 DEGREES 13 MINUTES 52 SECONDS EAST, FOR A DISTANCE OF 349.23 FEET TO A POINT ON THE SOUTH LINE OF A PROPOSED 100 FOOT RIGHT OF WAY, THENCE ALONG SAID SOUTH LINE THE FOLLOWING TEN (10) CALLS: (1) SOUTH 51 DEGREES 29 MINUTES 59 SECONDS EAST, FOR A DISTANCE OF 571 FEET TO POINT OF CURVATURE WITH A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 377.00 FEET, THENCE (2) THROUGH A CENTRAL ANGLE OF 5 DEGREES 32 MINUTES 11 SECONDS, AN ARC DISTANCE OF 20.70 FEET (CHORD BEARING = SOUTH 48 DEGREES 14 MINUTES 25 SECONDS EAST, CHORD DISTANCE = 20.69 FEET) TO A POINT OF TANGENCY, THENCE (3) SOUTH 45 DEGREES 28 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 90.65 FEET TO POINT OF CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 265.00 FEET, (4) THROUGH A CENTRAL ANGLE OF 40 DEGREES 22 MINUTES 41 SECONDS, AN ARC DISTANCE OF 158.56 FEET (CHORD BEARING = SOUTH 45 DEGREES 39 MINUTES 39 SECONDS EAST, CHORD DISTANCE = 153.90 FEET) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, (5) THENCE ON THROUGH A CENTRAL ANGLE OF 48 DEGREES 37 MINUTES 29 SECONDS, AN ARC DISTANCE OF 63.65 FEET (CHORD BEARING = SOUTH 61 DEGREES 32 MINUTES 15 SECONDS EAST, CHORD DISTANCE = 61.76 FEET) TO A POINT OF TANGENCY, (6) THENCE SOUTH 37 DEGREES 13 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 30.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 423.00 FEET, (7) THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 08 MINUTES 19 SECONDS, AN ARC DISTANCE OF 97.46 FEET, (CHORD BEARING AND DISTANCE = SOUTH 30 DEGREES 39 MINUTES 22 SECONDS EAST, A DISTANCE OF 97.25 FEET), TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000 FEET, (8) THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25 DEGREES 20 MINUTES 21 SECONDS, AN ARC DISTANCE OF 44.2 FEET, (CHORD BEARING AND DISTANCE = SOUTH 12 DEGREES 20 MINUTES 37 SECONDS EAST, A DISTANCE OF 43.67 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 123.00 FEET, (9) THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13 DEGREES 46 MINUTES 31 SECONDS, AN ARC DISTANCE OF 30.05 FEET, (CHORD BEARING AND DISTANCE = SOUTH 65 DEGREES 33 MINUTES 42 SECONDS EAST, A DISTANCE OF 29.98 FEET) TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 533.08 FEET, (10) THENCE ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.42 FEET (CHORD BEARING AND DISTANCE = SOUTH 13 DEGREES 31 MINUTES 50 SECONDS EAST, A DISTANCE OF 1.42 FEET) TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

EXHIBIT "C"





Robert Volpe

From: Michelle Anchors <manchors@anchorsgordon.com>
Sent: Monday, October 11, 2021 5:30 PM
To: Robert Volpe
Cc: Monica Wallis; Brittain, Jeff; casefile
Subject: Re: Pointe Resort

Follow Up Flag: Follow up
Flag Status: Flagged

Please allow this email to confirm that DWU will accept ownership of the utilities to be located under the City of Destin's right of way, the Gulf Shore Drive extension.

Michelle Anchors

On Oct 11, 2021, at 10:18 AM, Robert Volpe <rvolpe@holtzmanvogel.com> wrote:

Thank you, Monica.

Michelle, are you available for a brief call today? I have two requests for you:

1. The city of Destin is asking for an affirmative statement from DWU that you will accept ownership of the water and sewer utilities to be located under the city-owned right of way, the Gulf Shore Drive extension. This is an urgent request as the city is currently preparing their staff report for the dock facility development order. A simple email confirming that DWU will accept the utilities will satisfy this issue.
2. Language for the easement and maintenance agreement. I have attached the standard agreement received from Monica a few weeks ago. What is DWU requesting be added to this agreement?

Please let me know as soon as possible about the DWU confirmation email. And call me at your earliest convenience about the easement language. Thank you,

Robert Volpe

Office: (850) 354-5124

Mobile: (863) 287-9432

rvolpe@HoltzmanVogel.com // www.HoltzmanVogel.com

PRIVILEGED AND CONFIDENTIAL

This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.

DISCLAIMER

Any accounting, business or tax advice contained in this communication, including attachments and enclosures, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, Holtzman Vogel, PLLC would be pleased to perform the requisite research and provide you with a detailed written analysis. Such an engagement may be the subject of a separate engagement letter that would define the scope and limits of the desired consultation services.

From: Monica Wallis <mwallis@dwuinc.com>

Sent: Friday, October 8, 2021 5:04 PM

To: Robert Volpe <rvolpe@HoltzmanVogel.com>

Cc: Brittain, Jeff <Jeff.Brittain@kimley-horn.com>; Michelle Anchors <manchors@anchorsgordon.com>

Subject: Pointe Resort

Robert –

Sorry I missed the call when you were on, but I spoke with our attorney, Michelle Anchors yesterday. She is verbally caught up to speed and knows what we ultimately need to satisfy our needs. I'm going to be OOO next week, but hoped that the two of you could maybe chat next week about the easement and maintenance agreement needed for the pump station to be located on the south side of the right-of-way.

I'll be back in the office on the 18th should you need anything else from me.

THANKS!

Monica M. Wallis, P.E.

Operations Manager

Destin Water Users, Inc.

14 Industrial Park Lane

Destin, FL 32541

850-837-6146

850-337-3945 – Direct

850-699-3665 – Cell

850-837-0465 – Fax

This email will be going away... please update with mwallis@dwuinc.com

<DRAFT Easement 7-2020.doc>

From: [Hughen, Alexis](#)
To: [Brittain, Jeff](#)
Subject: RE: Gulf Power - Destin - Pointe Mezzanine - Power service lines in R/W
Date: Monday, July 26, 2021 12:44:15 PM
Attachments: [image002.png](#)

Hi Jeff,

Yes, to confirm your email below- Gulf Power Company will own all facilities in the ROW.

Thanks,

Alexis Hughen
Associate Engineer
Power Delivery, Distribution

Gulf Power
Alexis.Hughen@fpl.com
Office: (850) 244-4743
Mobile: (850) 585-4087



From: Brittain, Jeff <Jeff.Brittain@kimley-horn.com>
Sent: Monday, July 26, 2021 11:43 AM
To: Hughen, Alexis <Alexis.Hughen@nexteraenergy.com>
Subject: RE: Gulf Power - Destin - Pointe Mezzanine - Power service lines in R/W

Hi Alexis-

Thank you for your time this morning. As discussed, we are permitting a project through the City of Destin, and they issued a comment stating private utilities are not allowed within the City R/W. Our project currently indicates private electrical service lines coming out of a transformer across the right-of-way to serve the boat slips at the proposed docking facility.

Based on our conversation this morning, Gulf Power will run service lines from the proposed transformer location across the right-of-way and set meters at the R/W limits, just before the entry to the dock. Gulf Power will own the lines from the meter back to the transformer (the electrical lines within the right-of-way). The service lines from the meters to the docks (service lines outside the R/W) will be owned by the Condo Owners Association.

Either myself or the developer will reach out to Gulf Power in the near future to begin this coordination.

Please confirm this is consistent with our conversation this morning. I'd like to send a copy of your confirmation email to the City to help resolve their comment.

Please let me know if you have any questions or need additional info at this time.

Thank you for your help with this.

Jeff

Jeff Brittain, PE
Kimley-Horn | Emerald Coast Office
Cell: 850-630-9524
Direct: 850-553-3522

From: Brittain, Jeff
Sent: Friday, July 23, 2021 5:32 PM
To: Hughen, Alexis <Alexis.Hughen@nexteraenergy.com>
Subject: RE: Gulf Power - Destin - Pointe Mezzanine - Power service lines in R/W

Hi Alexis-

I hope all is well in your neck of the woods.

Just wanted to follow-up on the email below and the service lines in the right-of-way on the Pointe Mezzanine project.

Have you guys had a chance to discuss? We need to get a response back to the City on this.

Jeff

Jeff Brittain, PE
Kimley-Horn | Emerald Coast Office
Cell: 850-630-9524
Direct: 850-553-3522

From: Brittain, Jeff
Sent: Wednesday, July 14, 2021 1:58 PM
To: Hughen, Alexis <Alexis.Hughen@nexteraenergy.com>
Subject: RE: Gulf Power - Destin - Pointe Mezzanine - Power service lines in R/W

Good afternoon Alexis-

Per our conversation last week, please see attached exhibit indicating the proposed power service layout to serve new boats slips.

There's a comment from the City regarding private utilities in the public right-of-way. In the attached, you can see the power service lines to the docks crossing the proposed right-of-way. The City has a comment that private utilities can not be in a public right-of-way. Are these services lines owned by Gulf Power? If not, is having Gulf Power own the power service lines within the R/W an option? If so, is there a developers agreement that needs to be executed to facilitate this. Have you all encountered this before? Thoughts?

Thank you for the help with this.

Jeff

Jeff Brittain, P.E.

Kimley-Horn | Emerald Coast Office, 120 Richard Jackson Blvd, Suite 230, Panama City Beach, FL 32407

Mobile: 850 630 9524

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [Kimley-Horn.com](#)

Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For!

From: Hughen, Alexis <Alexis.Hughen@nexteraenergy.com>

Sent: Tuesday, July 6, 2021 12:39 PM

To: Brittain, Jeff <Jeff.Brittain@kimley-horn.com>

Subject: RE: Gulf Power - Destin

You don't often get email from alexis.hughen@nexteraenergy.com. [Learn why this is important](#)

Good afternoon Jeff,

I received your voicemail. Sorry for the delayed response, last week was a little crazy. If you don't mind sending some plans, I would definitely like to take a look at them. Feel free to give me a call and we can discuss details.

Thanks,

Alexis Hughen

Associate Engineer

Power Delivery, Distribution

Gulf Power

Alexis.Hughen@fpl.com

Office: (850) 244-4743

Mobile: (850) 585-4087



From: Johnson, Bernard <Bernard.Johnson@nexteraenergy.com>
Sent: Monday, June 28, 2021 1:53 PM
To: Brittain, Jeff <Jeff.Brittain@kimley-horn.com>
Cc: Hughen, Alexis <Alexis.Hughen@nexteraenergy.com>
Subject: RE: Gulf Power - Destin

Hello Jeff,

Hope all is well with you as well.

Alexis Hughen is the engineering rep that handles that end of town and is included.

Best regards,
Bernard

Bernard H. Johnson Jr.
Regional Manager
Central District

850.244.4721 (Office)

850.376.1675 (Mobile)

Bernard.Johnson@NextEraEnergy.com



From: Brittain, Jeff <Jeff.Brittain@kimley-horn.com>
Sent: Monday, June 28, 2021 1:38 PM
To: Johnson, Bernard <Bernard.Johnson@nexteraenergy.com>
Subject: Gulf Power - Destin

Hi Bernard-

I hope all is going well for you these days!

Do you know who at Gulf Power should I contact regarding service for a project in Destin, specifically Norriego Point?

jeff

Jeff Brittain, P.E.

Kimley-Horn | Emerald Coast Office, 120 Richard Jackson Blvd, Suite 230, Panama City Beach, FL 32407

Mobile: 850 630 9524

Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [Kimley-Horn.com](#)

Celebrating 14 years as one of FORTUNE's 100 Best Companies to Work For!

**AFFIDAVIT
POSTING OF PROPERTY**

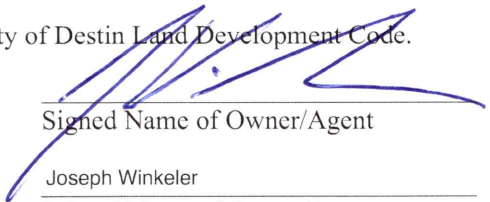
BEFORE ME, the undersigned authority, personally appeared: Joseph Winkeler,

the owner and/or authorized agent of the following described property: 1 Gulf Shore Drive, Destin, Florida 32541

Parcel ID 00-2S-24-0000-0034-0000 and 00-2S-0000-0034-0020 _____ -who deposes and says as follows:

1. That the subject site described above has a sign posted by the owner and/or authorized agent for the owner, notifying the public of the development activity, city project number, and authorized agent and phone number.
2. That the posted sign meets the dimensional requirements set by the City.
3. That the posted sign was placed and will be maintained upon the property in the correct location and not less than fourteen (14) days from the date of the City's Completeness Letter.
4. That a photo of the sign depicting the location of the sign in relation to the road right-of-way is attached.
5. This affidavit will be forwarded to the City's Planning Division no later than seven (7) working days from the posting of the sign.

I have completed the said requirements as described in the City of Destin Land Development Code.


Signed Name of Owner/Agent

Joseph Winkeler

Printed Name of Owner/Agent

STATE OF FLORIDA

COUNTY OF OKALOOSA

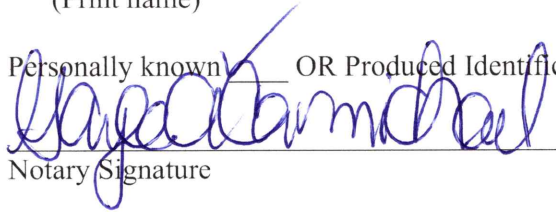
The foregoing instrument was acknowledged before me by means of physical presence ☒ or online notarization

19 this 19 day of November, 2020,

By: Joseph Winkeler

(Print name)

Personally known ☒ OR Produced Identification _____


Notary Signature

Seal



City of Destin
Notice
Development Activity
Major Development Order
Project 20-32-SP Pointe
Mezzanine Docking Facility
Authorized Agent: Hopping Creek & Sons, P.A.
Agent's Phone Number: (850) 222-7500
Project's Plans can be reviewed
at Destin City Hall Annex
4100 Indian Bayou, Destin, FL
or www.cityofdestin.com





A photograph of a beach scene. In the foreground, a large white sign is planted in the sand. The sign contains text about a development project. The background shows a sandy beach, a body of water, and a large, multi-story resort building with a distinctive architectural style. The sky is clear and blue.

City of Destin
Notice
of
Development Activity

Major Development Order
Project 20-32-SP Pointe
Mezzanine Docking Facility

Authorized Agent: Hopping Green & Sams, P.A.
Agent's Phone Number: (850) 222-7500

Project's Plans can be reviewed
at Destin City Hall Annex
4100 Indian Bayou, Destin, FL
or www.cityofdestin.com



Community Development

Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

November 10, 2020

Subject: Notification of Development Project: Pointe Mezzanine Resort Docking Facility
City of Destin Project Number: 20-32-SP

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Major Development Order. This application is currently under review by members of the Technical Review Committee. As an owner of property located within 300 feet of this project, Article 2.17.00 of the Destin Land Development Code (LDC) requires a written notice providing you the following information.

This notice is for informational purposes only. No action is required on your part.

1. Name of Owner: Pointe Mezzanine, LLC & Pointe Resort, LLC
2. Name of Agent: Hopping Green & Sams, P.A.
3. Address of Project: 1 Gulf Shore Drive, Destin, FL 32541
4. Parcel ID Number: 00-2S-24-0000-0034-0000 (dock parcel);
00-2S-24-0000-0034-0020 (upland parcel)
5. Project Description: This is an application for approval of a Major Development Order. This project includes the addition of a 53-slip private, residential multi-family docking facility to support the upland condominium development authorized under DO-09-17.
6. Location Map: Please refer to the back of this letter.
7. Location of Application Package: The City Hall Annex is currently closed to the public due to health precautions. To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions, please do not hesitate to call (850) 654-1119.

Sincerely,

Daniel Butler

Daniel Butler

Planner

Community Development Department

cc: Project File, Letter Log, Louis Zunguze, Community Development Director







Community Development

Planning and Zoning Division

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Email: planning@cityofdestin.com

September 15, 2021

Subject: Notification of Development Project: Pointe Beach & Yacht Club Subdivision
City of Destin Project Number: 21-24-MS

Dear Property Owner:

The purpose of this letter is to notify you that the Planning Division has received an application for a Major Subdivision. This application is currently under review by members of the Technical Review Committee. As an owner of property located within 300 feet of this project, Article 2.17.00 of the Destin Land Development Code (LDC) requires a written notice providing you the following information.

This notice is for informational purposes only. No action is required on your part.

1. Name of Owner: Pointe Mezzanine, LLC & Pointe Resort, LLC
2. Name of Agent: Holtzman Vogel PLLC
3. Address of Project: 1 Gulf Shore Drive, Destin, FL 32541
4. Parcel ID Number: 00-2S-24-0000-0034-0000 (eastern parcel);
00-2S-24-0000-0034-0020 (western parcel)
5. Project Description: This is an application for approval of a Major Subdivision. This subdivision is to formalize the location of the previously dedicated 100-foot-wide strip of right-of-way (ROW) for the extension of Gulf Shore Drive across the property to provide access to Norriego Point.
6. Location Map: Please refer to the back of this letter.
7. Location of Application Package: The City Hall Annex is currently closed to the public due to health precautions. To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions, please do not hesitate to call (850) 654-1119.



Sincerely,

Daniel Butler

Daniel Butler

Senior Planner

cc: Louis Zunguze, MURP, Community Development Director, Project File, Letter Log



City of Destin
Public Notice
for
Planned Development

- 1. Point Mezzanine Docking Facility, 20-32-SP**
- 2. Point Beach & Yacht Club Subdivision, 21-24-MS**

Dates for Public Hearings

Harbor and Waterways Board, September 27, 2021

Destin City Council, October 18, 2021

Project: Point Mezzanine Dockings Facility and Point Beach & Yacht Club

Sub Applicant: Point Mezzanine, LLC

Authorized Agent: Joe Winkeler - 24/7 Phone Number: (850) 699-1600

Project plans may be reviewed at Destin City Hall Annex at 4100

Indian Bayou Drive, Destin, Florida or at www.cityofdestin.com



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	535981
Customer Name:	City Of Destin
Customer Address:	City Of Destin 4200 INDIAN BAYOU TRAIL Cindy A/P Dept (Ext#121) Destin FL 32541
Contact Name:	City Of Destin
Contact Phone:	8508374242
Contact Email:	
PO Number:	

Date:	10/04/2021
Order Number:	6371874
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	52.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
FTW NW Florida Daily News	2	10/08/2021 - 10/13/2021	Public Notices
FTW nwfdailynews.com	2	10/08/2021 - 10/13/2021	Public Notices

Total Order Confirmation

\$240.56

Ad Preview

NOTICE

NOTICE IS HEREBY GIVEN that the City of Destin City Council will hold a Quasi-Judicial hearing on Monday, October 18, 2021 at 6:00 p.m., at Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida, to consider the following:

Pointe Mezzanine, LLC & Pointe Resort, LLC are requesting approval for a Major Development Order and a Major Subdivision. The project is located at 1 Gulf Shore Drive (Parcel IDs: 00-2S-24-0000-0034-0000; 00-2S-22-0000-0034-0020), with the property totaling approximately 4.34 acres. The applicant is proposing an accessory private docking facility for the previously authorized upland development (approved under DO 09-17).

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

Persons with disabilities who require assistance to participate in this meeting are requested to notify the City Clerk's office 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.s

Rey Bailey
City Clerk
10/8/2021
10/13/2021
6371874

From: lauriecsanders@aol.com
To: [Planning Division](#)
Subject: Comments for planned development Point Mezzanine Docking Facility and Point Beach and Yacht Club public meetings
Date: Sunday, September 19, 2021 1:34:41 PM

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

City of Destin Planning,

Can you please answer any questions you can before the public meeting?

Please take the following public local input into consideration at the September 27 and October 18 public hearing meeting for Point Mezzanine Docking Facility, 20-32-SP and Point Beach & Yacht Club Subdivision, 21-24-MS.

After receiving letters from the City of Destin and reviewing the plans for project 20-32-SP, as a full time resident living within 300 ft, I have the following comments to share and would like to request written answers to my questions:

- **Point Mezzanine Docking Facility**
- Does the city require **financial where with all of the developer** prior to approval to allow the project to move forward?
- At the marina entrance after the road and parking spaces is there a **bike lane** in the road and an **extra wide sidewalk** on the side of the marina?
- Where and how many **parking spaces** are there for the marina? (I saw 3 parking spaces to the east? where are they?) and the vendors who will be working on the boats, where will they park? Is there enough parking for the marina?
- If the parking for the marina is at the resort, then **will the resort be built before the marina** so there will be parking available?
- Do you have to own a condo to be able to have/own a slip at the marina?
- **Where is the dumpster located/stored in the marina plans? Where will the dumpster be placed for trash pick up?** It doesn't look good now having a dumpster out all the time by the parking area. (grandfathered in) Will the new marina development be allowed to leave their dumpster out in view 24/7 with public access? There has been graffiti on the current dumpster, plus on busy holidays and weekends the dumpster overflows. I was always taught to remove graffiti right away since it indicates gang activity.
- Will there be a wide sidewalk located in front of the marina entrance and or a half circle turn around in the road?
- What are the plans for the **transient slips**? Who is allowed to dock there?
- Does the marina include bathrooms for use by patrons of the transient slips? I am tired of people peeing in our landscaping, by the current parking lot.
- How can there be transient slips in the plans if **commercial activity** is not allowed according to Holiday Isle Improvement Association docs and rules?
- **The marina will have to abide by Holiday Isle Improvement Association docs and rules, correct?**
- **Where will construction equipment be parked and stored? On site? No over night parking on current road and parking lot, correct? The city or code compliance will enforce this?**
- Please consider road comments
- Length of time for completion once started?
- Proposed start date?

- **Road**

- What are the plans for the road and parking? Who is paying to put the road in?
- What will the road and sidewalk look like in front of East Pass Towers 1?
- Will the indent in the road in front of East Pass Towers Marina (turnaround) remain or be removed since the turn around will now be at the end of the road?
- Does and could the road please include a bike path? This would enable people to bike and walk at the same time to and from the park. Currently bike riders need to go out into the road on Gulf Shore Dr when people are walking on the sidewalks. It would be nice to have sidewalks on both sides of the road.
- How wide will the sidewalks be and are there plans for trash receptacles? Please make sidewalks as wide as possible to accommodate foot traffic with beach supplies.
- Will there be a sidewalk alongside the current parking lot if the parking lot stays as is?
- Consider relocating the parking lot area from its current location to right before the entrance to Norriego Park? Right before the new circular turn-around. Make the current parking lot a road and extend the sidewalk that dead ends into the marina building so people can ride their bike, walk to the park
- If there is a parking lot at the end of the road could you please include a closing bar/gate that can lock for security purposes. This is done at many other parks. Since the park closes at dusk this would help prevent people from sitting in the parking lot after dusk doing drug deals, or getting into fights, which has occurred.
- Are there plans for reserved handicapped, lifeguard, code compliance parking spaces located closest to the park?
- Will the Norriego Park sign be moved down to the entrance of the park?
- Plans for lighting at the end of the road?
- Will Norriego Park remain open during construction? Access to park by water? Will park be maintained?
- Where will construction equipment be stored?
- Length of time for road completion once started?
- Start date?

- **Point Beach & Yacht Club Subdivision**

- Does the city require financial where with all of the developer prior to approval to allow the project to move forward
- How many units in the building?
- How many stories?
- Number of parking spaces?
- Number of bike lockers?
- Are short term rentals allowed of the units?
- What are the plans for lighting (turtle friendly)?
- Is there a guard building at the entrance to the property and will the building have a full time security guard? Security plans
- Plans are for 77 stories which is above the the new law/ordinance passed to keep the building heights lower. Would the developer consider only 6 stories?
- Will the architecture blend in with the light neutral beach sand colors of other buildings located on the road? Dark colors or trim really absorb the heat of the sun reflected off the water.
- I don't know much about city drainage, but can it handle this addition? Our covered parking lot at EPTII floods every heavy rain. Do the plans include a culvert for storm drainage in front of the building? Will storm drainage backflow onto the property where I live?
- What is being placed on the property line between the parcel and the park? Between you and EPTI at 100 Gulf Shore Dr.? Does the public have access to the first 20 feet from the water
- Where will construction vehicles be parked? Construction vehicles will be required to be parked on site, correct? They can't park in the public parking spots, parking area, or be left there overnight can they?
- Please consider road comments

- Will there be 10 foot sidewalks in and outside property?
- Length of time for completion from start date?
- Start date?

My biggest concern with the plans is the current parking lot at the end of the existing road, security, and trash. Please consider moving the current parking lot to the end of the proposed road, converting the current lot back to just a road with sidewalks on both sides. It is just plain common sense that the parking should be located at the end of the road closest to the park. That's the reason the parking lot is where it is now at the end of the road, with closest access to the park. If the end of the road moves so should the parking lot being located closest to the park. Thank you for considering my comments and concerns.

Sincerely,
Laurie Sanders
110 Gulf Shore Dr #324
703-966-3373

From: Jay Purut
To: Planning Division
Subject: Point Beach & Yacht Club Development
Date: Wednesday, September 22, 2021 8:50:37 PM
Importance: High

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

Hi, I'm the Community Association Manager for East Pass Towers 1 & 2. I only have four observations:

1. The current parking lot for the city park is located in front of East Pass Towers 1. I propose it be relocated to the end of the cul-de-sac so tourists and visitors don't have to walk so far to get to the point.
2. Proffer in the zoning approval that the developer build a boat taxi dock on the harbor side at their expense and deed it to the city.
3. Proffer in the zoning approval the developer build toilets on the beach (similar to the primitive ones found at state camp grounds).
4. The developer grant a 100 foot, none extinguishable public easement for as long as the sun rises in the east and sets in the west from the water's edge on the harbor side at low tide. Or the city could just buy the land and make it public domain. Beaches within 100 feet of the oceans edge should be public access, just like in Mexico.

That's it.

Jay Purut, LCAM
Progressive Management of America, Inc.
970 Gulf Shore Drive
Destin, FL 32541
850.502.0534 (direct)
JPurut@pmainfo.com

From: Deena Scharfenberger
To: Planning Division
Subject: Opposition to Point Mezzanine, LLC & Pointe Resort, LLC
Date: Monday, September 27, 2021 4:11:35 PM

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

To: City of Destin Council
Fr: Ed and Deena Scharfenberger
1403 Tidworth Ct.
Louisville, KY 40245
Da: September 27, 2021
Re: Point Mezzanine, LLC & Pointe Resort, LLC
Project: 21-24-MS & Docks A,B and C

To Whom it may concern,

We are writing to raise concerns regarding both the "Major Subdivision" and Resort Docking Facility that are being proposed at Norriega Point. We have requested and received a copy of the application packages, which we have reviewed the contents along with the diagram of the proposed developments.

The development brings up many concerns regarding this location at Norriego Point. From the diagram the docking system would come off the Point area on the Destin Harbor side. The proposed site is an area of the harbor that is already narrow and congested. This would add further congestion of the waterway. The development will bring additional vehicle traffic to Holiday Isle. The upland parcel of this development will affect the natural look of this area and cause shrinkage of Norriego Point Park. The project would affect wildlife and nesting patterns of shore birds, sea turtles, endangered beach mice and so on, as well as, create more light pollution in this beautiful natural setting. A setting that visitors and locals enjoy, whether it be viewing from the Harbor Walk to enjoying the untouched area of Norriego Point Park.

Our family opposes both of these projects it is not a positive addition to this location. This area is "Destin". When you think of Destin, Florida you think of this entire area... East Pass, Norriega Point, Destin Harbor and the Harbor Walk not to mention Crab Island. I hope this breath-taking location will go untouched and not be cluttered with more docks or condos and/or housing.

We hope the City of Destin will think of how this will impact the area and the look of this truly postcard and beloved location and its creators that call this place home.

We would like to be informed of any update or information regarding this proposal.

Sincerely,

Ed and Deena Scharfenberger

Owners: 100 Gulf Shore Drive, 605
Destin, FL

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 8/24/2021

SUBJECT: Beach & Boardwalk Operations FY22-TDC Interlocal Agreement w/BOCC

I. BACKGROUND: On April 19, 2021 the City of Destin TDC applied for funding from the Okaloosa Tourism Development Council to be included in their FY22 budget.

The project that we requested funding for was the waterfront parks program that included funding for the annual expenses of operating and maintaining beach and harbor amenities.

This is a funding request that we have made annually for many years. The FY22 request was \$17,350 more than the previous year. The additional funds will provide services at Captain Royal Melvin Heritage Park and Plaza once it is opened. The city of Destin's FY22 request was in the amount of \$476,350.

The TDC approved this request at the August 24, 2021 board meeting.

II. DISCUSSION: The TDC has provided the interlocal agreement for the City of Destin to execute. This agreement for the waterfront parks funding is in the amount of \$476,350.

The budget for this agreement is included and has been a joint effort between the city's finance department and Okaloosa County.

This funding is to be provided on a reimbursement basis for eligible expenses related to the annual expense of operating and maintaining beach and harbor amenities.

Okaloosa County has confirmed via email that this funding will not come out of the City's allotment of the 12.5% set-aside of TDT revenue for this fiscal year.

A. Link to Strategic Goals / Objectives: Strategic Plan FY21-22:
Strategic Goals 2026 - Enhanced quality of life and safety for families

B. Effect on Budget (EOB): This grant was anticipated and is included in the
FY2022 Budget.

The detailed budget is shown as Exhibit A in the attached agreement and is
maintained and recorded in org code 0157291 Beach Operations.

C. Level of Service (LOS): To maintain the same level of service for amenities for
tourists at beach access points and along the harbor.

III. CONCLUSION: Staff recommends that the interlocal agreement be executed and
returned to the county.

IV. RECOMMENDED MOTION: I move to authorize and direct the Mayor to execute
the Interlocal Agreement with Okaloosa County for waterfront access maintenance and
capital improvements.

Attachments:

1. FY22 Destin Waterfront

INTERLOCAL AGREEMENT FOR
WATERFRONT ACCESS MAINTENANCE AND CAPITAL IMPROVEMENTS

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as “the County”) and CITY OF DESTIN, a Florida municipal corporation (hereinafter referred to as “the City”).

WHEREAS, the County finds that maintaining and enhancing its waterfront and beach accesses is an essential component of promoting the sub-county taxing district as a tourist destination; and

WHEREAS, the City provides gulf front parks, beach access ways, and a harbor boardwalk frequented by tourists; and

WHEREAS, the County determines it would be in the best interest of its visitors to support the City for the purposes set forth herein.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the County and the City agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. City’s Responsibilities. The City shall provide and maintain three (3) gulf front parks, eight (8) beach access ways, and a harbor front park and boardwalk as more fully described in the scope of services as set forth in EXHIBIT A attached hereto and incorporated by reference.

The City shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the County at all times as necessary for the proper performance of this Agreement by the City.

The City shall place the Okaloosa County tourist development logo (“Logo”) as appropriate at locations provided for under this Agreement. Additionally, the City agrees to work with the County to enhance marketing efforts of the sub-county taxing district. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

Section 3. County’s Responsibilities. The County agrees to pay the City FOUR HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FIFTY DOLLARS (\$476,350.00) for annual maintenance and capital outlay costs for the fiscal year October 1, 2021 to September 30, 2022 as set forth in EXHIBIT A. Payment shall be made on a reimbursement basis upon receipt of an invoice.

Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. Invoices shall be itemized such that the

description of services performed is consistent with the description of expenses as set forth in EXHIBIT A. The City is authorized to shift expenses between line items so long as the total annual amount is not exceeded.

Payment may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue.

In the event a portion of an invoice submitted to the County for payment to the City, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

If County funds are provided for reimbursement of the purchase of a capital item – “capital item” means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the City’s disposal of any capital item funded by tourist development tax dollars.

Section 4. Use of County Funds. The funds set forth in Section 3 above shall be used to pay for costs and expenses as set forth in EXHIBIT A. The parties acknowledge that these services are being funded exclusively through proceeds of the Tourist Development Taxes levied by the Okaloosa County Board of County Commissioners. In the event that it is legally determined that such Tax proceeds may not be used for these purposes, then this Agreement shall terminate immediately with services previously rendered by the City being payable as described under Section 5 below.

Section 5. Non-Appropriation of Funds. The City hereby acknowledges that this Agreement is completely dependent on the appropriate of legally available funds by the County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered as void. If the Agreement is terminated by the County as provided herein, the City will be paid the prorated amount for services actually performed up to the date of termination.

Section 6. Effective Date and Term of Agreement. This Agreement shall be effective on October 1, 2021 and terminate on September 30, 2022, unless terminated earlier in accordance with the provision contained in this Agreement.

Section 7. Termination. Either party may terminate this Agreement by giving thirty (30) days’ written notice to the other party of its intent to terminate this Agreement.

Section 8. Records & Audit. For the services performed under this Agreement, the City shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the services performed under this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY’S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON STREET, STE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

The City must comply with the public records laws, Chapter 119, F.S., specifically the City must:

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

The County shall have the right from time to time at its sole expense to audit the compliance by the City with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

Section 10. Authority. Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 11. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Section 12. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

Section 13. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

Section 14. Construction. The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

Section 15. Assignment. This Agreement shall not be assigned except by consent of the parties.

Section 16. Indemnification. Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

Section 17. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 18. Federal Requirements. During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit B. Exhibit B is expressly incorporated herein as part of the contract.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement.

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Dated: _____

ATTEST:

By: _____
Rey Bailey, City Clerk

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

By: _____
Carolyn N. Ketchel, Chairman

Dated: _____

ATTEST:

By: _____
J.D. Peacock II, Clerk of Circuit Court

EXHIBIT A

SCOPE OF SERVICES



Okaloosa County Tourist Development Department Operational & Capital Funding Request

(Deadline: April 20, 2021)

This form is to be used for all operational and capital requests for tourist development tax funding to facilitate the review and approval process. This form must be completed in its entirety in order for the funding request to be presented to the Tourist Development Council for consideration. Supplemental information may be provided, but summary information must be provided in each section of this form.

ORGANIZATION INFORMATION:

Name: City of Destin
Tax I.D.: 59-2480854
Contact Person: Jeff Cozadd Title: Projects/Grants/Contracts Manager
Phone: 850-279-4228 Email: jcozadd@cityofdestin.com
Street Address: 4200 Indian Bayou Trail City/ST/Zip: Destin, FL 32541
Briefly describe the organization: City Government

FUNDING REQUEST INFORMATION:

Describe the funding request in detail. Attach pictures or any other supporting documentation.

General operating and maintenance costs of tourist provided amenities along the beach and harbor.

Requesting continued support to operate, maintain, repair, improve, expand and construct beach related facilities and amenities owned/operated by the city of Destin that primarily serve as tourist destinations. Facilities include:

June White Decker Park, Shores at Crystal Beach Park, Norriego Point Park, Eight (8) beach access points, ~~Morgan Sports Complex~~, Captain Royal Melvin Heritage park and the harbor boardwalk. With the addition of Capitan Royal Melvin Heritage Park on the harbor and the additional public beach properties at the Shore at Crystal Beach Park staffing needs for FY22 will be increasing from previous years. Our staffing level will go from 3.5 FTE to 4.5 FTE for FY22. The city hopes that facility upgrades including restrooms, a pavilion and a boardwalk will be present at Norriego Point Park in FY23.

Describe how the funding request promotes tourism within the sub-county taxing district.

Destin is the primary tourist destination in Okaloosa County with the majority of tourists flocking to Destin's beaches, restaurants, sporting activities and tourist related business through out the year. This funding allows for general repair, maintenance, and addition of tourist related facilities within the City.

Describe how the funding request results in lodging/overnight stays within the sub-county taxing district.

Most tourists choosing to vacation on the Emerald Coast do so to enjoy our pristine beaches and the Destin harbor amenities.

Many of the tourist that lodge in Destin access the beaches by using the city's public beaches and public access locations.

Other popular tourist activities include charter and recreational boating, restaurants, sporting tournaments (16-20) and shopping.

Describe other funding methods pursued and why Tourist Development Tax funding is necessary.

Whenever available, the City pursues both State and Federal grants to cover these expenditures.

Dates during which expenses may be incurred: October 1, 2021 through September 30, 2022

Itemize expenses requested for reimbursement. Denote what portion of the expense, if any, is funded by another source. Attach quotes or any other supporting documentation.

Detailed Description	Amount funded by tourist development tax	Amount funded by other sources
Employee Wages & Benefits	281,000	
Contract Repair and Maintenance costs	31,500	
General Operating Supplies	45,000	
Printing & Binding & Advertising Exp.	1,350	
Training and Certification	2,000	
Electricity, Water, Gas ect.	12,000	
Repairs & Maintenance of park/harbor facilities	45,000	
Boardwalk Restoration Project	37,500	
Risk Management - Insurance Premiums	20,000	
Equipment Rental and Leases	1,000	
TOTAL	\$ 476,350	\$ 0

Note: Item(s) may be disqualified individually without impacting other items listed.

Upon completing this funding request in its entirety, please read the following statement and affix your signature.

I am submitting this funding request on behalf of my organization and am aware that this request will be reviewed for final approval. I have completed this funding request fully and accurately, understand that all information submitted will be used to determine funding eligibility, and have not misrepresented any information contained herein.

I understand that if the funding request is approved, payment will be made on a reimbursement basis based on actual expenses incurred. While actual expenses may vary from the amounts noted on this funding request, the total dollar amount reimbursed will not exceed the total dollar amount approved. Copies of vendor invoices, proof of payment, and an invoice from my organization to the County will be required for payment.

 for Lance Johnson (Acting City Mgr) 4/19/2021
 Signature of Applicant Date
 Lance Johnson, City Manager
 Printed Name of Applicant

Exhibit B

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

- a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2016 (after November 27,

2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.B.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 10/11/2021

SUBJECT: John Deere 410L Loader, authorization to purchase

I. BACKGROUND: The Public Works Department is in need of a new front-end loader/backhoe. This unit will replace our existing John Deere 410G (2004 model). This 2004 unit has a recent history of unreliability.

II. DISCUSSION: The Department of Public Works will use this John Deere 410L for general earthwork operations as well as in support of Emergency Management functions. This unit has the ability to move/remove fallen trees, move large quantities of sand and debris, and temporarily repair damaged roadways and other infrastructure. This unit will also be utilized to support Parks & Recreation repair projects and improvements.

Beard Equipment reported that its pricing for equipment is estimated to increase by 4% after October 26, 2021. This 4% increase translates to approximately \$5,500 in cost savings for the City if we were to purchase this item later in the year. The Sourcewell contract, which is comprised of John Deere's proposal to the RFP, a letter of proposal acceptance and award, and supporting documentation is provided as ATT2.

The quote supplied by Beard Equipment is based on a Sourcewell procurement process/contract with John Deere and is available to all participating agencies. The State of Florida is a participant in the program. The City of Destin is choosing to piggyback off of this State of Florida contract with John Deere.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:
6. Effective, efficient, and aesthetically pleasing infrastructure

*Support of Emergency Management Operations (Public Works Key Function)

B. Effect on Budget (EOB): This item was included in the Adopted FY 2022 Budget.

30058585-564000-RRVEH	
GenFundRR-Machinery-Replace Vehicles	\$ 463,427
FY22 Adopted Budget	463,427
Internal Transfer	-
Previous Expenses/Encumbrances	-
Available Program Budget	463,427
This Agreement +(-)	(139,027)
FY22 Remaining Program Budget	\$ 324,400

C. Level of Service (LOS): New equipment purchases should provide increased levels of reliability. This equipment also comes with a 60-month or 2500-hr extended warranty (\$200 deductible).

III. CONCLUSION: This equipment is vital to the execution of the Department of Public Works mission. This unit will replace an existing loader that is 18 years old with a recent history of unreliability.

IV. RECOMMENDED MOTION: I move that City Manager be authorized to purchase a John Deere 410L Loader from Beard Equipment for \$139,026.81.

Attachments:

1. ATT1: Destin JD 410L Quote for Purchase
2. ATT2: Sourcewell JD Heavy Construction Equipment contract

Quote Summary**Prepared For:**
CITY OF DESTIN
FL**Prepared By:**
NICK SMITH
Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 32534-9444
Phone: 850-476-0277
nsmith@beardequipment.com

Sourcewell Contract # 032119-JDC**Quote Id:** 24099390
Created On: 07 April 2021
Last Modified On: 12 October 2021
Expiration Date: 01 November 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 410L BACKHOE LOADER Extended Warranty Extended Warranty, 410L, Comprehensive, 2500 Total Hours or 60 Total Months, \$200 Deductible	\$ 139,026.81 X	1 =	\$ 139,026.81
Sub Total			\$ 139,026.81
Equipment Total			\$ 139,026.81

Quote Summary

Equipment Total	\$ 139,026.81
SubTotal	\$ 139,026.81
Est. Service Agreement Tax	\$ 0.00
Total	\$ 139,026.81
Balance Due	\$ 139,026.81

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 24099390

JOHN DEERE 410L BACKHOE LOADER

Hours:

Stock Number:

Code	Description	Qty
0AB1T	410L BACKHOE LOADER	1
Standard Options - Per Unit		
170K	JDLINK™	1
1065	John Deere PowerTech™ EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission	1
4466	Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
5285	Pilot Controls, Two Lever, with Pattern Selection	1
5401	Less Coupler - Thumb Ready	1
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1
6020	Extendible Dipperstick	1
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7085	Loader Coupler, 3-Function Hydraulics, Single Lever	1
7690	1.32 Cu. Yd.(1.0 Cu. M.), 92 in.(234 mm) wide Multipurpose Coupler Bucket	1
8475	1000 Lb. (454 kg) Front Counterweight	1
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post	1
9045	Chrome Exhaust Extension	1
9060	Front View Mirror	1
9210	Left Side Console Storage with Cup Holders	1
9230	37 Inch Hydraulic Backhoe Thumb - 4 Tine	1
9515	Diagnostic Oil Sampling Ports	1
9905	Strobe Light with Magnetic Mount	1
9917	Radio, Bosch Basic Package	1
9919	Sun Visor	1

Selling Equipment

Quote Id: 24099390

9920	Exterior Rear View Mirrors (2)	1
9947	Heavy-Duty Stabilizer Pads	1
9970	Seat, Cloth Air-Suspension - Heated	1
Dealer Attachments		
AT313589	Beacon/Strobe Ready Wiring Kit	1

Extended Warranty Proposal

PowerGard™ Protection Plan

Construction

Date : October 12, 2021

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 200
Equipment Type	Construction	Coverage:	Comprehensive	Quoted Price	\$ 0.00
Model	410L	Total Months:	60		
Country	US	Total Hours:	2500		
MFWD/Tracks	N				

Scraper Use

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

| March 22, 2019 |

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #032119

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened | March 22, 2019 | at 8:30 a.m. Central Time.

RFP Timeline

January 31, 2019	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
March 5, 2019 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's Sourcewell contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 Sourcewell advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on Sourcewell's website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 Sourcewell also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT SOURCEWELL

3.1 Sourcewell, formerly the National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, Sourcewell facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at www.sourcewell-mn.gov.

3.3 Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at www.sourcewell-mn.gov/compliance-legal.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Sourcewell member agencies.

3.6.2 Sourcewell contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

3.11 Beyond our primary intent, Sourcewell further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, Sourcewell may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of Sourcewell Members; in other situations, multiple vendors may be in the best interests of Sourcewell and the Sourcewell Members and preferred by Sourcewell to provide the widest array of solutions to meet the member agency's needs. Sourcewell retains sole discretion to determine which approach is in the best interests of Sourcewell Member agencies.

3.13 Non-Manufacturer Awards: Sourcewell reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of Sourcewell and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by Sourcewell, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Subject to section 3.17.2 below, the following types of heavy construction equipment: wheeled, tracked, and backhoe loaders, motor graders, wheeled and tracked excavators, bulldozers, compactors, scrapers, articulated and rigid haulers, cranes, highway-class asphalt pavers, screeds, pavement milling machines, and rollers.

3.17.2 A Proposer must meet **at least one** of the following four requirements to be considered within scope of this solicitation. For purposes of Section 3.17.2 and its subsections, the term “published” means that the information is readily available through the proposer’s printed literature or website and that the proposer has verified the accuracy of the information:

3.17.2.1 At least one wheel loader with published net horsepower (HP) of at least 330 HP, and a crawler excavator with published net HP of at least 500 HP and maximum operating weight of at least 150,000 lbs.

3.17.2.2 At least one motor grader with a published maximum operating weight of at least 30,000 lbs.

3.17.2.3 At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3.17.2.4 At least one highway-class asphalt paver with a published maximum operating weight of at least 19,000 lbs.

3.17.3 Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.

3.17.3.1 This solicitation should **NOT** be construed to include any of the following:

- a. Construction services
- b. Equipment accessory, attachment and supply only solutions, or
- c. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
 - i. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #042815)
 - ii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
 - iii. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
 - iv. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
 - v. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
 - vi. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by Sourcewell.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

3.23 Sole Source of Responsibility- Sourcewell desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Sourcewell also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet Sourcewell Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer’s Commitment Period: In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause Sourcewell to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of Sourcewell Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by

industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.

3.37 While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. Sourcewell may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to Sourcewell. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and Sourcewell.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "Sourcewell, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, Sourcewell's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.

4.12 The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening,**" and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.

4.17 If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under “Solicitations”) and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening,

the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL'S RIGHTS RESERVED

4.24 Sourcewell may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$200 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by Sourcewell.

5.3 Regardless of the payment method selected by Sourcewell or an Sourcewell member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and

service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

5.30 Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.

5.53 Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

A. PROPOSAL EVALUATION PROCESS

6.1 The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 Sourcewell uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may

help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

6.12 [This section is intentionally blank.]

6.13 Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the "Market Basket" from all appropriate product categories as determined by Sourcewell.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 Sourcewell marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of

Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

6.19.7 A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a

Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge Sourcewell Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of Sourcewell's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 [This section is intentionally blank.]

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in Sourcewell's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the

Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [Sourcewell Member name].”

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the Sourcewell purchase price identified in a purchase order issued pursuant to any Awarded Sourcewell procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcewell contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

7.17 Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 Sourcewell Compliance with Minnesota Procurement Law: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP,

the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 Any protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS; AIRPORT IMPROVEMENT PROGRAM PROVISIONS

8.31 Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).

Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Proposers shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Title VI Solicitation Notice. Sourcewell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.45 Trade Restriction Certification. To the extent applicable, Proposer will comply with the provision in 49 U.S.C. § 50104 regarding certification and notice requirements for firm ownership or control by one or

more citizens of a foreign county listed by the Office of the United States Trade Representative as discriminating against U.S. firms.

8.46 Procurement of Recovered Materials. To the extent applicable, Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

8.47 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person Sourcewell should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer and submit the electronic version of the questions below in Microsoft Word® This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 33) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: _____ Date: _____

Sourcewell's clarification on exceptions listed above:

Contract Award
RFP #032119



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-XXX

Proposer's full legal name: TBD

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be MM DD, YYYY and will expire on MM DD, YYYY (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 032119-XXX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 032119-XXX



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind

that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.
- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.
- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.
- 20) Describe any environmental management system certifications obtained by your organization.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required – Flash Drive or CD
	Form A: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E: Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by Sourcewell	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound		
	Package containing your proposal labeled and sealed with the following language: “Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX”		
	Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 th St NE, PO Box 219 Staples, MN 56479		

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME:

SOURCEWELL CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

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Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Beneviah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
Windward Community College	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
State	Elmore County	Klamath County	Dorchester County	San Juan County	Kittitas County
Hawaii Department of Accounting and General Services	Franklin County	Lake County	Edgefield County	Sanpete County	Klickitat County
Hawaii Department of Finance and Administration	Fremont County	Lane Council of Governments	Fairfield County	Sevier County	Lewis County
Hawaii Department of Health	Gem County	Lane County	Florence County	Summit County	Lincoln County
Hawaii Employer-Union Health Benefits Trust Fund	Gooding County	Lincoln County	Georgetown County	Tooele County	Mason County
Hawaii Health Systems Corporation	Idaho County	Linn County	Greenville County	Uintah County	Okanogan County
State Of Hawaii	Jefferson County	Malheur County	Greenwood County	Utah County	Pacific County
	Jerome County	Marion County	Hampton County	Wasatch County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Washington County	Pierce County
	Latah County	Morrow County	Jasper County	Wayne County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Weber County	Skagit County
	Lewis County	Polk County	Lancaster County	Municipality	Skamania County
	Lincoln County	Sherman County	Laurens County	Centerfield City	Snohomish County
	Madison County	Tillamook County	Lee County	City of Alpine City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of American Fork	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of Aurora	Thurston County
	Oneida County	Wallowa County	Marion County	City of Ballard	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Beaver	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Blanding	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Bluffdale	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bountiful	Whitman County
	Teton County	Municipality	Orangeburg County	City of Brigham	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Castle Dale	Yakima County Public Services
	Valley County	City of Albany	Richland County	City of Cedar City	Yakima Valley Conference of Governments
	Washington County	City of Amity	Saluda County	City of Cedar Hills	Municipality
	Municipality	City of Arlington	Spartanburg County	City of Centerville	City of Aberdeen
	City of Aberdeen	City of Ashland	Sumter County	City of Clearfield	City of Airway Heights
	City of Albion	City of Astoria	Union County	City of Clinton	City of Algona
	City of American Falls	City of Athena	Williamsburg County	City of Coalville	City of Anacortes
	City of Ammon	City of Aumsville	York County	City of Colorado City	City of Arlington
	City of Arco	City of Aurora	Municipality	City of Corinne City	City of Asotin
	City of Arimo	City of Baker City	City of Abbeville	City of Cottonwood Heights	City of Auburn
	City of Ashton	City of Bandon	City of Aiken	City of Delta	City of Bainbridge Island
	City of Athol	City of Banks	City of Anderson	City of Draper	City of Battle Ground
	City of Atomic City	City of Bay City	City of Barnwell	City of Duchesne	City of Bellevue
	City of Bancroft	City of Beaverton	City of Beaufort	City of East Carbon	City of Bellingham
	City of Bellevue	City of Bend	City of Belton	City of Elk Ridge	City of Benton City
	City of Blackfoot	City of Boardman	City of Bennettsville	City of Elmo	City of Blingen
	City of Bliss	City of Brookings	City of Bishopville	City of Enoch	City of Black Diamond
	City of Bloomington	City of Brownsville	City of Camden	City of Enterprise	City of Blaine
	City of Boise	City of Burns	City of Cayce	City of Ephraim	City of Bonney Lake
	City of Bonners Ferry	City of Canby	City of Charleston	City of Escalante	City of Bothell
	City of Boswell	City of Cannon Beach	City of Chester	City of Eureka	City of Bremerton
	City of Buhl	City of Canyonville	City of Clemson	City of Fairview	City of Brewster
	City of Burley	City of Carlton	City of Clinton	City of Farmington	City of Bridgeport
	City of Caldwell	City of Cascade Locks	City of Columbia	City of Farr West	City of Brier
	City of Cambridge	City of Cave Junction	City of Conway	City of Ferron	City of Buckley
	City of Carey	City of Central Point	City of Darlington	City of Fillmore	City of Burien
	City of Cascade	City of Chiloquin	City of Denmark	City of Fountain Green	City of Burlington
	City of Castleford	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Camas
	City of Challis	City of Clatsop	City of Easley	City of Garland	City of Carnation
	City of Chubbuck	City of Clatsop	City of Florence	City of Grantsville	City of Cashmere
	City of Clayton	City of Clifton	City of Folly Beach	City of Green River	City of Castle Rock
	City of Clifton	City of Coeur d'Alene	City of Forest Acres	City of Gunnison	City of Centralia
	City of Coeur d'Alene	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chehalis
	City of Council	City of Cornelius	City of Gaffney	City of Heber City	City of Chelan
	City of Craigmont	City of Corvallis	City of Georgetown	City of Helper City	City of Cheney
	City of Crouch				City of Chewelah

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

City of Culasac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
City of Eagle	City of Donald	City of Lake City	City of Irwin	City of Dayton
City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
City of Fernan Lake Village	City of Eagle Point	City of Lorin	City of Layton	City of East Wenatchee
City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
City of Franklin	City of Enterprise	City of Mauldin	City of London	City of Electric City
City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
City of Garden City	City of Eugene	City of Myrtle Beach	City of Mantoloking	City of Elma
City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
City of Grand View	City of Garibaldi	City of Orangeburg	City of Millford	City of Federal Way
City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
City of Hollister	City of Greenhorn	City of Wailuku	City of Mylton	City of Grandview
City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
City of Hope	City of Haines	City of Wellford	City of Nephri	City of Granite Falls
City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lucy
City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
City of Murtatough	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
City of New Meadows	City of Lonerock	City of Donalds	City of Smithfield City	City of Mesa
City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
City of Parker	City of Maupin	Town of Elgin	City of Springfield	City of Mossyrock
City of Parma	City of McMinnville	Town of Ellorree	City of St. George	City of Mountlake Terrace
City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
City of Pocatello	City of Milwaukie	Town of Gaston	City of Toiyabe	City of Newport
City of Ponderay	City of Modala	Town of Gifford	City of Tremonton	City of Nooksack
City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggin	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello
	City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
	City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
	City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
	City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
	City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
	City of Shoshone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
	City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
	City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalgia	City of Port Townsend
	City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabella	City of Poulsbo
	City of St. Anthony	City of Pendleton	Town of Jenkinsville	Town of Antimony	City of Prosser
	City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
	City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
	City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
	City of Stites	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
	City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
	City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
	City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
	City of Tetonia	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Republic
	City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
	City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
	City of Ucon	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Ritzyville
	City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
	City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
	City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
	City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
	City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
	City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
	City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
	City of Wilder	City of Sandy	Town of McCol	Town of Daniel	City of Sedro-Wooley
	City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
Higher Education	City of Scio	City of Seaside	Town of Meggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	City of Seneca	Town of Moncks Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	City of Shady Cove	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
College of Western Idaho	City of Seneca	City of Sheridan	Town of Neeses	Town of Elwood	City of Snohomish
Eastern Idaho Technical College	City of Shady Cove	City of Sherwood	Town of New Ellenton	Town of Emery	City of Snoqualmie
Idaho Division of Professional Technical Education	City of Sheridan	City of Siletz	Town of Nichols	Town of Fairfield	City of Soap Lake
Idaho State University	City of Sherwood	City of Silverton	Town of Ninety Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Siletz	City of Sisters	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Silvertown	City of Sodaville	Town of North	Town of Glendale	City of Spokane Valley
University of Idaho	City of Sisters	City of Spray	Town of Norway	Town of Glenwood	City of Sprague
Education (K-12)	City of Sodaville	City of Springfield	Town of Olanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	City of St. Helens	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	City of St. Paul	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	City of Stanfield	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	City of Stayton	Town of Patrick	Town of Henefer	City of Sumner
Bear Lake County School District No. 33	City of Stanfield	City of Sublimity	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
Bear Lake School District No. 33	City of Stayton	City of Sumpter	Town of Pelion	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sumpter	City of Sutherlin	Town of Pelzer	Town of Hinsckley	City of Takoa
Blaine County School District No. 61	City of Sutherlin	City of Sweet Home	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sweet Home	City of Talent	Town of Perry	Town of Howell	City of Tieton
Bonneville Joint School District No. 93	City of Talent	City of Tangent	Town of Port Royal	Town of Huntsville	City of Toledo
Boundary County School District No. 101	City of Tangent	City of The Dalles	Town of Prosperity	Town of Joseph	City of Tonasket
Bruneau-Grand View Joint School District	City of The Dalles	City of Tigard	Town of Ravenel	Town of Junction	City of Toppenish
Buhl Joint School District No. 412	City of Tigard	City of Tillamook	Town of Reidville	Town of Kanarraville	City of Tukwila
Butte County Joint School District No. 111	City of Tillamook	City of Toledo	Town of Ridge Spring	Town of Kanosh	City of Tumwater
Caldwell School District No. 132	City of Toledo	City of Troutdale	Town of Ridgeland	Town of Kingston	City of Union Gap
Camas County School District No. 121	City of Troutdale	City of Tualatin	Town of Ridgeville	Town of Koosharum	City of University Place
Cambridge School District	City of Tualatin	City of Turner	Town of Ridgeway	Town of Leeds	City of Vader
Cascade School District No. 422	City of Turner	City of Ukiah	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Ukiah	City of Umatilla	Town of Saint Stephen	Town of Loa	City of Walla Walla
Castleford Joint School District No. 417	City of Umatilla	City of Union	Town of Salem	Town of Manila	City of Wapato
Challis Joint School District No. 181	City of Union	City of Unity	Town of Salley	Town of Mantua	City of Warden
Clark County School District No. 161	City of Unity	City of Vale	Town of Saluda	Town of Marysville	City of Washougal
Coeur d'Alene School District No. 271	City of Vale	City of Veneta	Town of Santee	Town of Medford	City of Wenatchee
Cottonwood Joint School District No. 242	City of Veneta	City of Vernonia	Town of Scranton	Town of Minersville	City of West Richland
Council School District No. 13	City of Vernonia	City of Waldport	Town of Seabrook Island	Town of New Harmony	City of Westport
Culdesac Joint School District No. 342	City of Waldport	City of Wallowa	Town of Sellers	Town of Newton	City of White Salmon
Dietrich School District No. 314	City of Wallowa	City of Warrenton	Town of Sharon	Town of Ophir	City of Winlock
Emmett Independent School District No. 221	City of Warrenton	City of Wasco	Town of Six Mile	Town of Orderville	City of Woodinville
Filer School District No. 413	City of Wasco	City of West Linn	Town of Snelling	Town of Paradise	City of Woodland
Firth School District No. 59	City of West Linn	City of Westfir	Town of Society Hill	Town of Paragonah	City of Yakima/Yakima County
Fremont County School District No. 215	City of Westfir	City of Weston	Town of South Congaree	Town of Portage Utah	City of Yelm
Fruitland School District No. 373	City of Weston	City of Wheeler	Town of Springdale	Town of Randolph	City of Zillah
Garden Valley School District	City of Wheeler	City of Willamina	Town of St. George	Town of Redmond	
Genesee Joint School District No. 282	City of Willamina	City of Wilsonville	Town of St. Matthews	Town of Rockville	Consolidated Borough of Quil Ceda Village
Glenns Ferry Joint School District No. 192	City of Wilsonville	City of Winston	Town of Stuckey	Town of Rocky Ridge	Grays Harbor Council of Governments
Gooding Joint School District No. 231	City of Winston	City of Wood Village	Town of Sullivan's Island	Town of Rush Valley	Town of Almira
Grace Joint School District No. 148	City of Wood Village	City of Woodburn	Town of Summerton	Town of Scipio	Town of Beaux Arts Village
Hagerman Joint School District No. 233	City of Woodburn	City of Yachats	Town of Summerville	Town of Scofield	Town of Bucoda
Hansen School District No. 415	City of Yachats	City of Yamhill	Town of Surfbide Beach	Town of Sigurd	Town of Carbonado
Highland Joint School District No. 305	City of Yamhill	City of Yoncalla	Town of Swansea	Town of Springdale	Town of Cathlamet
Homedale School District No. 370	City of Yoncalla	Town of Bonanza	Town of Timmons ville	Town of Stockton	Town of Clyde Hill
Horseshoe Bend School District No. 73	Town of Bonanza	Town of Butte Falls	Town of Trenton	Town of Toquerville	Town of Colton
Idaho Falls School District No. 91	Town of Butte Falls	Town of Canyon City	Town of Turberville	Town of Torrey	Town of Conconully
Independent School District of Boise City	Town of Canyon City	Town of Lakeview	Town of Ulmer	Town of Trenton	Town of Concrete
Jefferson County School District No. 251	Town of Lakeview	Town of Lexington	Town of Varnville	Town of Tropic	Town of Coulee City
Jerome Joint School District No. 261	Town of Lexington		Town of Wagener	Town of Uintah	Town of Coulee Dam
Joint School District No. 2				Town of Vernon	Town of Coupeville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
	Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
	Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
	Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Walkersburg	Town of Eatonville
	Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Ullinath Basin Association of Governments	Town of Elmer City
	Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott
	Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
	Lakeland School District No. 272	Eastern Oregon University	Town of Winnsboro	Davis Applied Technology College	Town of Farmington
	Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
	Lewiston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
	Mackay School District No. 182	Linn-Benton Community College	Aiken Technical College	Mountainland Applied Technology College	Town of Hamilton
	Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	Town of Harrah
	Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
	Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow College	Town of Hunts Point
	McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
	Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tooele Applied Technology College	Town of Ione
	Melba School District No. 136	Oregon State University	Denmark Technical College	Ullinath Basin Applied Technology College	Town of La Conner
	Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
	Midvale School District No. 433	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
	Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	Town of Latah
	Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
	Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
	Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
	Mullan School District 392	Southern Oregon University	Midlands Technical College	Education (K-12)	Town of Mansfield
	Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
	Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metaline
	Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
	New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	Cache County School District	Town of Naches
	Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelem
	North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
	Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
	Oneida County School District No. 351	Education (K-12)	Technical College of the Lowcountry	Daggett School District	Town of Odessa
	Oronino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
	Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
	Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Emery County School District	Town of Reardan
	Plummer-Worley Joint School District No. 44	Amity School District 41	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
	Pocatello-Chubbuck School District No. 25	Ames School District 29	University of South Carolina, Aiken	Garfield County School District	Town of Rockford
	Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
	Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
	Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
	Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
	Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Juab School District	Town of South Prairie
	Rockland School District No. 382	Athena-Weston School District No. 29R1	Abbeville County School District	Kane County School District	Town of Spangle
	Salmon River Joint School District No. 243	Baker School District No. 51	Aiken County Public Schools	Logan City School District	Town of Springdale
	Salmon School District No. 291	Bandon School District	Allendale County School District	Millard County School District	Town of St. John
	Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Morgan School District	Town of Steilacoom
	Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twisp
	Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
	Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washkuta
	South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
	St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverly
	Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
	Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
	Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
	Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
	Three Creek Joint School District No. 416	Centennial School District No. 28J	Berkeley County School District	Provo City School District	Town of Woodway
	Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
	Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Rich School District	Town of Yarrow Point
	Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
	Vallivue School District No. 139	Central School District No. 13J	Cherokee County School District	Salt Lake City School District	Bates Technical College
	Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
	Wallace School District No. 393	Clatskanie School District No. 61	Chesterfield County School District	Sevier School District	Bellingham Technical College
	Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
	Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
	West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
	West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
	West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
	Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clover Park Technical College
	Wilder School District No. 133	Corvallis School District No. 509J	Delta R-V School District	Ullinath School District	Columbia Basin Community College
Special District	Ada County Emergency Medical Services District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community Colleges of Spokane
	Ada County Highway District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
	Adams County Recreation District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
	Ahsahka Water and Sewer District	Crow-Applegate-Lorane School District No. 66	Dillon County School District No. 4	Weber School District	Everett Community College
	Albion Highway District	Culver School District No. 4	Diocese Of Charleston Schools	Special District	Evergreen State College
	Alpine Meadows Water and Sewer District	Dallas School District No. 2	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
	American Falls Free Library District	David Douglas School District No. 40	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
	American Falls Housing Authority	Dayton School District No. 8	Edgefield County Schools	Ballard Water and Sewer Improvement District	Hillhine Community College
	Atlanta Highway District	Dayville School District No. 16J	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
	Avery Water and Sewer District	Douglas County School District No. 1	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
	Avondale Irrigation District	Douglas County School District No. 4	Florence County School District No. 2	Benchmark Water District	Northwest Indian College
	Bayview Water and Sewer District	Douglas Education Service District	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
	Bear Lake County Library District	Dufur School District No. 29	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
	Bench Sewer District	Eagle Point School District No. 9	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
	Benewah County Free Library District	Echo School District No. 5	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
	Big Canyon Fire District	Elgin School District	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
	Blaine County Housing Authority	Elkhorn School District No. 34	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
	Blaine County Recreation District	Enterprise School District No. 21	Greenwood School District No. 50	Carbon County Municipal Building Authority	Skiagi Valley College
	Bliss Fire District	Estacada School District No. 108	Hampton County School District No. 2	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
	Boise Basin Library District	Eugene School District No. 4J	Hampton School District No. 1	Carbon Water Conservancy District	Tacoma Community College
	Boise City/Ada County Housing Authority	Falls City School District	Horry County Schools	Castle Valley Special Service District	University of Washington
	Boise-Kung Irrigation District	Fern Ridge School District No. 28J	Jasper County School District	Cedar City Housing Authority	Walla Walla Community College
	Bonneville County Fire District No. 1	Forest Grove School District	John de la Howe School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
	Bruneau Valley District Library	Fossil School District 21J	Kershaw County School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
				Central Davis County Sewer District	Washington State Student Achievement Council

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Bruneau Water and Sewer District	Gaston School District 511.J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
	Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
	Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
	Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
	Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
	Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
	Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
	Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
	Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
	Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
	Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
	Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
	Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
	Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
	Clearwater Highway District	Hermiston School District	Okonee County School District	Emigration Improvement District	Battle Ground School District No. 119
	Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Bellevue Christian School District
	Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
	Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistford School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Juab Special Service Fire District	Bridgeport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Johnson Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Millford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Lin-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. J250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Granite Reeder Water and Sewer District	Millon-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Modella River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Bolling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Coville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
	Homedale Highway District	Nesucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Dixie School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai-Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Public Services District	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philmath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evalline School District No. 36
	Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 2
	Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District No. 11	Frappier School District	Timpangon Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	Mackay Free Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
McCall Fire Protection District	Redmond School District No. 21	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldsendale School District
McCall Memorial Hospital District	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332
Mica Kidd Island Fire Protection District	Riverdale School District No. 511	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 241	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Santiam Canyon School District No. 1291	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Morland Water and Sewer District	Santiam Christian Schools	Kingslee Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 11	Lady's Island St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 481	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchellum School District No. 70
New Plymouth Fire District	Sherwood School District No. 881	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 41	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Chester-Fingerville Water District	Wellsville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 971	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 4513	Lugoff-Elgin Water Authority	State	Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority	State Of Utah	Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marionboro County Housing Authority	Utah Department of Administrative Services	Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Health	Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority	Utah State Legislature	Kittitas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District	Utah State Treasurer	Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Mitford Water and Sewer District	Tribal	La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority	Confederated Tribes of the Goshute Reservation	La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District	Kanosh Band of the Paiute Indian Tribe of Utah	LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority	Koosharem Band of the Paiute Indian Tribe	Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority	Northwestern Band of Shoshone Nation	Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 231	Newberry Housing Authority	Paiute Indian Tribe of Utah	Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority	Skull Valley Band of Goshute Indians	Lakewood School District No. 306
Pioneer Irrigation District	Ukiah School District No. 80	North Charleston Sewer District	Ute Indian Tribe	Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneue District Library	Vernonia School District No. 471	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No- 406
Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Lynden School District No. 504
Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Mabton School District No. 120
Progressive Irrigation District	Willamina School District No. 301	Powersville Water District		Mansfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lexington Airport District		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District	Special District	Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District	Adair Rural Fire Protection District	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Amity Fire District	Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District	Applegate Valley Fire District No. 9	Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District	Arch Cape Sanitary District	Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District	Arch Cape Water District	South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District	Arnold Irrigation District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District	Aumsville Rural Fire District	South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District	Baker County Library District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District	Baker Rural Fire Protection District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
Shoshone City & Rural Fire District	Bandan Rural Fire Protection District	South Carolina State Housing Finance and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2	Barlow Water Improvement District	South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2	Bay Area Hospital District	South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District	Bend Parks and Recreation District	South Island Public Service District		Mukilteo School District No. 6
South Bingham Soil Conservation District	Beverly Beach Water District	Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District	Black Butte Ranch Rural Fire Protection District	Spartanburg Housing Authority		Napavine School District No. 14
South Custer Fire District	Blue Mountain Hospital District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District	Blue River Water District	St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Latah Highway District	Boardman Fire Protection District	St. John's Fire District		Newport School District No. 56-415
Southside Water and Sewer District	Boardman Rural Fire Protection District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Southwestern Idaho Cooperative Housing Authority	Boring Water District No. 24	Starxex-Jackson-Wellford-Duncan Water District		Nooksack Valley School District No. 506
St. Maries Fire Protection District	Boulder Creek Retreat Special Road District	Sumter Housing Authority		North Beach School District No. 64
Star Joint Fire District	Brownsville Rural Fire District	Talatha Rural Community Water District		North Franklin School District No. 51
Star Sewer and Water District	Buell-Red Prairie Water District	Taylor's Fire and Sewer District		North Kitsap School District No. 400
Sun Valley Water and Sewer District	Bunker Hill Sanitary District	Three Rivers Solid Waste Authority		North Mason School District
Sunset Heights Water District	Burlington Water District	Tigerville Fire District		North Thurston Public Schools
Targhee Regional Public Transit Authority	Camellia Park Sanitary District	Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transportation Authority	Cannon Beach Rural Fire Protection District	Union Housing Authority		Northshore School District No. 417
Teton County Fire Protection District	Central Lincoln People's Utility District	Valley Public Service Authority		Oak Harbor School District No. 201
Three Creek Highway District	Central Oregon Irrigation District	Waccamaw Regional Transportation Authority		Oakdale School District No. 324
Three Mile Water District	Central Oregon Park and Recreation District	Wedgefield Stateburg Water District		Oakville School District No. 400
Timberlake Fire Protection District	Central Oregon Regional Housing Authority	West Anderson Water District		Ocean Beach School District No. 101
Twin Falls Highway District	Charleston Fire District	Westview-Fairforest Fire District		Ocosta School District No. 172
Twin Falls Housing Authority	Charleston Sanitary District	Whitney Fire Protection District		Odessa School District No. 105
Twin Falls Rural Fire Protection District	Chehallem Park and Recreation District	Williamsburg County Transit Authority		Okanagan School District No. 105
Twin Ridge Rural Fire District	Chenoweth Water Public Utility District	Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Union Independent Highway District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff Housing Authority		Olympic Educational Service District
Upper Fords Creek Rural Fire District	Christmas Valley Domestic Water Supply District	Woodruff-Roebeck Water District		Omak School District No. 19
Warm Lake Recreational Water District	Christmas Valley Park and Recreation District	York County Natural Gas Authority		Onalaska School District No. 300
Wendell Highway District	Clackamas County Fire District No. 1			Onion Creek School District No. 30
West Boise Sewer District	Clackamas County Housing Authority			Orcas Island School District No. 137
West Bonner Library District	Clackamas County Soil and Water Conservation District			Orchard Prairie School District No. 123
West Bonner Water and Sewer District	Clatskanie Park and Recreation District			Orient School District No. 65
		State		
		Santee-Lynchess Regional Council of Governments		
		South Carolina Department of Health and Environmental Control		
		South Carolina Department of Mental Health		

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oroville School District No. 410
	Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orting School District No. 344
	Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
	Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
	Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
	Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration		Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare		Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho		Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe		Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho		Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises		Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe		Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes		Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quillcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemapple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Glenneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Sumner School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasket School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toutle Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District Juniper Flat Rural Fire Protection District Keating Soil and Water Conservation District Ketzer Rural Fire Protection District Keno Fire Protection District Kernville-Glenden Beach-Lincoln Beach Water District Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Metro McMinnville Water & Light Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskokwin Regional Sanitary Authority Neskokwin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coos-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoo West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District			Washougal School District Washtucna School District Waterville School District No. 209 Wellpinit School District Wenatchee School District No. 246 West Valley School District No. 208, Yakima County West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205
					Special District
					Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnhope Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No- 1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Ellensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Siwamaw Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Fire District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			Freeland Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatin Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevent Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Walla Walla County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Slope Water District			Grays Harbor Transportation Authority
		West Valley Housing Authority			Greater Wenatchee Irrigation District
		Western Lane Ambulance District			Greater Wenatchee Regional Events Center Public Facilities District
		Westport Wauna Rural Fire Protection District			Green Tank Irrigation District No. 11
		Westwood Hills Road District			Hartstene Pointe Water-Sewer District
		Wiard Memorial Park District			Highland Water District
		Wickiup Water District			Highlands Sewer District
		Willamalane Park and Recreation District			Highline Water District
		Williams Rural Fire Protection District			Historic Seattle Preservation and Development Authority
		Willow Creek Park District			Holmes Harbor Sewer District
		Winchester Bay Sanitary District			Hunters Water District
		Winston-Dillard Fire District			Hydro Irrigation District No. 9
		Winston-Dillard Water District			Idcle Irrigation District
		Woodburn Rural Fire Protection District			Inchelium Water District
		Yamhill County Housing Authority			Irvin Water District No. 6
		Yamhill Fire Protection District			Island County Fire District No. 3
		Youngs River-Lewis and Clark Water District			Island County Fire Protection District No. 1
		State			Island County Housing Authority
		Oregon Department of Administrative Services			Jefferson County Conservation District
		Oregon Department of Revenue			Jefferson County Fire District No. 5
		Oregon Health Licensing Agency			Jefferson County Fire Protection District No. 1
		Oregon Higher Education Coordinating Commission			Jefferson County Fire Protection District No. 3
		Oregon Secretary of State			Jefferson County Public Utility District No. 1
		Oregon State Board of Nursing			Jefferson County Water District No. 3
		State of Oregon			Jefferson Transit Authority
		Tribal			Juniper Beach Water District
		Burns Paiute Tribe			Kapowsin Water District
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Kelso Housing Authority
		Confederated Tribes of Grand Ronde Community			Kennewick Housing Authority
		Confederated Tribes of Siletz Indians			Kennewick Irrigation District
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Public Facilities District
		Confederated Tribes of the Warm Springs			Kennewick Public Hospital District
		Coquille Indian Tribe			Kent Fire Department Regional Fire Authority
		Klamath Tribes			Key Peninsula Metro Parks District
					King County Airport District No. 1
					King County Ferry District
					King County Fire Protection District No. 16
					King County Fire Protection District No. 2
					King County Fire Protection District No. 20
					King County Fire Protection District No. 25
					King County Fire Protection District No. 27
					King County Fire Protection District No. 28
					King County Fire Protection District No. 34
					King County Fire Protection District No. 37
					King County Fire Protection District No. 40
					King County Fire Protection District No. 43
					King County Fire Protection District No. 44
					King County Fire Protection District No. 45
					King County Fire Protection District No. 47
					King County Fire Protection District No. 50
					King County Flood Control District
					King County Hospital District No. 4
					King County Housing Authority
					King County Public Hospital District No. 1
					King County Public Hospital District No. 2
					King County Water District No. 1
					King County Water District No. 111
					King County Water District No. 117
					King County Water District No. 119
					King County Water District No. 125
					King County Water District No. 19
					King County Water District No. 20
					King County Water District No. 45
					King County Water District No. 49
					King County Water District No. 54
					King County Water District No. 90
					Kitsap Conservation District
					Kitsap County Consolidated Housing Authority
					Kitsap County Fire District No. 18
					Kitsap County Public Utility District No. 1
					Kitsap County Rural Library District
					Kitsap Public Health District
					Kittitas County Conservation District
					Kittitas County Fire District No. 2
					Kittitas County Fire Protection District No. 7
					Kittitas County Hospital District No. 2
					Kittitas County Housing Authority
					Kittitas County Public Utility District No. 1
					Kittitas County Water District No. 5
					Kittitas County Water District No. 6
					Kittitas County Water District No. 7
					Klickitat County Fire District No. 14
					Klickitat County Fire District No. 15
					Klickitat County Fire District No.1
					Klickitat County Fire Protection District No. 4
					Klickitat County Fire Protection District No. 5
					Klickitat County Port District No. 1
					Klickitat County Public Hospital District No. 1
					Klickitat County Public Hospital District No. 2
					Klickitat County Public Utility District No. 1
					Lacey Fire District 3
					Lake Chelan Reclamation District
					Lake Chelan Sewer District
					Lake Forest Park Water District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District Lewis County Conservation District Lewis County Fire District No. 1 Lewis County Fire District No. 11 Lewis County Fire District No. 13 Lewis County Fire District No. 18 Lewis County Fire District No. 9 Lewis County Fire Protection District No. 14 Lewis County Fire Protection District No. 16 Lewis County Fire Protection District No. 2 Lewis County Fire Protection District No. 5 Lewis County Fire Protection District No. 6 Lewis County Fire Protection District No. 8 Lewis County Hospital District No. 1 Lewis County Public Facilities District Lewis County Public Utility District No. 1 Lewis County Water District No. 1 Lewis County Water District No. 3 Lewis Public Transportation Benefit Area Authority Liberty Lake Sewer and Water District Lincoln County Fire District No. 1 Lincoln County Fire District No. 4 Lincoln County Fire Protection District No. 5 Lincoln County Fire Protection District No. 6 Lincoln County Fire Protection District No. 8 Lincoln County Hospital District No. 3 Lincoln-Adams County Fire Protection District No. 3 Longview Housing Authority Lopez Island Library District Lower Elwha Housing Authority Lower Squilchuck Irrigation District Lummi Housing Authority Lummi Tribal Sewer and Water District Makah Housing Authority Malaga Water District Manchester Water District Manson Park and Recreation District Marshland Flood Control District Marysville Fire District Mason Conservation District Mason County Fire District No. 13 Mason County Fire District No. 17 Mason County Fire District No. 2 Mason County Fire District No. 4 Mason County Fire Protection District No. 5 Mason County Fire Protection District No. 8 Mason County Housing Authority Mason County Public Hospital District No. 1 Mason County Public Utility District No. 1 Mason County Public Utility District No. 3 Mason County Transit Authority Methow Valley Irrigation District Mid-Columbia Library District Midway Sewer District Moab Irrigation District No. 20 Moses Lake Irrigation and Rehabilitation District Mukilteo Water and Wastewater District Naches-Selah Irrigation District North Beach Water District North Central Washington Economic Development District North City Water District North County Regional Fire Authority North Highline Fire District North Perry Avenue Water District North Whidbey Park and Recreation District Northeast Sammamish Sewer and Water District Northshore Utility District Northwest Park and Recreation District No. 2 Okanogan Conservation District Okanogan County Cemetery District No. 4 Okanogan County Fire District No. 6 Okanogan County Fire Protection District No. 11 Okanogan County Housing Authority Okanogan County Public Hospital District No. 3 Okanogan County Public Hospital District No. 4 Okanogan County Public Utility District No. 1 Okanogan Fire Protection District No. 16 Okanogan Irrigation District Olympic View Water and Sewer District Olympus Terrace Sewer District Orcas Island Library District Orchard Avenue Irrigation District No. 6 Oroville Housing Authority Oroville-Tonasket Irrigation District Othello Housing Authority Pacific Conservation District Pacific County Fire District No. 2 Pacific County Fire Protection District No. 1 Pacific County Fire Protection District No. 3

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pacific County Public Healthcare Services District No. 3 Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority Palouse Conservation District Pasco/Franklin County Housing Authority Pend Oreille County Fire District No. 2 Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No. 1 Puyallup Tribal Health Authority Quileute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Authority Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7 Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodmille Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinalt Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Acomack-Northampton Transportation District	Acomack County Public Schools	Acomack County	Blue Ridge Community College	State of Virginia	
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	Virginia Department of Health
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	Virginia Department of Health Professions
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alexandria County Public Schools	Alleghany County	College of William and Mary	Virginia Department of Public Works	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amelia County	Dabney S. Lancaster Community College		
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Amherst County	Danville Community College		
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Appomattox County	Arlington County		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Arlington County	Augusta County		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	Bath County		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Bedford County Public Service Authority		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bland County	Botetourt County		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	Brunswick County		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Bland County	Buchanan County		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Buckingham County Board of Supervisors	Buchanan County Public Service Authority		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Campbell County	Buckingham County		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Carroll County	Carroll County Public Service Authority		
City of Hopewell	Brookneal-Campbell County Airport Authority	Brunswick County Public Schools	Carroll County Public Schools	Charles City County		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Charles City County	Charlottesville County		
City of Lynchburg	Buchanan County Industrial Development Authority	Botetourt County Public Schools	Charlottesville County	Chesterfield County		
City of Manassas	Buena Vista Public Service Authority	Bristol Virginia Public Schools	Charlottesville County	Clarke County		
City of Manassas Park	Campbell County Utilities and Service Authority	Brunswick County Public Schools	Clarke County	Craig County		
City of Martinsville	Carroll County Industrial Development Authority	Buchanan County Schools	Chesterfield County Public Schools	Culpeper County		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Buckingham County Public Schools	Clarke County School District	Cumberland County		
City of Norfolk	Castwood Water and Sewage Authority	Buena Vista City Public Schools	Colonial Beach Schools	Dickenson County		
City of Norton	Central Shenandoah Planning District Commission	Campbell County Public Schools	Colonial Heights Public Schools	Dinwiddie County		
City of Petersburg	Central Virginia Regional Jail Authority	Caroline County Public Schools	Copper River School District	Essex County		
City of Poquoson	Central Virginia Waste Management Authority	Carroll County Public Schools	Covington City Public Schools	Fairfax County		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Charles City County School District	Craig County Public Schools	Fauquier County		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Culpeper County Public Schools	Fluvanna County		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Cumberland County Public Schools	Giles County		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Danville Public Schools	Gloucester County		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Dickenson County Public Schools	Goochland County		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Dinwiddie County Public Schools	Grayson County		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fairfax County Public Schools	Greene County		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumbarland County Public Schools	Fairfax County Public Schools	Greensville County		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Falls Church City Public Schools	Halifax County		
City of Williamsburg	Culpeper Soil and Water Conservation District	Danville Public Schools	Fauquier County Public Schools	Hanover County		
City of Winchester	Cumberland Plateau Planning District Commission	Dickenson County Public Schools	Floyd County Public Schools	Henrico County		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Dinwiddie County Public Schools	Fluvanna County Public Schools	Henry County		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Dinwiddie Airport and Industrial Authority	Franklin City Schools	Henry County Public Service Authority		
Town of Altavista	Danville Redevelopment and Housing Authority	Dinwiddie County Water Authority	Franklin County Public Schools	Highland County		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	District Three Governmental Cooperative	Frederick County Public Schools	Isle of Wight County		
Town of Appalachia	Dickenson County Industrial Development Authority	Dryden Water Authority	Fredericksburg City Public Schools	James City County		
Town of Appomattox	Dickenson County Public Service Authority	Eastern Shore of Virginia Broadband Authority	Galax City Public Schools	King and Queen County		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Essex County Industrial Development Authority	Giles County Public Schools	King George County		
Town of Bedford	Dinwiddie County Water Authority	Fairfax County Economic Development Authority	Gloucester County Public Schools	King George County Service Authority		
Town of Berryville	District Three Governmental Cooperative	Fairfax County Park Authority	Goochland County Public Schools	Lancaster County		
Town of Big Stone Gap	Dryden Water Authority	Fairfax County Redevelopment and Housing Authority	Grayson County Public Schools	Lee County		
Town of Blacksburg	Coeburn-Norton-Wise Regional Wastewater Authority	Fairfax County Water Authority	Greene County Schools	Loudoun County		
Town of Bluefield	Essex County Industrial Development Authority	Fauquier County Water and Sanitation Authority	Greensville County Public Schools	Louisia County		
Town of Boones Mill	Fairfax County Economic Development Authority	Floyd County Economic Development Authority	Halifax County Public Schools	Mathews County		
Town of Bowling Green	Fairfax County Park Authority	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Mecklenburg County		
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Middlesex County		
Town of Boydton	Fairfax County Water Authority	Frederick County Sanitation Authority	Henrico County Public Schools	Montgomery County		
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Fredericksburg Stafford Park Authority	Henry County Public Schools	Nelson County		
Town of Broadway	Floyd County Economic Development Authority	Frederick-Winchester Service Authority	Highland County Public Schools	New Kent County		
Town of Brodnax	Floyd-Floyd County Public Service Authority	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Northampton County		
Town of Brookneal	Franklin Redevelopment and Housing Authority	Ft. Monroe Authority	Imagine Schools	Northumberland County		
Town of Buchanan	Frederick County Sanitation Authority	Giles County Public Service Authority	Isle of Wight County Schools	Nottoway County		
Town of Burkeville	Fredericksburg Stafford Park Authority	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Orange County		
Town of Cape Charles	Frederick-Winchester Service Authority	Halifax County Industrial Development Authority	King George County Public Schools	Page County		
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Halifax County Service Authority	King William County Public Schools	Patterson County		
Town of Charlotte Court House	Ft. Monroe Authority	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	Pittsylvania County		
Town of Chase City	Giles County Public Service Authority	Hampton Roads Planning District Commission	Lee County Public Schools	Powhatan County		
Town of Chatham	Greensville County Water and Sewer Authority	Hampton Roads Regional Jail Authority	Lexington City Schools	Prince Edward County		
Town of Cheriton	Halifax County Industrial Development Authority	Hampton Roads Sanitation District	Loudoun County Public Schools	Prince George County		
Town of Chilhowie	Halifax County Service Authority	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Prince William County		
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Prince William County Service Authority		
Town of Christiansburg	Hampton Roads Planning District Commission	Headwaters Soil and Water Conservation District	Madison County Public Schools	Pulaski County		
Town of Claremont	Hampton Roads Regional Jail Authority	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Rappahannock County		
Town of Clarksville	Hampton Roads Sanitation District	James River Water Authority	Manassas Park City Schools	Richmond County		
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	John Flannagan Water Authority	Martinsville Public Schools	Roanoke County		
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Joint Public Service Authority	Mathews County School District	Rockbridge County		
Town of Clinchco	Headwaters Soil and Water Conservation District	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Rockbridge County Public Service Authority		
Town of Coeburn	Hopewell Redevelopment and Housing Authority	Lee County Public Service Authority	Manassas City Public Schools	Rockingham County		
Town of Colonial Beach	James River Water Authority	LENOWISCO Planning District Commission	Manassas Park City Schools	Russell County		
Town of Columbia	John Flannagan Water Authority	Lord Fairfax Soil and Water Conservation District	Martinsville Public Schools			
Town of Courtland	Joint Public Service Authority	Loudoun County Sanitation Authority	Mathews County School District			
Town of Craigs	Lee County Industrial Development Authority	Louisa County Water Authority	Newport News Public Schools			
Town of Crewe	Lee County Public Service Authority	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools			
Town of Culpeper	LENOWISCO Planning District Commission	Marion Redevelopment and Housing Authority	Northampton County School District			
Town of Damascus	Lord Fairfax Soil and Water Conservation District	Maury Service Authority	Northumberland County Public Schools			
Town of Dayton	Loudoun County Sanitation Authority	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools			
Town of Dendron	Louisa County Water Authority	Meherrin River Regional Jail Authority	Nottoway County Public Schools			
Town of Dilwyn	Lynchburg Redevelopment and Housing Authority	Middle Peninsula Regional Airport Authority	Orange County Public Schools			
Town of Drakes Branch	Marion Redevelopment and Housing Authority					
Town of Dublin	Maury Service Authority					
Town of Dumfries	Mecklenburg-Brunswick Regional Airport Authority					
Town of Dungeness	Meherrin River Regional Jail Authority					
	Middle Peninsula Regional Airport Authority					

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Glade Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grotoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Troutville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Nicholas County Solid Waste Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Maurertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia/Carolina Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education**State****Townships**

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____

ADDENDUM ONE (1)
to that certain
Sourcewell RFP #032119
Issued by
Sourcewell SM (Formerly NJPA)
for the procurement of



**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,
ATTACHMENTS, AND SUPPLIES**

Consider the following to be part of the above-titled RFP: Appendices B, C and D.

Appendices B, C and D, referenced as items 13, 14 and 15 respectively in the RFP Table of Contents, were erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendices B, C and D** are attached to this Addendum, and have now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #032119 emailed on February 21, 2019.

COMPANY NAME: _____
SIGNATURE: _____
DATE: _____

Please include this signed Addendum with your RFP response.



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Beneviah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
Windward Community College	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
State	Elmore County	Klamath County	Dorchester County	San Juan County	Kittitas County
Hawaii Department of Accounting and General Services	Franklin County	Lake County	Edgefield County	Sanpete County	Klickitat County
Hawaii Department of Finance and Administration	Fremont County	Lane Council of Governments	Fairfield County	Sevier County	Lewis County
Hawaii Department of Health	Gem County	Lane County	Florence County	Summit County	Lincoln County
Hawaii Employer-Union Health Benefits Trust Fund	Gooding County	Lincoln County	Georgetown County	Tooele County	Mason County
Hawaii Health Systems Corporation	Idaho County	Linn County	Greenville County	Uintah County	Okanogan County
State Of Hawaii	Jefferson County	Malheur County	Greenwood County	Utah County	Pacific County
	Jerome County	Marion County	Hampton County	Wasatch County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Washington County	Pierce County
	Latah County	Morrow County	Jasper County	Wayne County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Weber County	Skagit County
	Lewis County	Polk County	Lancaster County	Municipality	Skamania County
	Lincoln County	Sherman County	Laurens County	Centerfield City	Snohomish County
	Madison County	Tillamook County	Lee County	City of Alpine City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of American Fork	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of Aurora	Thurston County
	Oneida County	Wallowa County	Marion County	City of Ballard	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Beaver	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Blanding	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Bluffdale	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bountiful	Whitman County
	Teton County	Municipality	Orangeburg County	City of Brigham	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Castle Dale	Yakima County Public Services
	Valley County	City of Albany	Richland County	City of Cedar City	Yakima Valley Conference of Governments
	Washington County	City of Amity	Saluda County	City of Cedar Hills	Municipality
	Municipality	City of Arlington	Spartanburg County	City of Centerville	City of Aberdeen
	City of Aberdeen	City of Ashland	Sumter County	City of Clearfield	City of Airway Heights
	City of Albion	City of Astoria	Union County	City of Clinton	City of Algona
	City of American Falls	City of Athena	Williamsburg County	City of Coalville	City of Anacortes
	City of Ammon	City of Aumsville	York County	City of Colorado City	City of Arlington
	City of Arco	City of Aurora	Municipality	City of Corinne City	City of Asotin
	City of Arimo	City of Baker City	City of Abbeville	City of Cottonwood Heights	City of Auburn
	City of Ashton	City of Bandon	City of Aiken	City of Delta	City of Bainbridge Island
	City of Athol	City of Banks	City of Anderson	City of Draper	City of Battle Ground
	City of Atomic City	City of Bay City	City of Barnwell	City of Duchesne	City of Bellevue
	City of Bancroft	City of Beaverton	City of Beaufort	City of East Carbon	City of Bellingham
	City of Bellevue	City of Bend	City of Belton	City of Elk Ridge	City of Benton City
	City of Blackfoot	City of Boardman	City of Bennettsville	City of Elmo	City of Blingen
	City of Bliss	City of Brookings	City of Bishopville	City of Enoch	City of Black Diamond
	City of Bloomington	City of Brownsville	City of Camden	City of Enterprise	City of Blaine
	City of Boise	City of Burns	City of Cayce	City of Ephraim	City of Bonney Lake
	City of Bonners Ferry	City of Canby	City of Charleston	City of Escalante	City of Bothell
	City of Boswell	City of Cannon Beach	City of Chester	City of Eureka	City of Bremerton
	City of Buhl	City of Canyonville	City of Clemson	City of Fairview	City of Brewster
	City of Burley	City of Carlton	City of Clinton	City of Farmington	City of Bridgeport
	City of Caldwell	City of Cascade Locks	City of Columbia	City of Farr West	City of Brier
	City of Cambridge	City of Cave Junction	City of Conway	City of Ferron	City of Buckley
	City of Carey	City of Central Point	City of Darlington	City of Fillmore	City of Burien
	City of Cascade	City of Chiloquin	City of Denmark	City of Fountain Green	City of Burlington
	City of Castleford	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Camas
	City of Challis	City of Clatskanie	City of Easley	City of Garland	City of Carnation
	City of Chubbuck	City of Clatskanie	City of Florence	City of Grantsville	City of Cashmere
	City of Clayton	City of Clifton	City of Folly Beach	City of Green River	City of Castle Rock
	City of Clifton	City of Coeur d'Alene	City of Forest Acres	City of Gunnison	City of Centralia
	City of Coeur d'Alene	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chehalis
	City of Council	City of Cornelius	City of Gaffney	City of Heber City	City of Chelan
	City of Craigmont	City of Corvallis	City of Georgetown	City of Helper City	City of Cheney
	City of Crouch				City of Chewelah

Hawaii

Idaho

Oregon

South Carolina

Utah

Washington

City of Culasac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
City of Deary	City of Culver	City of Groer	City of Holladay	City of Colfax
City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
City of Eagle	City of Donald	City of Lake City	City of Irwin	City of Dayton
City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
City of Fernan Lake Village	City of Eagle Point	City of Lorin	City of Layton	City of East Wenatchee
City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
City of Franklin	City of Enterprise	City of Mauldin	City of London	City of Electric City
City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
City of Garden City	City of Eugene	City of Myrtle Beach	City of Mantoloking	City of Elma
City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
City of Hollister	City of Greenhorn	City of Wailuku	City of Mylton	City of Grandview
City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lucy
City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
City of Murtatough	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
City of New Meadows	City of Lonerock	City of Donalds	City of Smithfield City	City of Mesa
City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
City of Parker	City of Maupin	Town of Elgin	City of Springfield	City of Mossyrock
City of Parma	City of McMinnville	Town of Ellorree	City of St. George	City of Mountlake Terrace
City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
City of Pocatello	City of Milwaukie	Town of Gaston	City of Toiyabeville	City of Newport
City of Ponderay	City of Modala	Town of Gifford	City of Tremonton	City of Nooksack
City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Rigginis	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello
	City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
	City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
	City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
	City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
	City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
	City of Shoshone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
	City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
	City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalgia	City of Port Townsend
	City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabella	City of Poulsbo
	City of St. Anthony	City of Pendleton	Town of Jenkinsville	Town of Antimony	City of Prosser
	City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
	City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
	City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
	City of Stites	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
	City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
	City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
	City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
	City of Tetonla	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Republic
	City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
	City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
	City of Ucon	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Ritzyville
	City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
	City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
	City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
	City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
	City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
	City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
	City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
	City of Wilder	City of Sandy	Town of McCol	Town of Daniel	City of Sedro-Woollay
	City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
	Higher Education	City of Scio	Town of Meggett	Town of Eagle Mountain	City of Sequim
	Boise State University	City of Scotts Mills	Town of Moncks Corner	Town of Elmo	City of Shelton
	College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
	College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
	Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
	Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
	Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
	Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
	North Idaho College	City of Silvertown	Town of North	Town of Glendale	City of Spokane Valley
	University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
	Education (K-12)	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
	Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
	Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
	Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
	Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sumner
	Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
	Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Tacoma
	Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinsckley	City of Takoa
	Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
	Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Tieton
	Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Toledo
	Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
	Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
	Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarraville	City of Tukwila
	Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Tumwater
	Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of Union Gap
	Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koossharem	City of University Place
	Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vader
	Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
	Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Walla Walla
	Castleford Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Wapato
	Challis Joint School District No. 181	City of Umatilla	Town of Salley	Town of Mantua	City of Warden
	Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysville	City of Washougal
	Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Wenatchee
	Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of West Richland
	Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of Westport
	Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of White Salmon
	Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of Winlock
	Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Woodinville
	Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodland
	Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	City of Yakima/Yakima County
	Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Portage Utah	City of Yelm
	Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Randolph	City of Zillah
	Garden Valley School District	City of Weston	Town of St. George	Town of Redmond	Consolidated Borough of Quil Ceda Village
	Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Grays Harbor Council of Governments
	Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rocky Ridge	Town of Almira
	Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Rush Valley	Town of Beaux Arts Village
	Grace Joint School District No. 148	City of Winston	Town of Summerton	Town of Scipio	Town of Bucoda
	Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Scofield	Town of Carbonado
	Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Sigurd	Town of Cathlamet
	Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Springdale	Town of Clyde Hill
	Homedale School District No. 370	City of Yarnhill	Town of Swansea	Town of Stockton	Town of Colton
	Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmonsville	Town of Toquerville	Town of Conconully
	Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Torrey	Town of Concrete
	Independent School District of Boise City	Town of Butte Falls	Town of Turberville	Town of Trenton	Town of Coulee City
	Jefferson County School District No. 251	Town of Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee Dam
	Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Uintah	Town of Coupeville
	Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
	Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
	Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
	Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Walkersburg	Town of Eatonville
	Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Ullinath Basin Association of Governments	Town of Elmer City
	Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott
	Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
	Lakeland School District No. 272	Eastern Oregon University	Town of Winnsboro	Davis Applied Technology College	Town of Farmington
	Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
	Lewisston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
	Mackay School District No. 182	Linn-Benton Community College	Aiken Technical College	Mountainland Applied Technology College	Town of Hamilton
	Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	Town of Harrah
	Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
	Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow College	Town of Hunts Point
	McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
	Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tooele Applied Technology College	Town of Ione
	Melba School District No. 136	Oregon State University	Denmark Technical College	Ullinath Basin Applied Technology College	Town of La Conner
	Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
	Midvale School District No. 433	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
	Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	Town of Latah
	Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
	Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
	Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
	Mullan School District 392	Southern Oregon University	Midlands Technical College	Education (K-12)	Town of Mansfield
	Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
	Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metaline
	Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
	New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	CACHE County School District	Town of Naches
	Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelem
	North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
	Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
	Oneida County School District No. 351	Education (K-12)	Technical College of the Lowcountry	Daggett School District	Town of Odessa
	Orofino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
	Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
	Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Emery County School District	Town of Reardan
	Plummer-Worley Joint School District No. 44	Amity School District 41	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
	Pocatello-Chubbuck School District No. 25	Ames School District 29	University of South Carolina, Aiken	Garfield County School District	Town of Rockford
	Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
	Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
	Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
	Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
	Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Juab School District	Town of South Prairie
	Rockland School District No. 382	Athena-Weston School District No. 29R1	Abbeville County School District	Kane County School District	Town of Spangle
	Salmon River Joint School District No. 243	Baker School District No. 51	Aiken County Public Schools	Logan City School District	Town of Springdale
	Salmon School District No. 291	Bandon School District	Allendale County School District	Millard County School District	Town of St. John
	Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Morgan School District	Town of Steilacoom
	Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twisp
	Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
	Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washkuta
	South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
	St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverly
	Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
	Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
	Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
	Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
	Three Creek Joint School District No. 416	Centennial School District No. 28J	Berkeley County School District	Provo City School District	Town of Woodway
	Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
	Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Rich School District	Town of Yarrow Point
	Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
	Vallivue School District No. 139	Central School District No. 13J	Cherokee County School District	Salt Lake City School District	Bates Technical College
	Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
	Wallace School District No. 393	Clatskanie School District No. 61	Chesterfield County School District	Sevier School District	Bellingham Technical College
	Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
	Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
	West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
	West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
	West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
	Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clover Park Technical College
	Wilder School District No. 133	Corvallis School District No. 509J	Delta R-V School District	Ullinath School District	Columbia Basin Community College
Special District	Special District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community College of Spokane
	Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
	Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
	Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Dillon County School District No. 4	Weber School District	Everett Community College
	Ahsahka Water and Sewer District	Culver School District No. 4	Diocese Of Charleston Schools	Special District	Evergreen State College
	Albion Highway District	Dallas School District No. 2	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
	Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
	American Falls Free Library District	Dayton School District No. 8	Edgefield County Schools	Ballard Water and Sewer Improvement District	Highline Community College
	American Falls Housing Authority	Dayville School District No. 16J	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
	Atlanta Highway District	Douglas County School District No. 1	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
	Avery Water and Sewer District	Douglas County School District No. 2	Florence County School District No. 2	Benchmark Water District	Northwest Indian College
	Avondale Irrigation District	Douglas County School District No. 4	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
	Bayview Water and Sewer District	Douglas Education Service District	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
	Bear Lake County Library District	Dufur School District No. 29	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
	Bench Sewer District	Eagle Point School District No. 9	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
	Benewah County Free Library District	Echo School District No. 5	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
	Big Canyon Fire District	Elgin School District	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
	Blaine County Housing Authority	Elkhorn School District No. 34	Greenwood County School District No. 50	Carbon County Municipal Building Authority	Skiagi Valley College
	Blaine County Recreation District	Enterprise School District No. 21	Greenwood School District No. 52	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
	Bliss Fire District	Estacada School District No. 108	Hampton County School District No. 2	Carbon Water Conservancy District	Tacoma Community College
	Boise Basin Library District	Eugene School District No. 4J	Hampton School District No. 1	Castle Valley Special Service District	University of Washington
	Boise City/Ada County Housing Authority	Falls City School District	Horry County Schools	Cedar City Housing Authority	Walla Walla Community College
	Boise-Kung Irrigation District	Fern Ridge School District No. 28J	Jasper County School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
	Bonneville County Fire District No. 1	Forest Grove School District	John de la Howe School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
	Bruneau Valley District Library	Fossil School District 21J	Kershaw County School District	Central Davis County Sewer District	Washington State Student Achievement Council

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	Bruneau Water and Sewer District	Gaston School District 511.J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
	Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
	Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
	Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
	Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
	Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
	Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
	Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
	Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
	Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
	Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
	Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
	Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
	Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
	Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
	Clearwater Highway District	Hermiston School District	Okonee County School District	Emigration Improvement District	Battle Ground School District No. 119
	Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Bellevue Christian School District
	Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
	Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
	Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
	Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
	Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
	Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
	Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistford School District No. 234
	Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
	Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
	Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Juab Special Service Fire District	Bridgeport School District No. 75
	Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
	East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
	East Bonner County Library District	Johnson Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
	East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
	Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
	Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
	Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
	Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
	Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
	Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
	Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Millford Area Healthcare Service District	Central Kitsap School District No. 401
	Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
	Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
	Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
	Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
	Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
	Gateway Fire Protection District	Linn-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
	Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
	Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. J250-185
	Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
	Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
	Gooding County Memorial Hospital District	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
	Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
	Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
	Granite Reeder Water and Sewer District	Millon-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
	Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
	Greater Middleton Parks and Recreation District	Mollalla River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
	Greater Swan Valley Fire Protection District No. 2	Monument School District	Bolling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Coville School District No. 115
	Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
	Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
	Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
	Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
	Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
	Homedale Highway District	Nesucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
	Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
	Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
	Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
	Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
	Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
	Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
	Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
	Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
	Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Dixie School District
	Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
	Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
	Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
	Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
	Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
	Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
	Kootenai-Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
	Kootenai-Shoshone Soil and Water Conservation District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
	Kuna Library District	Paisley School District No. 11	Dorchester County Public Services District	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
	Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
	Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
	Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
	Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
	Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evalline School District No. 36
	Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorso-Bennion Improvement District	Everett School District No. 2
	Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
	Lincoln County Recreation District	Pinehurst School District No. 11	Frappin Public Services District	Timpangon Special Service District	Evergreen School District No. 205
	Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
	Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
	Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
	Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
	M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
	Mackay Free Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
	Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
McCall Fire Protection District	Redmond School District No. 21	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldsendale School District
McCall Memorial Hospital District	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332
Mica Kidd Island Fire Protection District	Riverdale School District No. 511	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 241	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Santiam Canyon School District No. 1291	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Moseland Water and Sewer District	Santiam Christian Schools	Kingslee Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 11	Lady's Island St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 481	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchellum School District No. 70
New Plymouth Fire District	Sherwood School District No. 881	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 41	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Chester-Fingerville Water District	Wellsville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 971	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 4513	Lugoff-Elgin Water Authority	State	Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority	State Of Utah	Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marionboro County Housing Authority	Utah Department of Administrative Services	Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority	Utah Department of Health	Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority	Utah State Legislature	Kititas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District	Utah State Treasurer	Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Mitford Water and Sewer District	Tribal	La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority	Confederated Tribes of the Goshute Reservation	La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District	Kanosh Band of the Paiute Indian Tribe of Utah	LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority	Koosharem Band of the Paiute Indian Tribe	Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority	Northwestern Band of Shoshone Nation	Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority	Northwestern Band of the Shoshone Nation Housing Authority	Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 231	Newberry Housing Authority	Paiute Indian Tribe of Utah	Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority	Skull Valley Band of Goshute Indians	Lakewood School District No. 306
Pioneer Irrigation District	Ukiah School District No. 80	North Charleston Sewer District	Ute Indian Tribe	Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneuf District Library	Vernonia School District No. 471	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No- 406
Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Lynden School District No. 504
Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Mabton School District No. 120
Progressive Irrigation District	Willamina School District No. 301	Powersville Water District		Mansfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lexington Airport District		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District	Special District	Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District	Adair Rural Fire Protection District	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Amity Fire District	Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District	Applegate Valley Fire District No. 9	Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District	Arch Cape Sanitary District	Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District	Arch Cape Water District	South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District	Arnold Irrigation District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District	Aumsville Rural Fire District	South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District	Baker County Library District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District	Baker Rural Fire Protection District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Fiscal Accountability Authority		Mossyrock School District No. 206
Shoshone City & Rural Fire District	Bandon Rural Fire Protection District	South Carolina State Housing Finance and Development Authority		Mt. Adams School District No. 209
Shoshone County Fire Protection District No. 2	Barlow Water Improvement District	South Carolina State Ports Authority		Mt. Baker School District No. 507
Shoshone Highway District No. 2	Bay Area Hospital District	South Greenville Fire District		Mt. Vernon School District No. 320
South Bannock Library District	Bend Parks and Recreation District	South Island Public Service District		Mukilteo School District No. 6
South Bingham Soil Conservation District	Beverly Beach Water District	Southside Rural Community Water District		Naches Valley School District No. 3
South Boundary Fire Protection District	Black Butte Ranch Rural Fire Protection District	Spartanburg Housing Authority		Napavine School District No. 14
South Custer Fire District	Blue Mountain Hospital District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Fork Coeur d'Alene River Sewer District	Blue River Water District	St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Latah Highway District	Boardman Park and Recreation District	St. John's Fire District		Newport School District No. 56-415
Shoshone County Fire Protection District No. 2	Boardman Rural Fire Protection District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Shoshone Highway District No. 2	Boring Water District No. 24	Starxex-Jackson-Wellford-Duncan Water District		Nooksack Valley School District No. 506
South Bannock Library District	Boulder Creek Retreat Special Road District	Sumter Housing Authority		North Beach School District No. 64
South Bingham Soil Conservation District	Brownsville Rural Fire District	Talatha Rural Community Water District		North Franklin School District No. 51
South Boundary Fire Protection District	Buell-Red Prairie Water District	Taylor's Fire and Sewer District		North Kitsap School District No. 400
South Custer Fire District	Bunker Hill Sanitary District	Three Rivers Solid Waste Authority		North Mason School District
South Fork Coeur d'Alene River Sewer District	Burlington Water District	Tigerville Fire District		North Thurston Public Schools
South Latah Highway District	Camellia Park Sanitary District	Tri-County Solid Waste Authority		Northport School District No. 211
Southside Water and Sewer District	Canon Beach Rural Fire Protection District	Union Housing Authority		Northshore School District No. 417
Southwestern Idaho Cooperative Housing Authority	Central Lincoln People's Utility District	Valley Public Service Authority		Oak Harbor School District No. 201
St. Maries Fire Protection District	Central Oregon Irrigation District	Waccamaw Regional Transportation Authority		Oakdale School District No. 324
Star Joint Fire District	Central Oregon Park and Recreation District	Wedgefield Stateburg Water District		Oakville School District No. 400
Star Sewer and Water District	Central Oregon Regional Housing Authority	West Anderson Water District		Ocean Beach School District No. 101
Sun Valley Water and Sewer District	Charleston Fire District	Westview-Fairforest Fire District		Ocosta School District No. 172
Sunset Heights Water District	Charleston Sanitary District	Whitney Fire Protection District		Odessa School District No. 105
Targhee Regional Public Transit Authority	Chehalam Park and Recreation District	Williamsburg County Transit Authority		Okanagan School District No. 105
Targhee Regional Public Transportation Authority	Chenoweth Water Public Utility District	Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Teton County Fire Protection District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff Housing Authority		Olympic Educational Service District
Three Creek Highway District	Christmas Valley Domestic Water Supply District	Woodruff-Roebeck Water District		Omak School District No. 19
Three Mile Water District	Christmas Valley Park and Recreation District	York County Natural Gas Authority		Onalaska School District No. 300
Timberlake Fire Protection District	Clackamas County Fire District No. 1			Onion Creek School District No. 30
Twin Falls Highway District	Clackamas County Housing Authority	State		Orcas Island School District No. 137
Twin Falls Housing Authority	Clackamas County Water and Sewer Conservation District	Santee-Lynchess Regional Council of Governments		Orchard Prairie School District No. 123
Twin Falls Rural Fire Protection District	Clatskanie Park and Recreation District	South Carolina Department of Health and Environmental Control		Orient School District No. 65
Twin Ridge Rural Fire District		South Carolina Department of Mental Health		
Union Independent Highway District				
Upper Fords Creek Rural Fire District				
Warm Lake Recreational Water District				
Wendell Highway District				
West Boise Sewer District				
West Bonner Library District				
West Bonner Water and Sewer District				

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oroville School District No. 410
	Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orting School District No. 344
	Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
	Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
	Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
	Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration		Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare		Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho		Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe		Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho		Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises		Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe		Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes		Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quillcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemapple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Glenneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Sumner School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasket School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toutle Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District Juniper Flat Rural Fire Protection District Keating Soil and Water Conservation District Ketzer Rural Fire Protection District Keno Fire Protection District Kernville-Glenden Beach-Lincoln Beach Water District Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Metro McMinnville Water & Light Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskokwin Regional Sanitary Authority Neskokwin Regional Water District Nestucca Rural Fire Protection District Netarts-Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coos-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoo West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District			Washougal School District Washtucna School District Waterville School District No. 209 Wellpinit School District Wenatchee School District No. 246 West Valley School District No. 208, Yakima County West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205
					Special District
					Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnhope Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No- 1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Ellensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Siwamaw Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Fire District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			Freeland Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatin Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevent Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Walla Walla County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Slope Water District			Grays Harbor Transportation Authority
		West Valley Housing Authority			Greater Wenatchee Irrigation District
		Western Lane Ambulance District			Greater Wenatchee Regional Events Center Public Facilities District
		Westport Wauna Rural Fire Protection District			Green Tank Irrigation District No. 11
		Westwood Hills Road District			Hartstene Pointe Water-Sewer District
		Wiard Memorial Park District			Highland Water District
		Wickiup Water District			Highlands Sewer District
		Willamalane Park and Recreation District			Highline Water District
		Williams Rural Fire Protection District			Historic Seattle Preservation and Development Authority
		Willow Creek Park District			Holmes Harbor Sewer District
		Winchester Bay Sanitary District			Hunters Water District
		Winston-Dillard Fire District			Hydro Irrigation District No. 9
		Winston-Dillard Water District			Idcle Irrigation District
		Woodburn Rural Fire Protection District			Inchelium Water District
		Yamhill County Housing Authority			Irvin Water District No. 6
		Yamhill Fire Protection District			Island County Fire District No. 3
		Youngs River-Lewis and Clark Water District			Island County Fire Protection District No. 1
		State			Island County Housing Authority
		Oregon Department of Administrative Services			Jefferson County Conservation District
		Oregon Department of Revenue			Jefferson County Fire District No. 5
		Oregon Health Licensing Agency			Jefferson County Fire Protection District No. 1
		Oregon Higher Education Coordinating Commission			Jefferson County Fire Protection District No. 3
		Oregon Secretary of State			Jefferson County Public Utility District No. 1
		Oregon State Board of Nursing			Jefferson County Water District No. 3
		State of Oregon			Jefferson Transit Authority
		Tribal			Juniper Beach Water District
		Burns Paiute Tribe			Kapowsin Water District
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Kelso Housing Authority
		Confederated Tribes of Grand Ronde Community			Kennewick Housing Authority
		Confederated Tribes of Siletz Indians			Kennewick Irrigation District
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Public Facilities District
		Confederated Tribes of the Warm Springs			Kennewick Public Hospital District
		Coquille Indian Tribe			Kent Fire Department Regional Fire Authority
		Klamath Tribes			Key Peninsula Metro Parks District
					King County Airport District No. 1
					King County Ferry District
					King County Fire Protection District No. 16
					King County Fire Protection District No. 2
					King County Fire Protection District No. 20
					King County Fire Protection District No. 25
					King County Fire Protection District No. 27
					King County Fire Protection District No. 28
					King County Fire Protection District No. 34
					King County Fire Protection District No. 37
					King County Fire Protection District No. 40
					King County Fire Protection District No. 43
					King County Fire Protection District No. 44
					King County Fire Protection District No. 45
					King County Fire Protection District No. 47
					King County Fire Protection District No. 50
					King County Flood Control District
					King County Hospital District No. 4
					King County Housing Authority
					King County Public Hospital District No. 1
					King County Public Hospital District No. 2
					King County Water District No. 1
					King County Water District No. 111
					King County Water District No. 117
					King County Water District No. 119
					King County Water District No. 125
					King County Water District No. 19
					King County Water District No. 20
					King County Water District No. 45
					King County Water District No. 49
					King County Water District No. 54
					King County Water District No. 90
					Kitsap Conservation District
					Kitsap County Consolidated Housing Authority
					Kitsap County Fire District No. 18
					Kitsap County Public Utility District No. 1
					Kitsap County Rural Library District
					Kitsap Public Health District
					Kittitas County Conservation District
					Kittitas County Fire District No. 2
					Kittitas County Fire Protection District No. 7
					Kittitas County Hospital District No. 2
					Kittitas County Housing Authority
					Kittitas County Public Utility District No. 1
					Kittitas County Water District No. 5
					Kittitas County Water District No. 6
					Kittitas County Water District No. 7
					Klickitat County Fire District No. 14
					Klickitat County Fire District No. 15
					Klickitat County Fire District No.1
					Klickitat County Fire Protection District No. 4
					Klickitat County Fire Protection District No. 5
					Klickitat County Port District No. 1
					Klickitat County Public Hospital District No. 1
					Klickitat County Public Hospital District No. 2
					Klickitat County Public Utility District No. 1
					Lacey Fire District 3
					Lake Chelan Reclamation District
					Lake Chelan Sewer District
					Lake Forest Park Water District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District Lewis County Conservation District Lewis County Fire District No. 1 Lewis County Fire District No. 11 Lewis County Fire District No. 13 Lewis County Fire District No. 18 Lewis County Fire District No. 9 Lewis County Fire Protection District No. 14 Lewis County Fire Protection District No. 16 Lewis County Fire Protection District No. 2 Lewis County Fire Protection District No. 5 Lewis County Fire Protection District No. 6 Lewis County Fire Protection District No. 8 Lewis County Hospital District No. 1 Lewis County Public Facilities District Lewis County Public Utility District No. 1 Lewis County Water District No. 1 Lewis County Water District No. 3 Lewis Public Transportation Benefit Area Authority Liberty Lake Sewer and Water District Lincoln County Fire District No. 1 Lincoln County Fire District No. 4 Lincoln County Fire Protection District No. 5 Lincoln County Fire Protection District No. 6 Lincoln County Fire Protection District No. 8 Lincoln County Hospital District No. 3 Lincoln-Adams County Fire Protection District No. 3 Longview Housing Authority Lopez Island Library District Lower Elwha Housing Authority Lower Squilchuck Irrigation District Lummi Housing Authority Lummi Tribal Sewer and Water District Makah Housing Authority Malaga Water District Manchester Water District Manson Park and Recreation District Marshland Flood Control District Marysville Fire District Mason Conservation District Mason County Fire District No. 13 Mason County Fire District No. 17 Mason County Fire District No. 2 Mason County Fire District No. 4 Mason County Fire Protection District No. 5 Mason County Fire Protection District No. 8 Mason County Housing Authority Mason County Public Hospital District No. 1 Mason County Public Utility District No. 1 Mason County Public Utility District No. 3 Mason County Transit Authority Methow Valley Irrigation District Mid-Columbia Library District Midway Sewer District Moab Irrigation District No. 20 Moses Lake Irrigation and Rehabilitation District Mukilteo Water and Wastewater District Naches-Selah Irrigation District North Beach Water District North Central Washington Economic Development District North City Water District North County Regional Fire Authority North Highline Fire District North Perry Avenue Water District North Whidbey Park and Recreation District Northeast Sammamish Sewer and Water District Northshore Utility District Northwest Park and Recreation District No. 2 Okanogan Conservation District Okanogan County Cemetery District No. 4 Okanogan County Fire District No. 6 Okanogan County Fire Protection District No. 11 Okanogan County Housing Authority Okanogan County Public Hospital District No. 3 Okanogan County Public Hospital District No. 4 Okanogan County Public Utility District No. 1 Okanogan Fire Protection District No. 16 Okanogan Irrigation District Olympic View Water and Sewer District Olympus Terrace Sewer District Orcas Island Library District Orchard Avenue Irrigation District No. 6 Oroville Housing Authority Oroville-Tonasket Irrigation District Othello Housing Authority Pacific Conservation District Pacific County Fire District No. 2 Pacific County Fire Protection District No. 1 Pacific County Fire Protection District No. 3

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pacific County Public Healthcare Services District No. 3 Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority Palouse Conservation District Pasco/Franklin County Housing Authority Pend Oreille County Fire District No. 2 Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No. 1 Puyallup Tribal Health Authority Quileute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Authority Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7 Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodmille Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinalt Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Acomack-Northampton Transportation District	Acomack County Public Schools	Acomack County	Blue Ridge Community College	State of Virginia	
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alexandria County Public Schools	Alleghany County Public Schools	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Campebell County	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Charlottesville Water and Sewage Authority	Charlottesville County Public Schools	Charlottesville County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	University of Virginia Foundation		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Fauquier County	University of Virginia Health System		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Virginia, Wise		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Mary Washington		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Foundation		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Altavista	Danville Redevelopment and Housing Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Appalachia	Dickenson County Industrial Development Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appomattox	Dickenson County Public Service Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Bedford	Dinwiddie County Water Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Berryville	District Three Governmental Cooperative	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Big Stone Gap	Dryden Water Authority	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Bluefield	Essex County Industrial Development Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Boones Mill	Fairfax County Economic Development Authority	Gloucester County Public Schools	Highland County			
Town of Bowling Green	Fairfax County Park Authority	Goochland County Public Schools	Isle of Wight County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Grayson County Public Schools	James City County			
Town of Boydton	Fairfax County Water Authority	Greene County Schools	King and Queen County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Greensville County Public Schools	King George County			
Town of Broadway	Floyd County Economic Development Authority	Halifax County Public Schools	King George County Service Authority			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hampton City Schools	King William County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Hanover County Public Schools	Lancaster County			
Town of Buchanan	Frederick County Sanitation Authority	Harrisonburg City Public Schools	Lee County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henrico County Public Schools	Loudoun County			
Town of Cape Charles	Frederick-Winchester Service Authority	Henry County Public Schools	Louisia County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Highland County Public Schools	Lunenburg County			
Town of Charlotte Court House	Ft. Monroe Authority	Hopewell Public Schools	Madison County			
Town of Chase City	Giles County Public Service Authority	Imagine Schools	Mathews County			
Town of Chatham	Greensville County Water and Sewer Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Cheriton	Halifax County Industrial Development Authority	King and Queen County Public Schools	Middlesex County			
Town of Chilhowie	Halifax County Service Authority	King George County Public Schools	Montgomery County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	King William County Public Schools	Nelson County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lancaster County Public School System	New Kent County			
Town of Caremont	Hampton Roads Regional Jail Authority	Lee County Public Schools	Northampton County			
Town of Clarksville	Hampton Roads Sanitation District	Lexington City Schools	Northumberland County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Loudoun County Public Schools	Nottoway County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Louisa County Public Schools	Orange County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Lynchburg City Schools	Page County			
Town of Coeburn	Hopewell Redevelopment and Housing Authority	Madison County Public Schools	Patrick County			
Town of Colonial Beach	James River Water Authority	Manassas City Public Schools	Pittsylvania County			
Town of Columbia	John Flannagan Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Courtland	Joint Public Service Authority	Martinsville Public Schools	Powhatan County			
Town of Craigsville	Lee County Industrial Development Authority	Mathews County School District	Prince Edward County			
Town of Crewe	Lee County Public Service Authority	Mecklenburg County Public Schools	Prince George County			
Town of Culpeper	LENOWISCO Planning District Commission	Middlesex County Public Schools	Prince William County			
Town of Damascus	Lord Fairfax Soil and Water Conservation District	Montgomery County Public Schools	Prince William County Service Authority			
Town of Dayton	Loudoun County Sanitation Authority	Nelson County Public Schools	Pulaski County			
Town of Dendron	Louisa County Water Authority	New Kent County Schools	Rappahannock County			
Town of Dilwyn	Lynchburg Redevelopment and Housing Authority	Newport News Public Schools	Richmond County			
Town of Drakes Branch	Marion Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dublin	Maury Service Authority	Northampton County School District	Rockbridge County			
Town of Dumfries	Mecklenburg-Brunswick Regional Airport Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dungsannon	Meherrin River Regional Jail Authority	Norton City Public Schools	Rockingham County			
	Middle Peninsula Regional Airport Authority	Nottoway County Public Schools	Russell County			
		Orange County Public Schools	Scott County			

City/Town

Town of Elkton
 Town of Exmore
 Town of Farmville
 Town of Fincastle
 Town of Floyd
 Town of Fries
 Town of Front Royal
 Town of Gate City
 Town of Glade Spring
 Town of Glasgow
 Town of Glen Lyn
 Town of Gordonsville
 Town of Goshen
 Town of Gretna
 Town of Grottoes
 Town of Halifax
 Town of Hamilton
 Town of Haymarket
 Town of Hayti
 Town of Herndon
 Town of Hillsville
 Town of Honaker
 Town of Hurt
 Town of Independence
 Town of Iron Gate
 Town of Irvington
 Town of Jonesville
 Town of Kenbridge
 Town of Keyville
 Town of Kilmarnock
 Town of La Crosse
 Town of Lawrenceville
 Town of Leesburg
 Town of Louisa
 Town of Lovettsville
 Town of Luray
 Town of Marion
 Town of Middleburg
 Town of Middletown
 Town of Mineral
 Town of Monterey
 Town of Montross
 Town of Mt. Jackson
 Town of Narrows
 Town of New Castle
 Town of New Market
 Town of Nickelsville
 Town of Occoquan
 Town of Onancock
 Town of Orange
 Town of Pamplin City
 Town of Parkley
 Town of Pearisburg
 Town of Pembroke
 Town of Pennington Gap
 Town of Phenix
 Town of Pocahontas
 Town of Pound
 Town of Pulaski
 Town of Purcellville
 Town of Quantico
 Town of Remington
 Town of Rich Creek
 Town of Richlands
 Town of Ridgeway
 Town of Rocky Mount
 Town of Round Hill
 Town of Rural Retreat
 Town of Saltville
 Town of Scottsville
 Town of Shenandoah
 Town of Smithfield
 Town of South Boston
 Town of South Hill
 Town of St. Paul
 Town of Stanley
 Town of Stephens City
 Town of Strasburg
 Town of Stuart
 Town of Tangier
 Town of Tappahannock
 Town of Tazewell
 Town of Timberville
 Town of Troutville
 Town of Urbanna
 Town of Victoria
 Town of Vienna
 Town of Vinton
 Town of Wakefield
 Town of Warrenton
 Town of Warsaw
 Town of Washington
 Town of Waverly
 Town of West Point
 Town of White Stone
 Town of Windsor
 Town of Wise
 Town of Woodstock
 Town of Wytheville

Special Districts

Montgomery County Public Service Authority
 Montgomery Regional Solid Waste Authority
 Mt. Rogers Planning District Commission
 New River Regional Water Authority
 New River Resource Authority
 New River Valley Planning District Commission
 New River Valley Regional Jail Authority
 Newport News Redevelopment and Housing Authority
 Nicholas County Solid Waste Authority
 Norfolk Airport Authority
 Norfolk Economic Development Authority
 Norfolk Redevelopment and Housing Authority
 Northern Neck Planning District Commission
 Northern Virginia Regional Park Authority
 Northern Virginia Transportation Authority
 Northwestern Regional Jail Authority
 NRV Regional Water Authority
 Pamunkey Regional Jail Authority
 Patrick County Economic Development Authority
 Pepper's Ferry Regional Wastewater Treatment Authority
 Petersburg Redevelopment and Housing Authority
 Peumansend Creek Regional Jail Authority
 Piedmont Soil and Water Conservation District
 Planning District One Behavioral Health Services
 Portsmouth Redevelopment and Housing Authority
 Prince William County Park Authority
 Pulaski County Public Service Authority
 Pulaski County Sewerage Authority
 Radford Industrial Development Authority
 Randolph County Water, Sewer and Fire Protection Authority
 Rapidan Service Authority
 Rappahannock Regional Jail Authority
 Rappahannock-Shenandoah-Warren Regional Jail Authority
 Region 2000 Services Authority
 Richmond Behavioral Health Authority
 Richmond Hospital Authority
 Richmond Metropolitan Authority
 Richmond Redevelopment and Housing Authority
 Richmond Regional Planning District Commission
 Rivanna Solid Waste Authority
 Rivanna Water and Sewer Authority
 Riverside Regional Jail Authority
 Roanoke Redevelopment and Housing Authority
 Roanoke River Service Authority
 Roanoke Valley Broadband Authority
 Roanoke Valley Resource Authority
 Robert E. Lee Soil and Water Conservation District
 Rockbridge Area Network Authority
 Rockbridge County Solid Waste Authority
 Russell County Industrial Development Authority
 Russell County Public Service Authority
 Scott County Economic Development Authority
 Scott County Redevelopment and Housing Authority
 Shenandoah Valley Soil and Water Conservation District
 Smyth County Industrial Development Authority
 Smyth Washington Regional Industrial Facilities Authority
 South Central Wastewater Authority
 Southeastern Public Service Authority
 Southside Planning District
 Southside Regional Jail Authority
 Southwest Regional Recreation Authority
 Southwest Virginia Regional Jail Authority
 Suffolk Redevelopment and Housing Authority
 Tappahannock Essex County Airport Authority
 Tazewell County Airport Authority
 Tazewell County Industrial Development Authority
 Tazewell County Public Service Authority
 Tazewell County Public Service Authority
 Thomas Jefferson Planning District Commission
 Thomas Jefferson Soil and Water Conservation District
 Toms Brook-Mauertown Sanitary District
 Upper Occoquan Service Authority
 Valley Municipal Utility District No. 2
 Vint Hill Economic Development Authority
 Virginia Beach Development Authority
 Virginia Commercial Space Flight Authority
 Virginia Highlands Airport Authority
 Virginia Housing Development Authority
 Virginia Peninsulas Public Service Authority
 Virginia Port Authority
 Virginia Resources Authority
 Virginia Tech/Montgomery Regional Airport Authority
 Virginia/Carolina Water Authority
 Virginia's First Regional Industrial Facility Authority
 Washington County Industrial Development Authority
 Washington County Service Authority
 Waynesboro Economic Development Authority
 Waynesboro Redevelopment and Housing Authority
 West Piedmont Planning District
 Western Virginia Water Authority
 Williamsburg Area Transit Authority
 Winchester Regional Airport Authority
 Wined Road Authority
 Wise County Public Service Authority
 Wise County Redevelopment and Housing Authority
 Woodway Water and Sewer Authority
 Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
 Patrick County Public Schools
 Petersburg City Public Schools
 Pittsylvania County School District
 Poquoson City Public Schools
 Portsmouth Public Schools
 Powhatan County Public Schools
 Prince Edward County Schools
 Prince George County Public Schools
 Prince William County Schools
 Pulaski County Public Schools
 Radford City Schools
 Rappahannock County Public Schools
 Richmond City Public Schools
 Richmond County Public Schools
 Roanoke City Public Schools
 Roanoke County Public Schools
 Rockbridge County Schools
 Rockingham County Public Schools
 Russell County Public Schools
 Salem City Schools
 Scott County Public Schools
 Shenandoah County Public Schools
 Smyth County Public Schools
 Southampton County Public Schools
 Spotsylvania County Public Schools
 Stafford County Public Schools
 Staunton City Schools
 Suffolk Public Schools
 Surry County Public Schools
 Sussex County Public Schools
 Tazewell County Public Schools
 Virginia Beach City Public Schools
 Warren County Public Schools
 Washington County School District
 Waynesboro Public Schools
 West Point Public Schools
 Westmoreland County Public Schools
 Williamsburg-James City County Public Schools
 Winchester Public Schools
 Wise County Public Schools
 Wythe County Public Schools
 York County Public Schools

County

Scott County Public Service Authority
 Shenandoah County
 Smyth County
 Southampton County
 Spotsylvania County
 Stafford County
 Surry County
 Sussex County
 Tazewell County
 Tri-County Lake Administrative Commission
 Warren County
 Washington County
 Westmoreland County
 Wise County
 Wythe County
 York County

Public Higher Education**State****Townships**

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
---------------------------	---------------------------------------

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COED2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42BBF817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver

VENDOR AUTHORIZED SIGNATURE

Mark Oliver

(NAME PRINTED OR TYPED)

Executed on 10 May, 2019

Sourcewell Contract # 032119-JDC

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: John Deere Construction Retail Sales (JDCRS)

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
3.14/6	Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor.	JDCRS approves dealer groups to sell direct under this contract upon their acceptance of the Sourcewell T&Cs. JDCRS will sell direct where a dealer group has yet to accept the contract terms. JDCRS and U.S. dealer sales reporting and admin fee payment functions will be processed by our JDCRS office. "Sub-contractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all sub-contractor verbiage/reference be stricken.	Sourcewell accepts
3.23.2/8	Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor.	"Sub-contractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all sub-contractor verbiage/reference be stricken.	Sourcewell accepts
3.28.1/10	With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said	Sourcewell accepts

	4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.	fee will reduce the List discounts accordingly.	
5.18/16	Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell.	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said fee will reduce the List discounts accordingly.	Sourcewell accepts
5.51/18 5.54/18	Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	Standard warranty defines covered items and services. Freight and transport to and from dealership are not covered items.	Sourcewell accepts
6.26/23	Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.	"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all subcontractor verbiage/reference be stricken.	Sourcewell accepts
7.13/27	The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item.	Unless a dealer stock unit is being offered, retail machines are made to order. 90 day lead time or less is the general guidance, but there may be exceptions.	Sourcewell accepts
7.16/27-28	The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions / disbarments that occur during the Contract period.	As was clarified in the pre-proposal conference, what needs to be advised is any <i>major</i> scenario that would impact the vendor's financial standing and their ability to uphold the contract agreement. JDCRS is not at liberty to share all litigation scenarios that may arise. We request the "litigation" verbiage be stricken.	Sourcewell accepts the removal of "litigation;" however, all other requirements remain.
8.11/29	No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell.	We request permission to approve dealer groups to sell direct. Dealer groups must first agree to abide by the Sourcewell Terms & Conditions as agreed by JDCRS.	Sourcewell accepts

		JDCRS will include U.S. dealer sales in our reporting and admin fee processing. Allowing so on the previous contract has proven value-added as it has; allowed dealers to fully embrace the contract, streamlined the sales process, and continued to increase sales each year.	
8.31/32	Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars.	While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.	Sourcewell accepts
Form D/48	The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.	"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all subcontractor verbiage/reference be stricken.	Sourcewell accepts
Appendix D/69 (PDF copy)	Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform	While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.	Sourcewell accepts

	Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13). The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars.		

Proposer's Signature: *Michael Quinn* Date: 3/18/2019

Sourcewell's clarification on exceptions listed above:



Contract Award
RFP #032019



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response ~~and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.~~ Exception is noted in our RFP response, asking for this text to be stricken as we do not use subcontractors. Our dealer network is independently owned.

Company Name: John Deere Construction Retail Sales Date: 3/14/2019

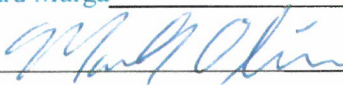
Company Address: 1515 5th Avenue

City: Moline State: IL Zip: 61265

CAGE

Code/DUNS: 3PSD7/142124762

Contact Person: Richard Murga Title: Contract Administrator

Authorized Signature:  Mark Oliver
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COED2A139D08488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coauette

7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver

VENDOR AUTHORIZED SIGNATURE

Mark Oliver

(NAME PRINTED OR TYPED)

Executed on 10 May, 2019

Sourcewell Contract # 032119-JDC



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: John Deere Construction Retail Sales

Address: 1515 5th Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: 309-748-3418

E-mail Address: OliverMarkR@JohnDeere.com

Authorized Signature: *Mark Oliver*

Authorized Name (printed): Mark Oliver

Title: Manager Contract Sales

Date: 3/14/2019

Notarized

Subscribed and sworn to before me this 14 day of MARCH, 2019

Notary Public in and for the County of ROCK ISLAND State of IL

My commission expires: 10/26/2021

Signature: *Cindy L. Schoo*



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: John Deere Construction Retail Sales

Questionnaire completed by: Richard Murga

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

JDCRS' only option for payment terms is Net 30 Days.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

All leasing and financing options are handled through the local dealer and John Deere Financial.
The lease/finance provider funds the contract sales invoice within 30 days.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

JDCRS authorizes U.S. dealer groups to sell direct after they agree to uphold Sourcewell's T&Cs in writing.

Sourcewell members will contact their local dealer for assistance with machine and option selection.
<https://dealerlocator.deere.com/servlet/country=US>

The local dealer will provide the contract quote. Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. If a municipal lease is involved, that too must be made known on the PO.

JDCRS will ship the unit to the selling U.S. dealer. For sales outside of the U.S., the local selling dealer will quote and arrange the freight move from factory to dealer and from dealer to customer.

Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.

U.S. sales reports will be processed and submitted by JDCRS on a quarterly basis.

Canada sales reports will be processed and submitted by John Deere Limited on a quarterly basis. Per our previous Sourcewell addendum to expand into Canada, John Deere Limited is the Canada-based sales branch office that owns the relationship with the Canadian dealer groups.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Copy of standard warranty is attached in addition to the below responses.



Standard
Warranty.pdf

- Do your warranties cover all products, parts, and labor?
12 months full machine standard warranty is provided, as outlined in the standard warranty document.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
Full-size machines receive 12 months of coverage with no hour limit.
Compact machines (Commercial Worksite) receive 24 months of coverage with 2,000-hour limit.
Limitations on usage behavior are in place for all goods.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No How will Sourcewell Members in these regions be provided service for warranty repair? Dealers are assigned for coverage of the entire U.S.
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? As outlined in the standard warranty document, non-Deere items are handled by original OEM.
 - What are your proposed exchange and return programs and policies?
As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See full text for detailed explanation.
- 6) Describe any service contract options for the items included in your proposal.

No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Customer solutions offered in response to this RFP are John Deere's Construction Equipment (CE) and Compact Construction Equipment (CCE) product lines. Heavy, medium and compact machines are available to meet the Sourcewell members' needs. Specifically, there are 15 categories of 90 plus machines, each with their own factory options and attachments. Additionally, there are 120 plus attachment offerings to be used in conjunction with the compact line of machines. Many of these attachments are functional on a variety of the four compact machine categories, adding great versatility to the end-user. Further, local dealers will have the ability to provide customer requested goods and services to complete the desired machine functionality.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response. Base machine and four-digit factory build codes will receive the machine discount. Non-factory items will be quoted by the dealer.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount range varies from 20% to 44% off our published List prices.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ___X___ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

5-7 machines receive 1% additional discount
8-14 machines receive 2% additional discount
15-30 machines receive 3% additional discount

No rebates are offered.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

JDCRS can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by John Deere as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as John Deere non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Bradco Rock Saw). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty...

Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the John Deere dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."

For example, a Sourcewell Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract part) and a Bradco Rock Saw (allied) by utilizing the Sourcewell contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as “Dealer provided fuel cap and Dealer provided Bradco Rock Saw”. We successfully use this process on other contracts.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.

Taxes: Local taxes, if applicable, will be assessed.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the Sourcewell member’s local John Deere dealership. All shipments in the continental U.S. (CONUS) region will therefore be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted.

Prospective buying agency must supply the full address for the end-user’s delivery location at time of quote request. Should buying agency choose not to use their nearest compact equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. Full-size equipment dealers have a defined coverage area and are not selectable by the customer.

JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

For sales that are processed through our office, the quote and purchase order are reviewed by the in-house account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited.

For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. A program code has been established for use at time of dealer settlement to claim their discount. On a quarterly basis, JDCRS receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

John Deere is registered with the International Standards Organization 9001 for quality management.

- 20) Describe any environmental management system certifications obtained by your organization.

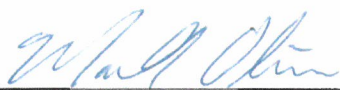
For more information on John Deere's Environmental Stewardship visit:

http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventative maintenance services are dealer-provided. Please review Form P item 12 above.

Signature: _____



Date: _____

3/14/2019

AMENDMENT TO
Sourcewell Contract #032119-JDC

This AMENDMENT (“Amendment”) to Sourcewell Contract # 032119-JDC (“Agreement”) is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales (“Vendor”)

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.’s products, ordering process, and sales/administration contacts will be included in John Deere’s portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Vogeles brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 4 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. does not accept the P-card procurement and payment process.”

2. Form P Question 5 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit.”
3. Form P Question 7 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Voge) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines to Sourcewell members in both the U.S. and Canada. “Program Eligible” opens the contract’s machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:

Never retailed,
Less than three years old for compact and mid-size machines,
Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price
Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.
Depreciation varies based on age, hours, and machine type.
Depreciation is negotiated between dealer and customer.
Sourcewell Administration Fee will be paid on Standard Contract Selling Price.”

4. Form P Question 9 response is amended as follows:
Replace the initial response with the following verbiage:
“The discount range varies from 17% to 44% off the manufacturer’s published List prices.”
5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as “John Deere Limited”, the proper business name is “John Deere Canada ULC.”

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

DocuSigned by:

X Jeremy Schwartz
Authorized Signature – **Signed**

By Jeremy Schwartz
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 3/12/2020 | 1:59 PM CDT

John Deere Construction Retail Sales

DocuSigned by:

X Richard Murga
Authorized Signature – **Signed**

By Richard Murga
Name – **Printed**

Title Account Manager, Fed & State

Date 3/12/2020 | 1:43 PM CDT

APPROVED:

Sourcewell®

DocuSigned by:

X Chad Coauette
Authorized Signature – **Signed**

By Chad Coauette
Name – **Printed**

Title Executive Director / CEO

Date 3/12/2020 | 2:08 PM CDT

**AMENDMENT #2
TO
SOURCEWELL CONTRACT #032119-JDC**

This Amendment is by and between **Sourcewell** (Sourcewell) and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

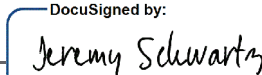
Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P, Question 18, is modified to read that Vendor's Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

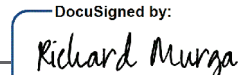
By:  _____
AuthC C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/18/2020 | 3:25 PM CDT

**John Deere Construction Retail Sales, a
division of John Deere Shared Services, Inc.**

By:  _____
AuthC B5FD5EFBEF6045A...

Richard Murga
Name – Printed

Title: Contract Administrator

Date: 3/18/2020 | 12:27 PM CDT

APPROVED:

By:  _____
AuthC 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 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: 10/05/2021

SUBJECT: John Deere 3033R Compact Utility Tractor, authorization to purchase

I. BACKGROUND: The Department of Public Works is requesting a replacement for its 2012 model John Deere utility tractor. Funds for this purchase were authorized by Council in the FY22 budget.

II. DISCUSSION: This equipment will be used to mow rights-of-way and bush-hogging larger tracts. The existing tractor is 10 years old. This utility tractor has been quoted with a cab to reduce employee exposure to dust and debris. Beard Equipment reported that its pricing for equipment is estimated to increase by 4% after October 26, 2021. This 4% increase translates to \$1,576.81. The quote for this tractor is provided as ATT1.

The quote supplied by Beard Equipment is based on a Sourcewell procurement process/contract with John Deere and is available to all participating agencies. The State of Florida is a participant in the program. The contract between Sourcewell and John Deere is provided as ATT2.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): The Tractor will cost \$39,420.32. This is a planned purchase included in the FY 2022 Adopted Budget.

	FY2022 BUDGET
30058585-564000-RRVEH	
GenFundRR-Machinery-Replace Vehicles	\$ 463,427
FY22 Adopted Budget	463,427
Internal Transfer	-
Previous Expenses/Encumbrances	(139,027)
Available Program Budget	324,400
This Agreement +(-)	(39,420)
FY22 Remaining Program Budget	\$ 284,980

C. Level of Service (LOS): New equipment purchases should provide increased levels of reliability. This equipment also comes with a 12-month factory warranty.

III. CONCLUSION: This purchase will replace an aging piece of equipment and is consistent with the City's Renewal and Replacement initiative.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase a John Deere 3033R Utility Tractor from Beard Equipment of Pensacola for \$39,420.32.

Attachments:

1. ATT1: City of Destin 3033R
2. ATT2: John Deere Co. Contract Ag
Tractors 110719

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

- | | |
|---|---|
| ☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513 | Forrest Gibbs

Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 32534-9444

Tel: 850-476-0277
Email: fgibbs@beardequipment.com |
| ☐ Contract name and number | |
| ☐ Signature | |
| ☐ Shipping address | |
| ☐ Billing address | |
| ☐ Membership number (if applicable) | |
| ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company. | |

If information is not included, the Purchase Order or Letter of Intent will be returned.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 32534-9444
850-476-0277
JohnDeereEmails@beardequipment.com

Quote Summary

Prepared For:

City Of Destin
FL

Delivering Dealer:

Beard Equipment Company
Forrest Gibbs
3195 W Nine Mile Road
Pensacola, FL 32534-9444
Phone: 850-476-0277
fgibbs@beardequipment.com

Quote ID: 25291876

Created On: 21 September 2021

Last Modified On: 21 September 2021

Expiration Date: 29 October 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp) Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 20, 2021	\$ 35,603.26 X	1 =	\$ 35,603.26
JOHN DEERE 60D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (2R Large Frame, 3R Series, and 3120-3720 Tractor) Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 20, 2021	\$ 3,817.06 X	1 =	\$ 3,817.06
Equipment Total			\$ 39,420.32

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 39,420.32
Trade In	
SubTotal	\$ 39,420.32
Est. Service Agreement Tax	\$ 0.00
Total	\$ 39,420.32
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 32534-9444
850-476-0277
JohnDeereEmails@beardequipment.com

Rental Applied	(0.00)
Balance Due	\$ 39,420.32

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 25291876

Customer Name:
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2000 John Deere Run
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Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 32534-9444
850-476-0277
JohnDeereEmails@beardequipment.com

JOHN DEERE 3033R Compact Utility Tractor (24 PTO hp)

Hours:
Stock Number:
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: September 20, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty
1369LV	3033R Compact Utility Tractor (24 PTO hp)	1
Standard Options - Per Unit		
0202	United States	1
0409	English Operator's Manual and Decal Kit	1
1520	eHydro™	1
1701	Factory Installed Loader with Bucket	1
2050	Cab with Standard Seat	1
2650	Less Radio	1
3320	Dual Mid Selective Control Valve	1
3400	Less Mid PTO	1
4061	Less iMatch™ Quick Hitch Category 1	1
5220	15-19.5 (6PR, R4 Industrial, 2 Position)	1
6220	25x8.50-14 (6PR, R4 Industrial, 2 Position)	1
Dealer Attachments/Non-Contract/Open Market		
BLV10848	Mid PTO Control Kit (Cab Only)	1
LVB25537	Mid Power Take-Off (PTO) Kit	1
DF	Diagnostic	1

Selling Equipment

Quote Id: 25291876

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
3195 W Nine Mile Road
Pensacola, FL 32534-9444

850-476-0277

JohnDeereEmails@beardequipment.com

JOHN DEERE 60D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge

Equipment Notes:
Hours:
Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: September 20, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty
7017LV	60D in. AutoConnect™ 7-Iron Mid-Mount Side Discharge Mower (2R Large Frame, 3R Series, and 3120-3720 Tractor)	1
Standard Options - Per Unit		
0202	United States	1
0409	English	1
1008	AutoConnect™ Mower Lift - Cab	1
Dealer Attachments/Non-Contract/Open Market		
DF	Diagnostic	1

**Solicitation Number: RFP#110719****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Deere & Company**, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcwell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcwell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED** (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require

the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 12/23/2019 | 8:47 AM CST

Deere & Company
DocuSigned by:
By: Andrew Roman
C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
Date: 12/23/2019 | 6:43 AM CST

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/23/2019 | 9:00 AM CST

RFP 110719 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: Deere & Company
2000 John Deere Run
Address: Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Wednesday October 02, 2019 13:10:29
Submitted On: Thursday November 07, 2019 10:26:36
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: fc7b4092-1aab-463f-88f9-e8f4dbc9e793
Submitter's IP Address: 165.225.0.97

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company	*
2	Proposer Address:	2000 John Deere Run Cary, NC 27513	*
3	Proposer website address:	www.johndeere.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Garrette - Government Business Manager 19695 Embers Avenue, Farmington, MN 55024 GarretteRobertM@JohnDeere.com 908-442-3455	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively called John Deere), began as a simple one-man blacksmith shop. Today it's grown into corporation that does business around the world and employs over 74,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the U.S. and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	John Deere will offer its complete product offering for ag tractors, implements and related equipment include: 1. Small, Mid and Large frame ag attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, b 4. Combines 5. Cotton 6. Hay & Forage (balers, disk mowers, etc.) 7. Tillage (plows, harrows, etc.) 8. Planting & Seeding (planters, drills, air seeders) 9. Self propelled sprayers 10. Ag Management Solutions 11. Frontier implements and attachments Our independent dealer network will provide aftermarket services upon request.	*
9	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcewell members.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our 2018 Annual Report has been uploaded as part of our proposal.	*
11	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.	*
12	What is your Canadian market share, if any?	John Deere considers its market share data to be proprietary information.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer for the products and services being offered with your sales and service force and with your dealers.	John Deere is a manufacturer. a. John Deere has a nationwide dealer network. The dealer network is operated businesses. b. John Deere partners with independently owned John Deere dealers that are being offered in the RFP.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of agricultural equipment) in the United States.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of subcategory products and services John Deere will offer within this RFP include: 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute (12th Year) Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers 2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers 2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide. 2015 Gold Status Pillar of the Industry Award - Association of Equipment Manufacturers 2014 Deere & Company has been selected 16th on the 2014 Global Top Companies for Leaders list – a comprehensive study that recognizes best-in-class management practices, especially in the area of leadership development.
19	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
20	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows: 2018 - \$305.5M 2017 - \$295.5M 2016 - \$279.6M
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S The total sales volume for the GSA contracts over the past three years are as follows: 2019 = \$21.0M 2018 - \$15.3M 2017 - \$17.1M

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *
Iowa Department of Transportation	Jennifer Monserud	515-239-1607
Mt. San Antonio College, Walnut CA	Sandi Horn	909-274-5509
Anne Arundel County, Maryland	Dale Eutsler	410-222-7665
State of Indiana - Sourcwell Participating Addendum	Stephanie Nelson	317-234-0963
State of Arkansas - Sourcwell Participating Addendum	John Leverett	501-683-2222

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$11.5M FY18 = \$10.4M FY17 = \$13.0M	*
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$8.1M FY18 = \$8.6M FY17 = \$11.0M	*
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$12.8M FY18 = \$20.7M FY17 = \$17.4M	*
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment	Varies	FY19 = \$11.5M FY18 = \$10.3M FY17 = \$7.0M	*
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$9.2M FY18 = \$9.8M FY17 = \$8.3M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 6 Government Business Managers, one of which is dedicated strictly to federal sales. The 5 remaining Government Business Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government business managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government business managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Ag Tractors with Related Attachment Contract, the government business managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.	*
26	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
27	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support. As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies. 4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. A sample of marketing materials have been uploaded for review. The Marketing Literature Sample.pdf contains 2019 Government Calendar, 2019 Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.
34	In your view, what is Sourcewell's role in promoting the Sourcewell- awarded contract into your sales process?	Sourcewell will play a key role in working with and supporting the John Deere Government Business Managers, by helping the Business Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Business Managers will be a valuable tool. Because the Business Managers have a strong relationship with the John Deere dealers, the business managers will help the dealers understand the contract and market it in their particular areas. The business managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.
35	Are your products or services available through the e-procurement system and how government agencies can access them?	We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For this most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.	*
37	Describe any technological advances that your proposed products or services offer.	John Deere Power Tech Final Tier 4 engines 75 HP and above are built on a proven platform of emissions control technologies including: 1. Cooled exhaust gas recirculation (EGR) 2. Exhaust filters 3. Selective catalytic reduction (SCR) ExactRate Planter Fertilizer System 1. Reduces fertilizer usage by up to 8%. 2. Improve fertilizer placement accuracy by up to 20%	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions include: 1. Reduce environment impact, including CO2 emissions on 90% of new products 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. A recent small business compliance review reaffirmed John Deere truly has an active Supplier Diverse program.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to service equipment throughout Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.	*
48	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.	*
49	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	No.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 14% to 24% off Current MSRP.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.	*
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”. For example, a Sourcewell Member could purchase a John Deere Ag Tractor, a canopy (non-contract) and a Tiger mower (allied) by utilizing the Sourcewell contract. The price of the canopy and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2020 and beyond includes this discussion.
66	Describe any industry-specific quality management system certifications obtained by your organization.	Several John Deere manufacturing facilities operate a quality management system which compiles with the requirements of ISO 9001.
67	Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in this response.	John Deere is not providing preventive maintenance programs as part of its RFP response. However, Sourcewell Members will be able to purchase these programs directly from dealers utilizing the "Sourced Equipment/Products and/or related Services" method outlined in Line Item 57 in Table 11: Pricing and Delivery.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 2018_John-Deere-Annual-Report.pdf - Monday November 04, 2019 12:17:59
 - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Monday November 04, 2019 15:58:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Stmt - Ag & Turf.pdf - Monday November 04, 2019 12:18:39
 - [Pricing](#) - Price Schedule and Price Pages.pdf - Tuesday November 05, 2019 14:17:01
 - [Additional Document](#) - Supplement Information.pdf - Wednesday November 06, 2019 10:47:12

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 110719 - Ag Tractors - Addendum_3 Fri November 1 2019 07:13 AM	☒	--
RFP110719 - Ag Tractors -Addendum_2 Mon October 21 2019 11:45 AM	☒	--
RFP110719 - Ag Tractors - Addendum_1 Mon September 23 2019 09:03 AM	☒	--

AMENDMENT #1
TO
CONTRACT #110719-JDC

THIS AMENDMENT is by and between **Sourcewell** and **Deere & Company** (Vendor).

Vendor was awarded a Sourcewell Contract for Ag Tractors with Related Attachments, Accessories, and Supplies effective December 23, 2019, through December 30, 2023, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The parties agree that delivery will be 90-180 days after receipt of order (ARO) for agricultural equipment.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
Authorized Signature DocuSigned by:
C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/26/2021 | 2:13 PM CST

Deere & Company

By: Andrew Roman
Authorized Signature DocuSigned by:
E2D8D7D6435C47C...

Andrew Roman
Name – Printed

Title: Contract Administrator

Date: 2/26/2021 | 12:27 PM CST

Sourcewell–APPROVED:

By: Chad Coauette
Authorized Signature DocuSigned by:
7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 2/26/2021 | 2:36 PM CST

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

THRU: Krystal Strickland, Finance Director
 Kyle Bauman, City Attorney

FROM: Lance Johnson, City Manager

DATE: October 8, 2021

SUBJECT: Burns Legal Solutions: Payment Authorization

I. BACKGROUND: On June 21, 2021, City Council motioned to authorize the hire of Special Counsel Jeff Burns of Burns Legal Solutions, PLLC to provide an analysis of the City's options concerning Okaloosa County's plan to expand the Tourist Development Taxing District and placed a cap on costs to not exceed \$5,000.00 for the following two week period. Subsequently, on July 6, 2021, City Council entered into agreement with Special Counsel Burns for an hourly rate of \$225.00 with no cap or expiration date.

II. DISCUSSION: The City has received Invoice No. 2021003070 from Burns Legal Solutions, PLLC dated 10/8/21 in the amount of \$13,972.50 for the month of September, which exceeds the initial \$5,000.00 cap approved by City Council during the June 21, 2021 Regular City Council meeting; however, it is billed at the hourly rate of \$225.00 agreed upon with no cap or expiration date. During the July 19, 2021 Regular City Council meeting, Council approved invoice 2021003057 from Burns Legal Solutions, PLLC. Also, City Council approved invoice 2021003064 from Burns Legal Solutions, PLLC during the September 20, 2021 Regular City Council meeting.

BURNS LEGAL SOLUTION V. 6490			
INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	Status
2021003057	7/8/2021	\$ 7,470.00	paid
2021003062	8/8/2021	10,188.00	paid
2021003064	9/9/2021	18,787.50	paid
2021003070	10/8/2021	13,972.50	approval routing
		<u>\$ 50,418.00</u>	

A. Link to Strategic Goals / Objectives: Objective 5B Enhance Opportunities for economic growth and diversity within the City.

B. Effect on Budget (EOB): Staff is requesting authorization to pay invoice number 2021003070 in the amount of \$13,972.50 for September 2021 services to be charged to the miscellaneous representation account.

	FY2021 BUDGET
0151430-531005	
GF Legal - Miscellaneous Representation	\$ 463,427
FY21 Adopted Budget	273,700
Internal Transfer	(145,000)
Previous Expenses/Encumbrances	(101,040)
Available Program Budget	27,660
This Agreement +(-)	(13,973)
FY21 Remaining Program Budget	\$ 13,688

C. Level of Service (LOS): Increased level of service.

III. CONCLUSION: Staff is seeking Council's authorization to pay the current invoice due.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to pay the balance due on the Burns Firm Invoice No. 2021003070.

Attachments:

1. Invoice 2021003070
2. Agenda 6.21.2021 Reg City Council
3. Item 4.D. 6.21.2021
4. jun21action agenda
5. Agenda 7.19.2021 Reg City Council
6. Item 6.A. 7.19.2021
7. jul19 action agenda
8. Sept 20.2021 Reg City Council
Agenda
9. Sept 20.2021 Agenda Item
10. sep20 action agenda



Burns Legal Solutions, PLLC

INVOICE

P.O. Box 4097
 Shalimar, FL 32579
 US
 accounting@burnsfirmlegal.com
 www.burnsfirmlegal.com
 O: 850-582-5765



Number	2021003070
Issue Date	10/8/2021
Due Date	11/7/2021
Matter	15 - TDD Expansion 2021 Referendum Issues
Email	accountspayable@cityofdestin.com

OK TO PAY

PO# VENDOR# 6490AMOUNT \$13,972.50ORG 0151430 OBJ 531005PROJECT APPROVER / DATE

Bill To:

City of Destin

4200 Indian Trail Drive
 Destin, Florida 32541
 O: (850) 837-4242

Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Research 9/1/2021 Legal research into nuances of Excise Tax implementation requirements in the event a settlement is not reached through Chapter 164 process.	Jeffrey L Burns	\$225.00	2.20	\$495.00
Communicate (with client) 9/1/2021 Reviewed email from City Manager regarding feedback on proposed Interlocal Agreement.	Jeffrey L Burns	\$225.00	0.20	\$45.00
Draft/revise 9/1/2021 Revised proposed Interlocal Agreement and provided to County and other Municipalities.	Jeffrey L Burns	\$225.00	2.10	\$472.50
Communicate (other external) 9/1/2021 Reviewed emails from Crestview's City Manager, Fort Walton Beach's City Manager, and County Attorney regarding their conversations with various County Commissioners and the likely counter offer that may result.	Jeffrey L Burns	\$225.00	0.30	\$67.50

Time Entries	Billed By	Rate	Hours	Sub
Appear for/attend 9/1/2021 Attended meeting with County and other Municipal unelected representatives to discuss terms of Destin's proposed Interlocal Agreement, and what likely counter proposal will look like.	Jeffrey L Burns	\$225.00	1.00	\$225.00
Communicate (with client) 9/1/2021 Telephone call with City Manager and both City Attorneys to discuss likely counter proposal from County.	Jeffrey L Burns	\$225.00	1.00	\$225.00
Communicate (other external) 9/1/2021 Reviewed email from Fort Walton Beach City Manager detailing issues he has with Destin's proposal; Conferred with City Attorney regarding Fort Walton's concerns; Conferred with Crestview representatives regarding Fort Walton's concerns.	Jeffrey L Burns	\$225.00	0.90	\$202.50
Research 9/1/2021 Research into Interlocal Agreements from other jurisdictions wherein County Governments have permitted Municipal entities to utilize TDT Revenues to be used to secure bond issuances; Provided ILA example to attorneys and managers for other entities.	Jeffrey L Burns	\$225.00	2.00	\$450.00
Research 9/2/2021 Legal research into scope of injunctive relief available to City if matter does not settle through Chapter 164 process.	Jeffrey L Burns	\$225.00	2.50	\$562.50
Review/analyze 9/2/2021 Reviewed proposed TDT Expansion Ordinance provided by County Attorney; Reviewed proposed Interlocal Agreement from County to Municipalities; Conferred with City Attorney regarding proposed Ordinance and proposed Interlocal Agreement.	Jeffrey L Burns	\$225.00	1.60	\$360.00
Draft/revise 9/2/2021 Drafted red-lined revisions to three sections of County's proposed Interlocal Agreement.	Jeffrey L Burns	\$225.00	1.00	\$225.00
Draft/revise 9/3/2021 Revised changes to proposed ILA from County and provided to other Municipalities and County.	Jeffrey L Burns	\$225.00	1.00	\$225.00
Appear for/attend 9/3/2021 Prepared for and attended Municipality only meeting regarding shared positions and disagreements regarding proposed ILA with County.	Jeffrey L Burns	\$225.00	0.80	\$180.00
Appear for/attend 9/3/2021 Prepared for and attended meeting with County representatives, and all Municipal representatives regarding whether a compromise can be reached on Chapter 164 issues.	Jeffrey L Burns	\$225.00	1.00	\$225.00
Communicate (with client) 9/3/2021 Multiple communications with City Attorney regarding Chapter 164 issues.	Jeffrey L Burns	\$225.00	1.20	\$270.00

Time Entries	Billed By	Rate	Hours	Sub
Communicate (with client) 9/3/2021 Provided updates to Councilmembers on status of ILA negotiations and Chapter 164 issues.	Jeffrey L Burns	\$225.00	0.50	\$112.50
Review/analyze 9/3/2021 Reviewed final ILA offered by County, incorporating changes to Force Majeure provision and increasing term length to 20 years from their previous offer of 15 years.	Jeffrey L Burns	\$225.00	0.60	\$135.00
Research 9/3/2021 Legal research into whether extraordinary writs are available to City as an alternative to injunctive relief.	Jeffrey L Burns	\$225.00	2.50	\$562.50
Research 9/5/2021 Legal research into the legality of legislatively imposing 3rd cent with an effective date three years from imposition of first two cents.	Jeffrey L Burns	\$225.00	2.20	\$495.00
Appear for/attend 9/7/2021 Observed Board of County Commissioners Meeting regarding TDT Issues and corresponded with representatives in attendance to ensure Municipal position accurately presented to BOCC.	Jeffrey L Burns	\$225.00	2.40	\$540.00
Appear for/attend 9/7/2021 Prepared for and attended Destin City Council meeting regarding TDT Issues.	Jeffrey L Burns	\$225.00	2.50	\$562.50
Communicate (with client) 9/7/2021 Phone calls with Councilmembers, City Manager, and City Attorney regarding strategy for Chapter 164 meeting.	Jeffrey L Burns	\$225.00	1.10	\$247.50
Draft/revise 9/7/2021 Drafted email to client, attaching proposed Interlocal Agreements, and providing analysis of each	Jeffrey L Burns	\$225.00	0.90	\$202.50
Research 9/7/2021 Legal research into the power of a County government to declare a state of emergency; Drafted email to clients regarding research results.	Jeffrey L Burns	\$225.00	1.80	\$405.00
Appear for/attend 9/8/2021 Prepared for and attended Chapter164 Public Meeting on behalf of City, and advocated City's position,	Jeffrey L Burns	\$225.00	3.50	\$787.50
Communicate (with client) 9/8/2021 Phone calls with City Manager and City Attorney regarding steps remaining to complete execution of Interlocal Agreements, and to reach amicable resolution with the County through the Chapter 164 process.	Jeffrey L Burns	\$225.00	0.50	\$112.50
Appear for/attend 9/9/2021 Prepared for and attended Cinco Bayou Town Council meeting to ensure Interlocal Agreements accepted by Cinco Bayou.	Jeffrey L Burns	\$225.00	1.10	\$247.50

Time Entries	Billed By	Rate	Hours	Sub
Communicate (other outside counsel) 9/13/2021 Corresponded with attorneys for various Municipalities to coordinate appearances before the City of Niceville, Town of Shalimar, and TDC Board meetings.	Jeffrey L Burns	\$225.00	1.00	\$225.00
Communicate (other outside counsel) 9/13/2021 Drafted email to County Attorney inquiring as to status of the revised TDD Ordinance.	Jeffrey L Burns	\$225.00	0.20	\$45.00
Review/analyze 9/13/2021 Reviewed proposed TDD Ordinance incorporating legislative findings to ensure the City of Destin has an elected official position.	Jeffrey L Burns	\$225.00	1.20	\$270.00
Communicate (with client) 9/14/2021 Drafted update email to Council and Staff regarding status of Interlocal Agreements and remaining issues.	Jeffrey L Burns	\$225.00	0.40	\$90.00
Appear for/attend 9/14/2021 Prepared for and attended Niceville City Council meeting to ensure execution of Interlocal Agreements.	Jeffrey L Burns	\$225.00	3.00	\$675.00
Time 9/15/2021 Prepared for and attended TDC meeting to ensure Ordinance draft passed and forwarded to BOCC.	Jeffrey L Burns	\$225.00	1.00	\$225.00
Research 9/17/2021 Legal research into proper method for winding down Chapter 164 process.	Jeffrey L Burns	\$225.00	1.30	\$292.50
Communicate (with client) 9/17/2021 Conferred with City Attorney regarding remaining issues connected with ensuring clients' goals are accomplished; Conferred on whether it is bad faith to request an AGO.	Jeffrey L Burns	\$225.00	0.50	\$112.50
Research 9/19/2021 Legal research into whether AGO opinions can be rendered on actions already completed by elected boards.	Jeffrey L Burns	\$225.00	1.50	\$337.50
Appear for/attend 9/20/2021 Prepared for and attended City Council meeting to address TDT expansion issues and Chapter 164 issues.	Jeffrey L Burns	\$225.00	3.20	\$720.00
Communicate (with client) 9/20/2021 Conferred with City attorneys regarding issues to be addressed at Council meeting.	Jeffrey L Burns	\$225.00	0.30	\$67.50
Appear for/attend 9/21/2021 Prepared for and attended County Commission meeting.	Jeffrey L Burns	\$225.00	4.00	\$900.00
Draft/revise 9/24/2021 Drafted Final Report to City Council regarding progress and results of representation.	Jeffrey L Burns	\$225.00	2.50	\$562.50

Time Entries	Billed By	Rate	Hours	Sub
Draft/revise 9/28/2021 Revised and forwarded Final Report to City Council, City Manager, and City Clerk.	Jeffrey L Burns	\$225.00	1.10	\$247.50
Manage data/files 9/30/2021 Organized all non-exempt items generated during representation on TDC matter, along with all emails, and prepared link to forward all public records to City Clerk.	Jeffrey L Burns	\$225.00	2.50	\$562.50
Time Entries Total			62.10	\$13,972.50

Total (USD)	\$13,972.50
Paid	\$0.00
Balance	\$13,972.50

Trust Account Balance

Date	Item	Amount	Balance
10/8/2021	Current Balance		\$0.00

**REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 21, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Integrity*****

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(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 June 14, 2021 Budget Workshop
- B. Approval of minutes of June 14, 2021 Special City Council Meeting
- C. Approval of minutes of May 10, 2021 City Council Workshop

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

- A. Proclamation - Parks and Recreation Month
- B. Water Safety Video - Mr. Greg Fisher, CEO, Okaloosa County Watersports Operators Coalition

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

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

- A. Capital Project Status
- B. Operations Financial Report
- C. Historical Information on Harbor Master and Harbor Compliance Officer
- D. Potential implementation of a countywide Tourism Development Taxing District
- E. COMPASS System/EnerGov Update
- F. ANNOUNCEMENTS
 - 1) Independence Day Fireworks: July 4th, 9:00pm, East Pass.
 - 2) City facilities will be closed in observance of Independence Day on Monday July 5th, 2021.
 - 3) The next City Council meeting will be held on Tuesday July 6th, 2021 at 6:00pm, City Hall Annex.
 - 4) FY22 Capital Projects budget workshop will be held on Monday July 12th, 2021.

5. PUBLIC HEARINGS

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

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

- A. Councilmember Braden
 - A) Low Speed Vehicles (SLV)
 - B) Livery Vessel Fees
- B. Councilmember Ramswell
 - A) Submerged Land Lease follow-up direction
- C. Councilmember Destin
- D. Councilmember Morgan
- E. Councilmember Hebert
- F. Councilmember King
 - A) Catch and Release Pond at Crosstown Connector
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. **PUBLIC COMMENTS**

ADJOURNMENT

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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.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 21, 2021**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.D.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney**DATE:** June 16, 2021**SUBJECT:** Potential implementation of a countywide Tourism Development Taxing District

I. BACKGROUND: At the June 15, 2021, Okaloosa County Board of County Commissioners' (the "BOCC") meeting, the BOCC adopted a Resolution directing the Supervisor of Elections to hold a mail-in ballot only special referendum election on October 5, 2021, for the public to consider implementing the Tourism Development Taxing District on a countywide basis.

II. DISCUSSION: *General Description of the TDT:* The Tourism Development Tax (the "TDT") is an optional local tax imposed by counties at the discretion of their county commissioners through ordinance and then through its citizens by referendum. If a county elects to impose the TDT, then "every person who rents, leases, or lets for consideration any living quarters in any hotel motel, resort motel...for six months or less within the established taxing district must pay a tax not to exceed 6% on every dollar charged." Section 125.0104(3)(a)1., Fla. Stat. The TDT can only be spent on certain functions, generally relating to the promotion of tourism and infrastructure improvements within the taxing district. Section 125.0104(5), Fla. Stat. The Tourism Development Council (the "TDC") acts as the TDT's guardian and makes recommendations to the BOC relating to how the TDT should be spent. Generally, revenue generated by the TDT can only be spent in the taxing district where the tax is imposed. Therefore, if the TDT is imposed on less than the entire County, as is the case in Okaloosa County, TDT revenue and reserves can only be spent on projects and promoting tourism in that smaller subcounty special taxing district.

Pursuant to section 288.1226(13)(c)(2), Florida Statutes, the County must produce a summary of its financial data for each fiscal period. Although the County only imposes a 5% tax on every dollar charged instead of the maximum 6% allowed, in the fiscal year October 1, 2019, through September 30, 2020 (part of which was during the height of the COVID-19 pandemic), the TDT alone generated \$18,696,605.14 in revenue for the County.

An additional \$1,680,992.34 was generated from private sources such as interest earnings and service charges and \$484,879.78 was awarded in the form of grants. By the end of the fiscal year 2019, the County held \$44,386,587.00 in reserves.

Procedure for Levying the TDT: To levy the TDT, a county must follow the procedures outlined in section 125.0104(4), Florida Statutes. In essence, a county must first adopt an ordinance containing a "tourist development plan" described in section 125.0104(4)(c). The ordinance is effective only if "the electors of the county or the electors in the subcounty special taxing district in which the tax is to be levied approve the ordinance authorizing the levy and imposition of the tax" The referendum procedure is further described in subsection (6). It states that the ordinance cannot take effect until "approved in a referendum election by a majority of the electors voting in such election in the county or by a majority of the electors voting in the subcounty special tax district affected by the tax."

In Okaloosa County, Ordinance 89-23 first imposed the TDT. This ordinance was recently amended by Ordinance 18-18, which is codified in Chapter 20, Article II of the Okaloosa County Code of Ordinances. When first imposed, the County elected to tax only areas of high impact tourism. This generally includes the municipal limits of Destin, Fort Walton Beach, Mary Esther, Cinco Bayou, and unincorporated Okaloosa Island. This taxed area is referred to as the "subcounty special taxing district." Imposing the tax on an area greater than the current subcounty special taxing district requires strict compliance with the procedures described above.

TDC Composition: The TDC's composition is described in section 125.0104(4)(e), Florida Statutes. The TDC be composed of nine members. Six members must be persons "involved in the tourist industry and who have demonstrated an interest in tourist development" Two members must be "elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied." The remaining seat is filled by a County Commissioner.

Currently, the municipal seats in the subcounty special taxing district are occupied by Fort Walton Beach and Destin. Since Fort Walton Beach is the "most populous" municipality in the subcounty special taxing district, one of its elected officials must serve. If the taxing district is expanded to include the whole County, then one of the two municipal seats must be occupied by an elected official from the County's most populous City: Crestview.

Timeline: The County's passage of the June 15th Resolution began a clock on the potential implementation of a countywide TDT. Pursuant to the statute, the County may consider an ordinance levying the tax and implementing the countywide TDT at least 60 days after passage of the Resolution. The TDC must prepare a plan for tourist development (the "Plan") and submit the Plan to the BOC for approval. The Plan must "list, in order of priority...the proposed uses of the tax revenue by specific project or special use" The BOC is required to adopt the Plan as part of the ordinance levying the tax and implementing the countywide TDT. Even if adopted by the BOC, the ordinance is not effective unless it is approved by the electorate at the October 5th mail-in only special referendum election.

Regarding the vote, the County's current interpretation of the statute is that no citizen residing in the currently existing special taxing subdistrict may vote in the October 5th referendum election.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: Council's discretion.

Attachments:

None

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 21, 2021
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to add an agenda item “*Emergency asphalt repair for areas on Indian Bayou Drive and Calhoun Avenue*” under the City Manager Reports passed 6-0. Councilmember Schmidt was absent from the meeting.

Motion to approve the agenda, as amended, passed 6-0.

1. APPROVAL OF MINUTES

- A. Approval of minutes of June 14, 2021 City Council Budget Workshop

Motion to approve minutes of June 14, 2021 City Council Budget Workshop passed 6-0.

- B. Approval of minutes of June 14, 2021 Special City Council Meeting

Motion to approve minutes of June 14, 2021 Special City Council Meeting passed 6-0.

- C. Approval of minutes of May 10, 2021 City Council Workshop

Motion to approve minutes of May 10, 2021 City Council Workshop passed 6-0.

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

- A. Proclamation - Parks and Recreation Month

The mayor read the Proclamation designating the month of July 2021 as *Parks and Recreation Month* in the City of Destin, and then presented it to the Parks & Recreation Director Lisa Firth and members of the Parks & Recreation Committee.

B. Water Safety Video - Mr. Greg Fisher, CEO, Okaloosa County Watersports Operators Coalition

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

4. CITY MANAGER REPORTS

A. Capital Project Status

The Finance Director provided a summary of the current capital improvement projects, including year-to-date expenditures and encumbrances.

B. Operations Financial Report

The Finance Director discussed year-to-date versus actuals for the General Fund and the two CRAs.

C. Historical Information on Harbor Master and Harbor Compliance Officer

Councilmember Braden expressed the need for a full time Harbor Master who is totally dedicated to the Destin Harbor and focusing on issues related to the harbor, such as issues involving the livery vessels.

Councilmember Ramswell recommends authorizing staff to budget for the position if there is not enough money coming from increased livery vessel fees.

Councilmember Destin recommends putting in a budget request for the position for FY 2022, and for staff to provide Council a job description with a clear definition of Harbor Master responsibilities.

Council authorizes Councilmember Braden to work with the City Manager in drafting the job description for the Harbor Master.

D. Potential implementation of a countywide Tourism Development Taxing District

Motion to direct the City's legal staff to continue to work with the County attorneys and other stakeholders to find an acceptable compromise necessary to move ahead with the County's plan to expand the taxing district; and to authorize the city's hiring of Attorney Jeff Burns of the Burns Law Firm as special counsel (at \$225 per hour with a cap of \$5,000 for the next two weeks) to provide an analysis of the City's options moving forward, passed 6-0.

Councilmember Morgan asked Councilmember Hebert, the Council's representative to the TDD, to bring the following issues before the TDD at their meeting on Tuesday, June 22nd:

- **Request iron clad legal assurances that the money will be distributed equitably in areas in which it was generated.**

Councilmember Morgan requests the City's legal team:

- **Research and seek a legal opinion about the County preventing current taxing district citizens from voting in the special election.**
- **Research and render an opinion on how Walton County created their sub-districts.**
- **Determine whether the current bed tax rate of 5 cents will remain for Okaloosa County if the taxing district is expanded, or whether the north end of the County will start at 2 cents the same way Walton County has done; and provide advise on how to proceed.**
- **Provide a legal opinion on what options current taxing district municipalities have in withdrawing from the taxing district, if necessary.**

Councilmember Ramswell requests the City's legal team:

- **Determine the process involved in the city seceding from the county and creating a sub-district, or creating a county.**

E. COMPASS System/EnerGov Update

IT Manager Matthew Pace provided a COMPASS/EnerGov System implementation update.

F. Emergency asphalt repair for areas on Indian Bayou Drive and Calhoun Avenue

Motion to approve emergency repairs for storm piping under roadways on Indian Bayou Drive and Calhoun Avenue and accept repair quotes of \$28,162.50 and \$10,220 from H&T Contracting, the city's asphalt and stormwater maintenance contractor, passed 6-0.

G. ANNOUNCEMENTS

- 1) Independence Day Fireworks: July 4th, 9:00pm, East Pass**
- 2) City facilities will be closed in observance of Independence Day on Monday July 5th, 2021.**
- 3) The next City Council meeting will be held on Tuesday July 6th, 2021 at 6:00pm, City Hall Annex.**
- 4) FY 2022 Capital Projects budget workshop will be held on Monday July 12th, 2021, at 5:30 PM**
- 5) There were some very minor damages around the city from Tropical Storm Claudette**
- 6) The City will begin looking for some normalcy with regards to the dais, starting with obtaining Council's permission to take down the plexiglass and try to get the dais back to the way it used to be for the next Council meeting. It was the consensus of the Council to remove the plexiglass.**
- 7) The city is waiting to hear back from Mr. Greg Darden, Director of Business Development for Structured Parking Solutions, LLC, a continuing services contractor for the City, to attend a Council meeting, as requested by Council, to provide a brief presentation on establishing a shuttle system in Destin.**
- 8) Staff has looked into the mayor's ideas on portable toilets for future big special events on the harbor. There are other ideas staff may be able to come up with and some nicer units now available if they could obtain cooperation with some of their businesses on the harbor district.**

5. PUBLIC HEARINGS

6. CONSENT AGENDA

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

A) Councilmember Braden

1) Low Speed Vehicles (LSV)

Motion to take the item off the table and place it on the next meeting agenda for discussion passed 6-0.

The City Attorney and staff will also bring in some discussion items relating to Councilmember Braden's previous request to formulate a city ordinance prohibiting electric bicycles, scooters, skateboards, etc. from operating on sidewalks.

2) Livery Vessel Fees

3) City Manager's Annual Evaluation Review

The City Attorney will work with the HR Manager to determine the timelines for the City Manager's Annual Evaluation.

B) Councilmember Ramswell

1) 355 Gulf Shore Drive

Councilmember Ramswell advises the complainants (McCraws) to keep in touch with the city's Land Use Attorney so they can be kept apprised of what is happening with 355 Gulf Shore Drive.

2) Submerged Land Lease follow-up direction

Councilmember Ramswell requests the city's attorneys further examine the terms of the 2013 easement as to what it actually covers, and report back.

Motion to proceed with any required documentation to establish proper swimming buoys across the embayments passed 6-0.

- 3) Coast Guard Dredge – Status Update
- 4) Airport Road Improvements – Status Update
- 5) Coffee Manufacturing Plant on Mountain Drive – Status Update

Councilmember Ramswell asks staff to follow up with the complainant and inform them of their findings.

- 6) Norriego Point Project Bidding – Final Phase – Status Update

The roadway agreement and development application will be presented to Council for their consideration.

- 7) Calhoun-Zerbe Historical District – Status Update

Councilmember Ramswell asked staff to provide a copy of the historical map to Council.

- 8) Open Utility Cover on Indian Bayou Trail/Country Club Drive East Intersection – Update
- 9) Signage on Dog Park “Hot Pavement – Watch for Pet Paws”

Expressed gratitude to Lisa Firth for the signage. Council requests similar signage be placed on the Harborwalk pier and other places staff feels is appropriate to protect pets.

C) Councilmember Destin

Motion to invite the City's Franchise Attorney Schef Wright to appear at the next meeting to provide Council an update on the progress on the franchise and undergrounding agreements with Gulf Power passed 6-0.

D) Councilmember Morgan

E) Councilmember Hebert

Motion to authorize the city to create two signs for the beach baskets as part of the Leave No Trace initiative, and to place those signs at Crystal Beach and June White Decker Park passed 6-0.

F) Councilmember King

1) Catch and Release Pond at Crosstown Connector

G) Councilmember Schmidt

H) Mayor Gary Jarvis

The mayor and Commissioner Ponder are meeting with General Caine, Eglin Commander, on June 23rd to discuss plans for the Eglin property located on the west end of the Destin Bridge. The mayor will provide a report to Council at the next meeting.

I) Land Use Attorney

J) City Attorney

The City Attorney announced that the County is forming a negotiating team to discuss a new contract with Timberview Helicopters and requested that the City of Destin appoints a representative.

Motion to appoint the City Land Use Attorney Kim Kopp as the City's representative to the County passed 6-0.

8. PUBLIC COMMENTS

Mr. Jim Bagby recommends the city seeks answers to the following questions:

- According to State Statutes, the most populous municipality is guaranteed at least one of the two municipal elected official seats as a voting member of the TDC. Bay County codified that the municipality that generates the most bed tax revenue, which is Panama City Beach, would be guaranteed the other municipal elected official seat. Is the Okaloosa County ordinance codified such that the City of Destin will have a guaranteed seat since it generates the most bed tax revenue for Okaloosa County?**
- State statute states that at least 15% of registered voters on a previous election which created a taxing district is required just to file a petition for a special election to dissolve the district. Who gets to vote to expand the district?**
- Does the TDC produce the sales tax revenue that is paid by tourists in Okaloosa County?**

Ms. Sandy Trammell noted that dump trucks full of sand have been going through the residential neighborhoods on the east end of Mountain Drive. There is a sign on the east end of the street that states, "No Thru Trucks Over 7 Tons." A similar sign on the west end of the street is missing. She requested that the city takes the appropriate action and install another sign on the west end of Mountain Drive.

Councilmember Destin asked the City Manager to investigate this issue.

ADJOURNMENT: 8:55 PM

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of July 12, 2021 Budget Workshop
- B. Approval of minutes of June 21, 2021 Regular City Council Meeting

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

- A. Introduction of Captain Matt Abbott - Replacement for Major Mike Howell as District 3 Commander and City of Destin Liaison - Major Mike Howell, Okaloosa County Sheriff's Office

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. Consideration of a Joint Resolution Between Okaloosa County Municipalities to Address TDC Expansion Concerns.
- B. Consideration of resolution for the option of commencement of local government alternative dispute process under Chapter 164, Florida Statutes
- C. Adoption of 2021-2022 Strategic Plan
- D. Establishing the FY2022 Tentative Millage Rate and Budget Public Hearing Dates
- E. Capital Project Status
- F. Operations Financial Report
- G. Low Speed Vehicles
- H. Regulations relating to electric bicycles
- I. Update on Proposed Building Integrity Reports Post Certificate of Occupancy
- J. Council Approval of All Way Stop Signs at Regatta Bay Road (Dolphin St) and Woodwind/Windstarr Drive.

- K. Council approval of Cross Town Connector Multimodal Options
- L. Announcements:
 - 1. Special Election for vacant Destin City Council seat will be held on Tuesday July 20th, 2021 from 7am to 7pm.
 - 2. Budget workshop #3 tentatively scheduled on August 9th, 2021 at 5:30 pm in the Council Chambers.
 - 3. COMPASS can be accessed from the City's website if you would like to research the current status of new items in the system.

5. PUBLIC HEARINGS

- 6. ***CONSENT AGENDA** (No public comments)
 - A. Authorization to pay Jeff Burns, Burns Legal Solutions, PLLC
 - B. Agreement with Destin High School granting permission for use of the City Hall Annex as their Emergency Shelter
 - C. EPA Trash Free Waters Grant for Okaloosa County
- 7. **COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY** (No public comments)
 - A. Councilmember Braden
 - B. Councilmember Ramswell
 - 1) Voting delegate at the Florida League of Cities Annual Conference
 - 2) Destin High School path right-of-way
 - 3) Dress Up Destin community arts projects
 - C. Councilmember Destin
 - D. Councilmember Morgan
 - E. Councilmember Hebert
 - F. Councilmember King
 - G. Councilmember Schmidt
 - H. Mayor Gary Jarvis
 - I. Land Use Attorney
 - J. City Attorney

8. PUBLIC COMMENTS

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 19, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Kyle Bauman, City Attorney
Krystal Strickland, Finance Director

FROM: Lance Johnson, City Manager

DATE: July 12, 2021

SUBJECT: Authorization to pay Jeff Burns, Burns Legal Solutions, PLLC

I. BACKGROUND: On June 21, 2021, City Council motioned to authorize the hire of Special Counsel Jeff Burns of Burns Legal Solutions, PLLC to provide an analysis of the City's options concerning Okaloosa County's plan to expand the Tourist Development Taxing District, and placed a cap on costs to not exceed \$5,000.00 for the following two week period. Subsequently on July 6, 2021, City Council entered into agreement with Special Counsel Burns for an hourly rate of \$225.00 with no cap or expiration date.

II. DISCUSSION: The City has received Invoice No. 2021003057 from Burns Legal Solutions, PLLC dated 07/08/21 in the amount of \$7,470.00, this amount exceeds the \$5,000.00 not-to-exceed instituted by Council. City manager is requesting authorization to pay the outstanding invoice.

A. Link to Strategic Goals / Objectives: Objective 5B Enhance Opportunities for economic growth and diversity within the City

B. Effect on Budget (EOB): Funding is from "Miscellaneous Representation".

	FY2021 BUDGET
0151430-531005	
Legal Svcs-Misc Representation	\$ 128,700
FY21 Revised Budget	128,700
Internal Transfer	-
Previous Expenses/Encumbrances	49,282
Available Program Budget	177,982
This Agreement +(-)	7,470
FY21 Remaining Program Budget	\$ 185,452

C. Level of Service (LOS): Increased level of service.

III. CONCLUSION: Staff is seeking Council's authorization to pay the current balance due.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to pay the balance due on the Burns Firm Invoice No. 2021003057.

Attachments:

1. Burns Legal Solutions, PLLC Inv.
2021003057



Burns Legal Solutions, PLLC

P.O. Box 4097
Shalimar, FL 32579
US
accounting@burnsfirmlegal.com
www.burnsfirmlegal.com
O: 850-582-5765

INVOICE

Number	2021003057
Issue Date	7/8/2021
Due Date	8/6/2021
Matter	15 - TDD Expansion 2021 Referendum Issues
Email	accountspayable@cityofdestin.com

Bill To:

City of Destin
4200 Indian Trail Drive
Destin, Florida 32541
O: (850) 837-4242

	Billed By	Rate	Hours	Subtotal
6/18/2021 Legal research into case law covering situations where voters approve of local tax referenda that involve ballot language that conflicts with express statutory language.	JLB	\$225.00	2.50	\$562.50
6/19/2021 Legal research into whether City has the standing to seek relief against County directly for voter disenfranchisement.	JLB	\$225.00	2.20	\$495.00
6/20/2021 Legal research into State Constitution for provisions on local taxation, referendums, and whether Attorney General Opinions are considered legal precedent.	JLB	\$225.00	1.50	\$337.50
6/21/2021 Legal research into Florida Statutes for any legislative grants of authority to levy Tourist Development Taxes other than those found within Chapter 125, and Chapter 212, Florida Statutes.	JLB	\$225.00	1.30	\$292.50
6/22/2021 Legal research into all Attorney General Opinions covering TD Taxing Districts; Legal research into all underlying authority cited within each Attorney General Opinion covering TD Taxing Districts.	JLB	\$225.00	1.80	\$405.00
6/23/2021 Legal research into Chapter 164 ADR procedures; Drafted chart setting forth procedures to present to City Council.	JLB	\$225.00	2.50	\$562.50
6/24/2021 Prepared for and attended teleconference with Walton County's acting general counsel to discuss Walton County's recent TDC expansion from one district to two subdistricts.	JLB	\$225.00	1.60	\$360.00

	Billed By	Rate	Hours	Subtotal
6/25/2021 Reviewed minutes of all Okaloosa County BOCC Meetings wherein TDC Expansion has been discussed; Reviewed minutes of all Bay County BOCC Minutes wherein 2021 Bay County TDC Expansion was discussed; Reviewed minutes of all Walton County BOCC Meetings wherein 2020 TDC Expansion was discussed.	JLB	\$225.00	1.80	\$405.00
6/26/2021 Reviewed minutes of all Okaloosa County TDC Advisory Board Meetings wherein TDC Expansion has been discussed; Reviewed minutes of all Bay County TDC Advisory Board Meetings wherein 2021 Bay County TDC Expansion was discussed; Reviewed minutes of all Walton County TDC Advisory Board Meetings wherein 2020 TDC Expansion was discussed.	JLB	\$225.00	1.50	\$337.50
6/28/2021 Reviewed language from various ballots regarding TDC referendums and compared to controlling case law covering similar sales and use taxes.	JLB	\$225.00	1.30	\$292.50
6/30/2021 Researched, outlined, and commenced with drafting report to Council.	JLB	\$225.00	3.90	\$877.50
7/1/2021 Revised Report on TDC Expansion.	JLB	\$225.00	3.60	\$810.00
7/2/2021 Completed and forwarded Report on Unlawful TDC Expansion to Destin City Council.	JLB	\$225.00	2.90	\$652.50
7/5/2021 Research into Department of Revenue records to ascertain how many counties have formed TDCs countywide versus those whom have started with sub-county districts; Research into which counties whom has started with sub-county districts have expanded sub-county districts to either countywide or larger sub-county districts.	JLB	\$225.00	1.20	\$270.00
7/6/2021 Prepared for and attended City Council meeting, and delivered report to City Council regarding TDC Expansion concerns.	JLB	\$225.00	3.60	\$810.00
		Total	33.20	\$7,470.00



Total (USD)	\$7,470.00
Paid	\$0.00
Balance	\$7,470.00

OK TO PAY

PO# - VENDOR#

AMOUNT \$ 7470.00

ORG 0151430 OBJ 531005

PROJECT

APPROVER / DATE

*ok to pay \$5,000.
Balance going to Council for
approval on July 19, 21. JAJ*

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 19, 2021
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to approve the agenda passed 7-0.

1. APPROVAL OF MINUTES

- A. Approval of minutes of July 12, 2021 Budget Workshop

**Motion to approve minutes of July 12, 2021
Budget Workshop passed 7-0.**

- B. Approval of minutes of June 21, 2021 Regular City Council Meeting

**Motion to approve minutes of June 21, 2021
Regular City Council meeting 7-0.**

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

- A. Introduction of Captain Matt Abbott - Replacement for Major Mike Howell as District 3 Commander and City of Destin Liaison - Major Mike Howell, Okaloosa County Sheriff's Office

**Major Mike Howell introduced Capt. Matt
Abbott, the new District 3 Commander
and City of Destin Liaison.**

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

4. CITY MANAGER REPORTS

- A. Consideration of a Joint Resolution Between Okaloosa County Municipalities to Address TDC Expansion Concerns.

**Motion to adopt Joint Resolution 21-01
passed 6-1; with Councilmember Braden
dissenting.**

- B. Consideration of resolution for the option of commencement of local government alternative dispute process under Chapter 164, Florida Statutes

Motion to adopt Resolution 21-08 passed 7-0.

It was the consensus of the council to designate Council members Ramswell and Schmidt as the formal council representatives for the first public meeting with Okaloosa Board of County Commissioners.

- C. Adoption of 2021-2022 Strategic Plan

Motion to approve the Strategic Plan and Strategic Goal Poster as presented passed 7-0.

- D. Establishing the FY2022 Tentative Millage Rate and Budget Public Hearing Dates

Motion to set the tentative millage rate for ad valorem taxes at 1.6150 mills which is more than the roll-back rate of 1.5566 mills and confirm the dates and times of the public hearings for the FY 2022 Budget on September 9, 2021 at 5:30 PM and September 20, 2021 at 6:00 PM, passed 7-0.

- E. Capital Project Status

The Finance Director provided a summary of the current capital improvement projects, with status and year-to-date expenditures and encumbrances.

- F. Operations Financial Report

The Finance Director presented the year-to-date budget versus actuals for the General Fund and the Harbor and Town Center CRAs.

G. Low Speed Vehicles

Motion to advertise proposed ordinance on low-speed vehicles and bring it back to council for first reading passed 5-2; with Council members Schmidt and Destin dissenting.

H. Regulations relating to electric bicycles

No action from council.

I. Update on Proposed Building Integrity Reports Post Certificate of Occupancy

Extensive research for potential processes for periodic follow-up inspections of properties after the Certificate of Occupancy has been issued is currently ongoing. Staff will compile all information and provide council a proposed ordinance recommendation at the August 2, 2021 City Council meeting.

J. Council Approval of All Way Stop Signs at Regatta Bay Road (Dolphin St) and Woodwind/Windstarr Drive.

Motion to direct the City Manager to implement an all-way stop sign at the intersection of Regatta Bay Road (Dolphin Street) and Woodwind / Windstarr Drives, passed 7-0.

Councilmember Schmidt recommends they also consider implementing an all-way stop sign on other areas on Crystal Beach which Mr. Bagby spoke about earlier in the meeting.

K. Council approval of Cross-Town Connector Multimodal Options

Motion to direct the City Manager to implement Option No. 1 and to bring forth a contract amendment to amend Atkins contract scope and fee not to exceed the option selected passed 6-1; with Councilmember Ramswell dissenting.

L. Announcements:

1. Special Election for vacant Destin City Council seat will be held on Tuesday July 20th, 2021 from 7am to 7pm.
2. Budget workshop #3 tentatively scheduled on August 9th, 2021 at 5:30 pm in the Council Chambers.
3. COMPASS can be accessed from the City's website if you would like to research the current status of new items in the system.

The Deputy City Manager provided a brief demonstration on how to launch the COMPASS system and conduct a search on the city's website.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. Authorization to pay Jeff Burns, Burns Legal Solutions, PLLC
- B. Agreement with Destin High School granting permission for use of the City Hall Annex as their Emergency Shelter
- C. EPA Trash Free Waters Grant for Okaloosa County

Councilmember Ramswell requested that Consent Agenda 6B be pulled and voted upon separately.

Motion to approve Consent Agenda items 6A and 6C, as printed above, passed 7-0.

Motion to approve Consent Agenda item 6B, as printed above, passed 6-0. Councilmember Ramswell abstained from voting.

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

- A. Councilmember Braden

B. Councilmember Ramswell

- 1) Voting delegate at the Florida League of Cities Annual Conference

Motion to designate Councilmember Ramswell as the voting delegate to the Florida League of Cities Annual Conference in August 2021 passed 7-0.

- 2) Destin High School path right-of-way
- 3) Dress Up Destin community arts projects

C. Councilmember Destin

Motion to ask the City Manager to place a slightly raised, Crystal Beach-style pedestrian walkway, on the corner of Zerbe Street to Calhoun Avenue, and across toward the Capt. Leonard Destin Park passed 7-0.

- D. Councilmember Morgan
E. Councilmember Hebert
F. Councilmember King
G. Councilmember Schmidt

A company that looks at budgets and expenses and provides cost saving options recently met with the City Manager and Finance Director. Councilmember Schmidt requested that the City Manager shares any information and advice they received from the company at the next council meeting.

The City Manager will provide a summary and seek further direction at that time.

Councilmember Schmidt asked staff to get an update on the contract negotiations between Timberview Helicopters and Okaloosa County and if and when a meeting has been held between the two parties.

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

8. PUBLIC COMMENTS

**REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 20, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Respect*****

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 September 9, 2021 Special City Council Meeting

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

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. Tourist Development Taxing District Expansion - Update

B. Capital Project Status

C. Operations Financial Report

D. Mobility Plan and Fee Schedule Update

E. Leave No Trace/Turtle Flashlights

F. Miscellaneous Median Maintenance Services, authorization to renew contract with price increases

G. Announcements

5. PUBLIC HEARINGS

A. Second reading of Ordinance 21-17-CN Adopting the Fiscal Year 2022 Millage Rate

B. Second reading of Ordinance 21-18-CN Adopting the Fiscal Year 2022 Budget

6. *CONSENT AGENDA (No public comments)

A. 18-20-SP Vintage Destin, Right of Way Preliminary Acceptance - Palm Street Extension

B. Approval for Concessions Contract

- C. Miscellaneous Fire and Security Monitoring, authorization to renew contract
- D. Miscellaneous Concrete Services, authorization to execute a contract
- E. Resolution 21-12 37th Annual Christmas Parade
- F. Burns Legal Solutions: Payment Authorization
- G. Okaloosa County Sheriff Office Service Agreement FY2022

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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

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

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

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

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

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

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

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

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: September 20, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.F.

TO: City Council

THRU: Kyle Bauman, City Attorney
Krystal Strickland, Finance Director

FROM: Lance Johnson, City Manager

DATE: September 13, 2021

SUBJECT: Burns Legal Solutions: Payment Authorization

I. BACKGROUND: On June 21, 2021, City Council motioned to authorize the hire of Special Counsel Jeff Burns of Burns Legal Solutions, PLLC to provide an analysis of the City's options concerning Okaloosa County's plan to expand the Tourist Development Taxing District and placed a cap on costs to not exceed \$5,000.00 for the following two week period. Subsequently on July 6, 2021, City Council entered into agreement with Special Counsel Burns for an hourly rate of \$225.00 with no cap or expiration date.

II. DISCUSSION: The City has received Invoice No. 2021003064 from Burns Legal Solutions, PLLC dated 09/09/21 in the amount of \$18,787.50 for the month of August, which exceeds the initial \$5,000.00 cap approved by City Council during the June 21, 2021 Regular City Council meeting; however, it is billed at the hourly rate of \$225.00 agreed upon with no cap or expiration date. During the July 19, 2021 Regular City Council meeting, Council approved invoice 2021003057 from Burns Legal Solutions, PLLC.

A. Link to Strategic Goals / Objectives: Objective 5B Enhance Opportunities for economic growth and diversity within the City.

B. Effect on Budget (EOB): Staff is requesting authorization to pay invoice number 2021003064 in the amount of \$18,787.50 for August 2021 services to be charged to the miscellaneous representation account.

	FY2021 BUDGET
0151430-531005	
Legal Svcs - Misc Representation	\$ 128,700
FY21 Adopted Budget	128,700
Internal Transfer	-
Previous Expenses/Encumbrances	(74,349)
Available Program Budget	54,351
This Agreement +(-)	(18,788)
FY21 Remaining Program Budget	\$ 35,564

C. Level of Service (LOS): Increased level of service

III. CONCLUSION: Staff is seeking Council's authorization to pay the current invoice due.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to pay the balance due on the Burns Firm Invoice No. 2021003064.

Attachments:

1. Burns Firm Inv 2021003064
2. jun21action agenda
3. Agenda 6.21.2021 Reg City Council
4. Item 4.D. 6.21.2021
5. Agenda 7.19.2021 Reg City Council
6. Item 6.A. 7.19.2021
7. jul19 action agenda



Burns Legal Solutions, PLLC

INVOICE

P.O. Box 4097
Shalimar, FL 32579
US
accounting@burnsfirmllegal.com
www.burnsfirmllegal.com
O: 850-582-5765

OK TO PAY
PO# VENDOR# 6490
AMOUNT \$18,787.50
ORG 0151430 OBJ 531005
PROJECT
APPROVER / DATE

Number	2021003064
Issue Date	9/9/2021
Due Date	10/9/2021
Email	accountspayable@cityofdestin.com

Bill To:

City of Destin
4200 Indian Trail Drive
Destin, Florida 32541
O: (850) 837-4242



Time Entries

Time Entries	Billed By	Rate	Hours	Sub
Communicate (other external) 8/2/2021 Emails with Crestview Attorney regarding Crestview's status in 164 proceedings and whether Crestview is attempting a separate process.	Jeffrey L Burns	\$225.00	0.40	\$90.00
Appear for/attend 8/2/2021 Prepared for and attended Valparaiso City Commission meeting and invited Valparaiso to appear in Chapter 164 proceedings.	Jeffrey L Burns	\$225.00	1.90	\$427.50
Appear for/attend 8/2/2021 Prepared for an attended Destin City Council meeting for purposes of answering any questions from Council regarding Chapter 164 process and TDD expansion.	Jeffrey L Burns	\$225.00	3.50	\$787.50
Communicate (other external) 8/2/2021 Corresponded with Crestview City Attorney clarifying Chapter 164 process initiated by City of Crestview is part of the Chapter 164 process initiated by the City of Destin.	Jeffrey L Burns	\$225.00	0.50	\$112.50
Time 8/3/2021 Prepared for and attended Okaloosa County BOCC meeting on behalf of City, and conveyed request for newly appointed TDC member Dewey Destin to be placed on next BOCC agenda for confirmation; Informally met with County Administrator and County Attorney, and met individually with several Commissioners after BOCC meeting, for purposes of ascertaining whether litigation alternatives exist.	Jeffrey L Burns	\$225.00	4.50	\$1,012.50

Time Entries	Billed By	Rate	Hours	Sub
Other 8/3/2021 Conferred with City Attorney Kyle Bauman regarding a detailed walkthrough of previous compromise strategies; Reviewed most recent draft of TDT District Expansion ordinance, and compared supermajority language to that found in Chapter 125.0104 (TDT Statute); Drafted email to County Attorney requesting meeting with County Administrator, Deputy County Administrator, County Attorney, Destin City Manager, Destin City Attorney, and Destin Land Use Attorney, detailing possible topics to discuss to ascertain if there are non-litigation alternatives available as a compromise on the TDT Expansion.	Jeffrey L Burns	\$225.00	2.70	\$607.50
Review/analyze 8/3/2021 Reviewed letter from Mayor of Niceville, indicating intent to take part in Chapter 164 process; Forwarded same to County Attorney.	Jeffrey L Burns	\$225.00	0.30	\$67.50
Communicate (with client) 8/3/2021 Conference call with City Manager, Deputy City Manager, and City Attorney regarding Chapter 164 status, results from BOCC meeting and post meeting discussions, and regarding a comprehensive update on potential outcomes and what to expect.	Jeffrey L Burns	\$225.00	0.90	\$202.50
Review/analyze 8/3/2021 Reviewed Resolution executed by Crestview City Council, and cover letter, and compared to client's own Resolution and letter to ascertain whether Crestview is procedurally undercutting client.	Jeffrey L Burns	\$225.00	0.30	\$67.50
Communicate (with client) 8/3/2021 Emails with City Staff and City Attorneys regarding 164 issues.	Jeffrey L Burns	\$225.00	0.40	\$90.00
Communicate (with client) 8/2/2021 Reviewed media inquiry and forwarded to client; Responded to Client's questions about inquiry.	Jeffrey L Burns	\$225.00	0.30	\$67.50
Communicate (with client) 8/4/2021 Email to staff regarding special issues related to noticing the Chapter 164 process.	Jeffrey L Burns	\$225.00	0.20	\$45.00
Communicate (with client) 8/5/2021 Email to Councilmember regarding their concern over BOCC's messaging on social media, and how to open dialogue with BOCC.	Jeffrey L Burns	\$225.00	0.20	\$45.00
Communicate (other external) 8/5/2021 Emails with County and City representatives coordinating meeting on August 10th to explore avenues of compromise.	Jeffrey L Burns	\$225.00	0.40	\$90.00
Communicate (other external) 8/6/2021 Communicated meeting request to County Attorney regarding meeting requested by Commissioner Ponder to meet on strategies beneficial to City.	Jeffrey L Burns	\$225.00	0.20	\$45.00
Communicate (other external) 8/6/2021 Contacted County Clerk JD Peacock and scheduled meeting regarding TDT Expansion issues.	Jeffrey L Burns	\$225.00	0.20	\$45.00

Time Entries	Billed By	Rate	Hours	Sub
Communicate (other external) 8/8/2021 Reviewed email from Niceville attorney regarding their participation in 164 proceedings.	Jeffrey L Burns	\$225.00	0.10	\$22.50
Appear for/attend 8/10/2021 Prepared for and attended virtual meeting with County Administrator, Deputy County Administrator, County Attorney, City Manager, and City Attorney, regarding whether there are items County is willing to negotiate on to achieve a compromise.	Jeffrey L Burns	\$225.00	2.90	\$652.50
Appear for/attend 8/10/2021 Prepared for and attended meeting with Clerk of Court to discuss the efficacy of local collection methods, and to make inquiry of the Clerk, in his role as Comptroller, as to whether there are any TDT reserve funds available.	Jeffrey L Burns	\$225.00	4.70	\$1,057.50
Time 8/11/2021 Prepared for and attended conference call with City Attorney, and Attorney Hayward Dykes regarding potential common issues that existing Sub District municipalities can unite on as part of potential Chapter 164 compromise.	Jeffrey L Burns	\$225.00	1.70	\$382.50
Communicate (other outside counsel) 8/11/2021 Phone calls with Attorney Robert Powell, of the Moorehead Law Group, regarding potential litigation strategy if City is unable to reach a compromise through the Chapter 164 process.	Jeffrey L Burns	\$225.00	1.50	\$337.50
Appear for/attend 8/12/2021 Prepared for and attended meeting at County Admin Office with Commissioner Ponder, and the County Attorneys, regarding potential avenues to explore to avoid litigation over the issues raised in the Chapter 164 process.	Jeffrey L Burns	\$225.00	4.60	\$1,035.00
Appear for/attend 8/16/2021 Prepared for and attended meeting at Fort Walton Beach City Hall with City Attorney, City Manager, and attorneys and managers for Fort Walton Beach, Cinco Bayou, and Mary Esther regarding proposed unified position on TDD Expansion, and to explore shared positions on potential compromises.	Jeffrey L Burns	\$225.00	4.00	\$900.00
Research 8/17/2021 Reviewed TDC Budgets for the last 3 years, and calculated potential reserves available to serve as funding source for a compromise.	Jeffrey L Burns	\$225.00	3.00	\$675.00
Communicate (other external) 8/17/2021 Multiple calls and emails with City Manager, County Attorney, and other Municipal attorneys regarding a firm date for the second Chapter 164 public meeting.	Jeffrey L Burns	\$225.00	0.50	\$112.50
Communicate (with client) 8/18/2021 Conferred with City Attorney after Chapter 164 meeting regarding strategy for the next few weeks.	Jeffrey L Burns	\$225.00	1.80	\$405.00
Appear for/attend 8/18/2021 Prepared for and attended first Chapter 164 joint meeting between the County and Municipalities, conducted in the Board of County Commissioners' Meeting Room.	Jeffrey L Burns	\$225.00	5.90	\$1,327.50

Time Entries	Billed By	Rate	Hours	Sub
Draft/revise 8/19/2021 Drafted public records request to County for any records evincing there are TDT Reserves not already encumbered or allocated.	Jeffrey L Burns	\$225.00	1.10	\$247.50
Communicate (with client) 8/23/2021 Phone call with Councilmember regarding questions about TDC meeting.	Jeffrey L Burns	\$225.00	0.40	\$90.00
Communicate (other external) 8/23/2021 Communications with City Attorney and attorneys for other Municipalities regarding lack of reserves available, and impact that will on tomorrow's meeting.	Jeffrey L Burns	\$225.00	0.40	\$90.00
Communicate (with client) 8/24/2021 Multiple communications with City Staff, and both City Attorneys regarding results of meeting, and expectations going forward.	Jeffrey L Burns	\$225.00	1.50	\$337.50
Appear for/attend 8/24/2021 Prepared for and attended meeting at Niceville City Hall, between all Municipal managers and attorneys, for purposes of exploring compromise positions on Chapter 164 issues.	Jeffrey L Burns	\$225.00	4.70	\$1,057.50
Research 8/25/2021 Legal research into whether a Board of County Commissioners can override a Tourist Development Council's refusal to approve of a Tourist Development Plan.	Jeffrey L Burns	\$225.00	1.70	\$382.50
Draft/revise 8/25/2021 Drafted memorandum to City Council setting forth the terms that the representatives of the Municipalities agreed upon at yesterday's meeting.	Jeffrey L Burns	\$225.00	2.50	\$562.50
Communicate (other external) 8/25/2021 Numerous communications to representatives of the County and other Municipalities explaining that the City of Destin shall not cancel or reschedule the Chapter 164 meeting set for September 8th.	Jeffrey L Burns	\$225.00	0.40	\$90.00
Draft/revise 8/26/2021 Drafted initial draft of proposed Interlocal Agreement based on results of all meetings conducted since inception of 164 process.	Jeffrey L Burns	\$225.00	6.40	\$1,440.00
Communicate (other external) 8/26/2021 Call with Attorney Hayward Dykes regarding proposed Interlocal Agreement.	Jeffrey L Burns	\$225.00	0.30	\$67.50
Research 8/26/2021 Researched census data for the County and for each individual municipality; Reviewed modified census formula used for Gas Tax interlocal agreement executed in 2017.	Jeffrey L Burns	\$225.00	1.20	\$270.00
Draft/revise 8/27/2021 Revised proposed Interlocal Agreement and provided draft to Crestview City Attorney.	Jeffrey L Burns	\$225.00	2.60	\$585.00

Time Entries	Billed By	Rate	Hours	Sub
Communicate (other external) 8/28/2021 Emails with Crestview attorney regarding proposed Interlocal Agreement.	Jeffrey L Burns	\$225.00	0.20	\$45.00
Draft/revise 8/29/2021 Further revised proposed Interlocal Agreement based on feedback from City Attorney and attorney for the City of Crestview.	Jeffrey L Burns	\$225.00	1.80	\$405.00
Communicate (other external) 8/30/2021 Numerous calls and emails with attorneys for Crestview, Fort Walton Beach, Mary Esther, and Valparaiso regarding provisions of proposed Interlocal Agreement.	Jeffrey L Burns	\$225.00	2.20	\$495.00
Communicate (with client) 8/30/2021 Phone calls with City Manager and City Attorneys regarding proposed Interlocal Agreement.	Jeffrey L Burns	\$225.00	0.60	\$135.00
Appear for/attend 8/30/2021 Prepared for and attended City Council Meeting, and presented proposed Interlocal Agreement to City Council.	Jeffrey L Burns	\$225.00	4.30	\$967.50
Draft/revise 8/31/2021 Revised proposed Interlocal Agreement based upon vote and input from City Council on 8-30-2021.	Jeffrey L Burns	\$225.00	3.50	\$787.50
Communicate (with client) 8/31/2021 Email with City Manager regarding upcoming 164 meeting.	Jeffrey L Burns	\$225.00	0.10	\$22.50
Time Entries Total			83.50	\$18,787.50
Total (USD)				\$18,787.50
Paid				\$0.00
Balance				\$18,787.50

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 21, 2021
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to add an agenda item “*Emergency asphalt repair for areas on Indian Bayou Drive and Calhoun Avenue*” under the City Manager Reports passed 6-0. Councilmember Schmidt was absent from the meeting.

Motion to approve the agenda, as amended, passed 6-0.

1. APPROVAL OF MINUTES

- A. Approval of minutes of June 14, 2021 City Council Budget Workshop

Motion to approve minutes of June 14, 2021 City Council Budget Workshop passed 6-0.

- B. Approval of minutes of June 14, 2021 Special City Council Meeting

Motion to approve minutes of June 14, 2021 Special City Council Meeting passed 6-0.

- C. Approval of minutes of May 10, 2021 City Council Workshop

Motion to approve minutes of May 10, 2021 City Council Workshop passed 6-0.

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

- A. Proclamation - Parks and Recreation Month

The mayor read the Proclamation designating the month of July 2021 as *Parks and Recreation Month* in the City of Destin, and then presented it to the Parks & Recreation Director Lisa Firth and members of the Parks & Recreation Committee.

B. Water Safety Video - Mr. Greg Fisher, CEO, Okaloosa County Watersports Operators Coalition

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

4. CITY MANAGER REPORTS

A. Capital Project Status

The Finance Director provided a summary of the current capital improvement projects, including year-to-date expenditures and encumbrances.

B. Operations Financial Report

The Finance Director discussed year-to-date versus actuals for the General Fund and the two CRAs.

C. Historical Information on Harbor Master and Harbor Compliance Officer

Councilmember Braden expressed the need for a full time Harbor Master who is totally dedicated to the Destin Harbor and focusing on issues related to the harbor, such as issues involving the livery vessels.

Councilmember Ramswell recommends authorizing staff to budget for the position if there is not enough money coming from increased livery vessel fees.

Councilmember Destin recommends putting in a budget request for the position for FY 2022, and for staff to provide Council a job description with a clear definition of Harbor Master responsibilities.

Council authorizes Councilmember Braden to work with the City Manager in drafting the job description for the Harbor Master.

D. Potential implementation of a countywide Tourism Development Taxing District

Motion to direct the City's legal staff to continue to work with the County attorneys and other stakeholders to find an acceptable compromise necessary to move ahead with the County's plan to expand the taxing district; and to authorize the city's hiring of Attorney Jeff Burns of the Burns Law Firm as special counsel (at \$225 per hour with a cap of \$5,000 for the next two weeks) to provide an analysis of the City's options moving forward, passed 6-0.

Councilmember Morgan asked Councilmember Hebert, the Council's representative to the TDD, to bring the following issues before the TDD at their meeting on Tuesday, June 22nd:

- **Request iron clad legal assurances that the money will be distributed equitably in areas in which it was generated.**

Councilmember Morgan requests the City's legal team:

- **Research and seek a legal opinion about the County preventing current taxing district citizens from voting in the special election.**
- **Research and render an opinion on how Walton County created their sub-districts.**
- **Determine whether the current bed tax rate of 5 cents will remain for Okaloosa County if the taxing district is expanded, or whether the north end of the County will start at 2 cents the same way Walton County has done; and provide advise on how to proceed.**
- **Provide a legal opinion on what options current taxing district municipalities have in withdrawing from the taxing district, if necessary.**

Councilmember Ramswell requests the City's legal team:

- **Determine the process involved in the city seceding from the county and creating a sub-district, or creating a county.**

E. COMPASS System/EnerGov Update

IT Manager Matthew Pace provided a COMPASS/EnerGov System implementation update.

F. Emergency asphalt repair for areas on Indian Bayou Drive and Calhoun Avenue

Motion to approve emergency repairs for storm piping under roadways on Indian Bayou Drive and Calhoun Avenue and accept repair quotes of \$28,162.50 and \$10,220 from H&T Contracting, the city's asphalt and stormwater maintenance contractor, passed 6-0.

G. ANNOUNCEMENTS

- 1) Independence Day Fireworks: July 4th, 9:00pm, East Pass**
- 2) City facilities will be closed in observance of Independence Day on Monday July 5th, 2021.**
- 3) The next City Council meeting will be held on Tuesday July 6th, 2021 at 6:00pm, City Hall Annex.**
- 4) FY 2022 Capital Projects budget workshop will be held on Monday July 12th, 2021, at 5:30 PM**
- 5) There were some very minor damages around the city from Tropical Storm Claudette**
- 6) The City will begin looking for some normalcy with regards to the dais, starting with obtaining Council's permission to take down the plexiglass and try to get the dais back to the way it used to be for the next Council meeting. It was the consensus of the Council to remove the plexiglass.**
- 7) The city is waiting to hear back from Mr. Greg Darden, Director of Business Development for Structured Parking Solutions, LLC, a continuing services contractor for the City, to attend a Council meeting, as requested by Council, to provide a brief presentation on establishing a shuttle system in Destin.**
- 8) Staff has looked into the mayor's ideas on portable toilets for future big special events on the harbor. There are other ideas staff may be able to come up with and some nicer units now available if they could obtain cooperation with some of their businesses on the harbor district.**

5. PUBLIC HEARINGS

6. CONSENT AGENDA

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

A) Councilmember Braden

1) Low Speed Vehicles (LSV)

Motion to take the item off the table and place it on the next meeting agenda for discussion passed 6-0.

The City Attorney and staff will also bring in some discussion items relating to Councilmember Braden's previous request to formulate a city ordinance prohibiting electric bicycles, scooters, skateboards, etc. from operating on sidewalks.

2) Livery Vessel Fees

3) City Manager's Annual Evaluation Review

The City Attorney will work with the HR Manager to determine the timelines for the City Manager's Annual Evaluation.

B) Councilmember Ramswell

1) 355 Gulf Shore Drive

Councilmember Ramswell advises the complainants (McCraws) to keep in touch with the city's Land Use Attorney so they can be kept apprised of what is happening with 355 Gulf Shore Drive.

2) Submerged Land Lease follow-up direction

Councilmember Ramswell requests the city's attorneys further examine the terms of the 2013 easement as to what it actually covers, and report back.

Motion to proceed with any required documentation to establish proper swimming buoys across the embayments passed 6-0.

- 3) Coast Guard Dredge – Status Update
- 4) Airport Road Improvements – Status Update
- 5) Coffee Manufacturing Plant on Mountain Drive – Status Update

Councilmember Ramswell asks staff to follow up with the complainant and inform them of their findings.

- 6) Norriego Point Project Bidding – Final Phase – Status Update

The roadway agreement and development application will be presented to Council for their consideration.

- 7) Calhoun-Zerbe Historical District – Status Update

Councilmember Ramswell asked staff to provide a copy of the historical map to Council.

- 8) Open Utility Cover on Indian Bayou Trail/Country Club Drive East Intersection – Update
- 9) Signage on Dog Park “Hot Pavement – Watch for Pet Paws”

Expressed gratitude to Lisa Firth for the signage. Council requests similar signage be placed on the Harborwalk pier and other places staff feels is appropriate to protect pets.

C) Councilmember Destin

Motion to invite the City's Franchise Attorney Schef Wright to appear at the next meeting to provide Council an update on the progress on the franchise and undergrounding agreements with Gulf Power passed 6-0.

D) Councilmember Morgan

E) Councilmember Hebert

Motion to authorize the city to create two signs for the beach baskets as part of the Leave No Trace initiative, and to place those signs at Crystal Beach and June White Decker Park passed 6-0.

F) Councilmember King

1) Catch and Release Pond at Crosstown Connector

G) Councilmember Schmidt

H) Mayor Gary Jarvis

The mayor and Commissioner Ponder are meeting with General Caine, Eglin Commander, on June 23rd to discuss plans for the Eglin property located on the west end of the Destin Bridge. The mayor will provide a report to Council at the next meeting.

I) Land Use Attorney

J) City Attorney

The City Attorney announced that the County is forming a negotiating team to discuss a new contract with Timberview Helicopters and requested that the City of Destin appoints a representative.

Motion to appoint the City Land Use Attorney Kim Kopp as the City's representative to the County passed 6-0.

8. PUBLIC COMMENTS

Mr. Jim Bagby recommends the city seeks answers to the following questions:

- **According to State Statutes, the most populous municipality is guaranteed at least one of the two municipal elected official seats as a voting member of the TDC. Bay County codified that the municipality that generates the most bed tax revenue, which is Panama City Beach, would be guaranteed the other municipal elected official seat. Is the Okaloosa County ordinance codified such that the City of Destin will have a guaranteed seat since it generates the most bed tax revenue for Okaloosa County?**
- **State statute states that at least 15% of registered voters on a previous election which created a taxing district is required just to file a petition for a special election to dissolve the district. Who gets to vote to expand the district?**
- **Does the TDC produce the sales tax revenue that is paid by tourists in Okaloosa County?**

Ms. Sandy Trammell noted that dump trucks full of sand have been going through the residential neighborhoods on the east end of Mountain Drive. There is a sign on the east end of the street that states, "No Thru Trucks Over 7 Tons." A similar sign on the west end of the street is missing. She requested that the city takes the appropriate action and install another sign on the west end of Mountain Drive.

Councilmember Destin asked the City Manager to investigate this issue.

ADJOURNMENT: 8:55 PM

**REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 21, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Integrity*****

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(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 June 14, 2021 Budget Workshop
- B. Approval of minutes of June 14, 2021 Special City Council Meeting
- C. Approval of minutes of May 10, 2021 City Council Workshop

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

- A. Proclamation - Parks and Recreation Month
- B. Water Safety Video - Mr. Greg Fisher, CEO, Okaloosa County Watersports Operators Coalition

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

(Note: Individual speakers will be limited to 3 minutes. At the discretion of the Mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

4. CITY MANAGER REPORTS

- A. Capital Project Status
- B. Operations Financial Report
- C. Historical Information on Harbor Master and Harbor Compliance Officer
- D. Potential implementation of a countywide Tourism Development Taxing District
- E. COMPASS System/EnerGov Update
- F. ANNOUNCEMENTS
 - 1) Independence Day Fireworks: July 4th, 9:00pm, East Pass.
 - 2) City facilities will be closed in observance of Independence Day on Monday July 5th, 2021.
 - 3) The next City Council meeting will be held on Tuesday July 6th, 2021 at 6:00pm, City Hall Annex.
 - 4) FY22 Capital Projects budget workshop will be held on Monday July 12th, 2021.

5. PUBLIC HEARINGS

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

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

- A. Councilmember Braden
 - A) Low Speed Vehicles (SLV)
 - B) Livery Vessel Fees
- B. Councilmember Ramswell
 - A) Submerged Land Lease follow-up direction
- C. Councilmember Destin
- D. Councilmember Morgan
- E. Councilmember Hebert
- F. Councilmember King
 - A) Catch and Release Pond at Crosstown Connector
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

8. **PUBLIC COMMENTS**

ADJOURNMENT

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

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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.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 21, 2021**TYPE OF AGENDA ITEM:** Action Item**AGENDA OUTLINE NUMBER:** 4.D.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney**DATE:** June 16, 2021**SUBJECT:** Potential implementation of a countywide Tourism Development Taxing District

I. BACKGROUND: At the June 15, 2021, Okaloosa County Board of County Commissioners' (the "BOCC") meeting, the BOCC adopted a Resolution directing the Supervisor of Elections to hold a mail-in ballot only special referendum election on October 5, 2021, for the public to consider implementing the Tourism Development Taxing District on a countywide basis.

II. DISCUSSION: *General Description of the TDT:* The Tourism Development Tax (the "TDT") is an optional local tax imposed by counties at the discretion of their county commissioners through ordinance and then through its citizens by referendum. If a county elects to impose the TDT, then "every person who rents, leases, or lets for consideration any living quarters in any hotel motel, resort motel...for six months or less within the established taxing district must pay a tax not to exceed 6% on every dollar charged." Section 125.0104(3)(a)1., Fla. Stat. The TDT can only be spent on certain functions, generally relating to the promotion of tourism and infrastructure improvements within the taxing district. Section 125.0104(5), Fla. Stat. The Tourism Development Council (the "TDC") acts as the TDT's guardian and makes recommendations to the BOC relating to how the TDT should be spent. Generally, revenue generated by the TDT can only be spent in the taxing district where the tax is imposed. Therefore, if the TDT is imposed on less than the entire County, as is the case in Okaloosa County, TDT revenue and reserves can only be spent on projects and promoting tourism in that smaller subcounty special taxing district.

Pursuant to section 288.1226(13)(c)(2), Florida Statutes, the County must produce a summary of its financial data for each fiscal period. Although the County only imposes a 5% tax on every dollar charged instead of the maximum 6% allowed, in the fiscal year October 1, 2019, through September 30, 2020 (part of which was during the height of the COVID-19 pandemic), the TDT alone generated \$18,696,605.14 in revenue for the County.

An additional \$1,680,992.34 was generated from private sources such as interest earnings and service charges and \$484,879.78 was awarded in the form of grants. By the end of the fiscal year 2019, the County held \$44,386,587.00 in reserves.

Procedure for Levying the TDT: To levy the TDT, a county must follow the procedures outlined in section 125.0104(4), Florida Statutes. In essence, a county must first adopt an ordinance containing a "tourist development plan" described in section 125.0104(4)(c). The ordinance is effective only if "the electors of the county or the electors in the subcounty special taxing district in which the tax is to be levied approve the ordinance authorizing the levy and imposition of the tax" The referendum procedure is further described in subsection (6). It states that the ordinance cannot take effect until "approved in a referendum election by a majority of the electors voting in such election in the county or by a majority of the electors voting in the subcounty special tax district affected by the tax."

In Okaloosa County, Ordinance 89-23 first imposed the TDT. This ordinance was recently amended by Ordinance 18-18, which is codified in Chapter 20, Article II of the Okaloosa County Code of Ordinances. When first imposed, the County elected to tax only areas of high impact tourism. This generally includes the municipal limits of Destin, Fort Walton Beach, Mary Esther, Cinco Bayou, and unincorporated Okaloosa Island. This taxed area is referred to as the "subcounty special taxing district." Imposing the tax on an area greater than the current subcounty special taxing district requires strict compliance with the procedures described above.

TDC Composition: The TDC's composition is described in section 125.0104(4)(e), Florida Statutes. The TDC be composed of nine members. Six members must be persons "involved in the tourist industry and who have demonstrated an interest in tourist development" Two members must be "elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied." The remaining seat is filled by a County Commissioner.

Currently, the municipal seats in the subcounty special taxing district are occupied by Fort Walton Beach and Destin. Since Fort Walton Beach is the "most populous" municipality in the subcounty special taxing district, one of its elected officials must serve. If the taxing district is expanded to include the whole County, then one of the two municipal seats must be occupied by an elected official from the County's most populous City: Crestview.

Timeline: The County's passage of the June 15th Resolution began a clock on the potential implementation of a countywide TDT. Pursuant to the statute, the County may consider an ordinance levying the tax and implementing the countywide TDT at least 60 days after passage of the Resolution. The TDC must prepare a plan for tourist development (the "Plan") and submit the Plan to the BOC for approval. The Plan must "list, in order of priority...the proposed uses of the tax revenue by specific project or special use" The BOC is required to adopt the Plan as part of the ordinance levying the tax and implementing the countywide TDT. Even if adopted by the BOC, the ordinance is not effective unless it is approved by the electorate at the October 5th mail-in only special referendum election.

Regarding the vote, the County's current interpretation of the statute is that no citizen residing in the currently existing special taxing subdistrict may vote in the October 5th referendum election.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: Council's discretion.

Attachments:

None

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

1. APPROVAL OF MINUTES

- A. Approval of minutes of July 12, 2021 Budget Workshop
- B. Approval of minutes of June 21, 2021 Regular City Council Meeting

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

- A. Introduction of Captain Matt Abbott - Replacement for Major Mike Howell as District 3 Commander and City of Destin Liaison - Major Mike Howell, Okaloosa County Sheriff's Office

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. Consideration of a Joint Resolution Between Okaloosa County Municipalities to Address TDC Expansion Concerns.
- B. Consideration of resolution for the option of commencement of local government alternative dispute process under Chapter 164, Florida Statutes
- C. Adoption of 2021-2022 Strategic Plan
- D. Establishing the FY2022 Tentative Millage Rate and Budget Public Hearing Dates
- E. Capital Project Status
- F. Operations Financial Report
- G. Low Speed Vehicles
- H. Regulations relating to electric bicycles
- I. Update on Proposed Building Integrity Reports Post Certificate of Occupancy
- J. Council Approval of All Way Stop Signs at Regatta Bay Road (Dolphin St) and Woodwind/Windstarr Drive.

- K. Council approval of Cross Town Connector Multimodal Options
- L. Announcements:
 - 1. Special Election for vacant Destin City Council seat will be held on Tuesday July 20th, 2021 from 7am to 7pm.
 - 2. Budget workshop #3 tentatively scheduled on August 9th, 2021 at 5:30 pm in the Council Chambers.
 - 3. COMPASS can be accessed from the City's website if you would like to research the current status of new items in the system.

5. PUBLIC HEARINGS

- 6. ***CONSENT AGENDA** (No public comments)
 - A. Authorization to pay Jeff Burns, Burns Legal Solutions, PLLC
 - B. Agreement with Destin High School granting permission for use of the City Hall Annex as their Emergency Shelter
 - C. EPA Trash Free Waters Grant for Okaloosa County
- 7. **COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY** (No public comments)
 - A. Councilmember Braden
 - B. Councilmember Ramswell
 - 1) Voting delegate at the Florida League of Cities Annual Conference
 - 2) Destin High School path right-of-way
 - 3) Dress Up Destin community arts projects
 - C. Councilmember Destin
 - D. Councilmember Morgan
 - E. Councilmember Hebert
 - F. Councilmember King
 - G. Councilmember Schmidt
 - H. Mayor Gary Jarvis
 - I. Land Use Attorney
 - J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 19, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Kyle Bauman, City Attorney
Krystal Strickland, Finance Director

FROM: Lance Johnson, City Manager

DATE: July 12, 2021

SUBJECT: Authorization to pay Jeff Burns, Burns Legal Solutions, PLLC

I. BACKGROUND: On June 21, 2021, City Council motioned to authorize the hire of Special Counsel Jeff Burns of Burns Legal Solutions, PLLC to provide an analysis of the City's options concerning Okaloosa County's plan to expand the Tourist Development Taxing District, and placed a cap on costs to not exceed \$5,000.00 for the following two week period. Subsequently on July 6, 2021, City Council entered into agreement with Special Counsel Burns for an hourly rate of \$225.00 with no cap or expiration date.

II. DISCUSSION: The City has received Invoice No. 2021003057 from Burns Legal Solutions, PLLC dated 07/08/21 in the amount of \$7,470.00, this amount exceeds the \$5,000.00 not-to-exceed instituted by Council. City manager is requesting authorization to pay the outstanding invoice.

A. Link to Strategic Goals / Objectives: Objective 5B Enhance Opportunities for economic growth and diversity within the City

B. Effect on Budget (EOB): Funding is from "Miscellaneous Representation".

	FY2021 BUDGET
0151430-531005	
Legal Svcs-Misc Representation	\$ 128,700
FY21 Revised Budget	128,700
Internal Transfer	-
Previous Expenses/Encumbrances	49,282
Available Program Budget	177,982
This Agreement +(-)	7,470
FY21 Remaining Program Budget	\$ 185,452

C. Level of Service (LOS): Increased level of service.

III. CONCLUSION: Staff is seeking Council's authorization to pay the current balance due.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to pay the balance due on the Burns Firm Invoice No. 2021003057.

Attachments:

1. Burns Legal Solutions, PLLC Inv.
2021003057



Burns Legal Solutions, PLLC

INVOICE

P.O. Box 4097
Shalimar, FL 32579
US
accounting@burnsfirmllegal.com
www.burnsfirmllegal.com
O: 850-582-5765

Number	2021003057
Issue Date	7/8/2021
Due Date	8/6/2021
Matter	15 - TDD Expansion 2021 Referendum Issues
Email	accountspayable@cityofdestin.com

Bill To:

City of Destin
4200 Indian Trail Drive
Destin, Florida 32541
O: (850) 837-4242

	Billed By	Rate	Hours	Subtotal
6/18/2021 Legal research into case law covering situations where voters approve of local tax referenda that involve ballot language that conflicts with express statutory language.	JLB	\$225.00	2.50	\$562.50
6/19/2021 Legal research into whether City has the standing to seek relief against County directly for voter disenfranchisement.	JLB	\$225.00	2.20	\$495.00
6/20/2021 Legal research into State Constitution for provisions on local taxation, referendums, and whether Attorney General Opinions are considered legal precedent.	JLB	\$225.00	1.50	\$337.50
6/21/2021 Legal research into Florida Statutes for any legislative grants of authority to levy Tourist Development Taxes other than those found within Chapter 125, and Chapter 212, Florida Statutes.	JLB	\$225.00	1.30	\$292.50
6/22/2021 Legal research into all Attorney General Opinions covering TD Taxing Districts; Legal research into all underlying authority cited within each Attorney General Opinion covering TD Taxing Districts.	JLB	\$225.00	1.80	\$405.00
6/23/2021 Legal research into Chapter 164 ADR procedures; Drafted chart setting forth procedures to present to City Council.	JLB	\$225.00	2.50	\$562.50
6/24/2021 Prepared for and attended teleconference with Walton County's acting general counsel to discuss Walton County's recent TDC expansion from one district to two subdistricts.	JLB	\$225.00	1.60	\$360.00

	Billed By	Rate	Hours	Subtotal
6/25/2021 Reviewed minutes of all Okaloosa County BOCC Meetings wherein TDC Expansion has been discussed; Reviewed minutes of all Bay County BOCC Minutes wherein 2021 Bay County TDC Expansion was discussed; Reviewed minutes of all Walton County BOCC Meetings wherein 2020 TDC Expansion was discussed.	JLB	\$225.00	1.80	\$405.00
6/26/2021 Reviewed minutes of all Okaloosa County TDC Advisory Board Meetings wherein TDC Expansion has been discussed; Reviewed minutes of all Bay County TDC Advisory Board Meetings wherein 2021 Bay County TDC Expansion was discussed; Reviewed minutes of all Walton County TDC Advisory Board Meetings wherein 2020 TDC Expansion was discussed.	JLB	\$225.00	1.50	\$337.50
6/28/2021 Reviewed language from various ballots regarding TDC referendums and compared to controlling case law covering similar sales and use taxes.	JLB	\$225.00	1.30	\$292.50
6/30/2021 Researched, outlined, and commenced with drafting report to Council.	JLB	\$225.00	3.90	\$877.50
7/1/2021 Revised Report on TDC Expansion.	JLB	\$225.00	3.60	\$810.00
7/2/2021 Completed and forwarded Report on Unlawful TDC Expansion to Destin City Council.	JLB	\$225.00	2.90	\$652.50
7/5/2021 Research into Department of Revenue records to ascertain how many counties have formed TDCs countywide versus those whom have started with sub-county districts; Research into which counties whom has started with sub-county districts have expanded sub-county districts to either countywide or larger sub-county districts.	JLB	\$225.00	1.20	\$270.00
7/6/2021 Prepared for and attended City Council meeting, and delivered report to City Council regarding TDC Expansion concerns.	JLB	\$225.00	3.60	\$810.00
		Total	33.20	\$7,470.00



Total (USD)	\$7,470.00
Paid	\$0.00
Balance	\$7,470.00

OK TO PAY

PO# - VENDOR#

AMOUNT \$ 7470.00

ORG 0151430 OBJ 531005

PROJECT

APPROVER / DATE

*ok to pay \$5,000.
Balance going to Council for
approval on July 19, 21. JAJ*

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 19, 2021
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Motion to approve the agenda passed 7-0.

1. APPROVAL OF MINUTES

- A. Approval of minutes of July 12, 2021 Budget Workshop

**Motion to approve minutes of July 12, 2021
Budget Workshop passed 7-0.**

- B. Approval of minutes of June 21, 2021 Regular City Council Meeting

**Motion to approve minutes of June 21, 2021
Regular City Council meeting 7-0.**

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

- A. Introduction of Captain Matt Abbott - Replacement for Major Mike Howell as District 3 Commander and City of Destin Liaison - Major Mike Howell, Okaloosa County Sheriff's Office

**Major Mike Howell introduced Capt. Matt
Abbott, the new District 3 Commander
and City of Destin Liaison.**

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

4. CITY MANAGER REPORTS

- A. Consideration of a Joint Resolution Between Okaloosa County Municipalities to Address TDC Expansion Concerns.

**Motion to adopt Joint Resolution 21-01
passed 6-1; with Councilmember Braden
dissenting.**

- B. Consideration of resolution for the option of commencement of local government alternative dispute process under Chapter 164, Florida Statutes

Motion to adopt Resolution 21-08 passed 7-0.

It was the consensus of the council to designate Council members Ramswell and Schmidt as the formal council representatives for the first public meeting with Okaloosa Board of County Commissioners.

- C. Adoption of 2021-2022 Strategic Plan

Motion to approve the Strategic Plan and Strategic Goal Poster as presented passed 7-0.

- D. Establishing the FY2022 Tentative Millage Rate and Budget Public Hearing Dates

Motion to set the tentative millage rate for ad valorem taxes at 1.6150 mills which is more than the roll-back rate of 1.5566 mills and confirm the dates and times of the public hearings for the FY 2022 Budget on September 9, 2021 at 5:30 PM and September 20, 2021 at 6:00 PM, passed 7-0.

- E. Capital Project Status

The Finance Director provided a summary of the current capital improvement projects, with status and year-to-date expenditures and encumbrances.

- F. Operations Financial Report

The Finance Director presented the year-to-date budget versus actuals for the General Fund and the Harbor and Town Center CRAs.

G. Low Speed Vehicles

Motion to advertise proposed ordinance on low-speed vehicles and bring it back to council for first reading passed 5-2; with Council members Schmidt and Destin dissenting.

H. Regulations relating to electric bicycles

No action from council.

I. Update on Proposed Building Integrity Reports Post Certificate of Occupancy

Extensive research for potential processes for periodic follow-up inspections of properties after the Certificate of Occupancy has been issued is currently ongoing. Staff will compile all information and provide council a proposed ordinance recommendation at the August 2, 2021 City Council meeting.

J. Council Approval of All Way Stop Signs at Regatta Bay Road (Dolphin St) and Woodwind/Windstarr Drive.

Motion to direct the City Manager to implement an all-way stop sign at the intersection of Regatta Bay Road (Dolphin Street) and Woodwind / Windstarr Drives, passed 7-0.

Councilmember Schmidt recommends they also consider implementing an all-way stop sign on other areas on Crystal Beach which Mr. Bagby spoke about earlier in the meeting.

K. Council approval of Cross-Town Connector Multimodal Options

Motion to direct the City Manager to implement Option No. 1 and to bring forth a contract amendment to amend Atkins contract scope and fee not to exceed the option selected passed 6-1; with Councilmember Ramswell dissenting.

L. Announcements:

1. Special Election for vacant Destin City Council seat will be held on Tuesday July 20th, 2021 from 7am to 7pm.
2. Budget workshop #3 tentatively scheduled on August 9th, 2021 at 5:30 pm in the Council Chambers.
3. COMPASS can be accessed from the City's website if you would like to research the current status of new items in the system.

The Deputy City Manager provided a brief demonstration on how to launch the COMPASS system and conduct a search on the city's website.

5. PUBLIC HEARINGS

6. CONSENT AGENDA

- A. Authorization to pay Jeff Burns, Burns Legal Solutions, PLLC
- B. Agreement with Destin High School granting permission for use of the City Hall Annex as their Emergency Shelter
- C. EPA Trash Free Waters Grant for Okaloosa County

Councilmember Ramswell requested that Consent Agenda 6B be pulled and voted upon separately.

Motion to approve Consent Agenda items 6A and 6C, as printed above, passed 7-0.

Motion to approve Consent Agenda item 6B, as printed above, passed 6-0. Councilmember Ramswell abstained from voting.

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

- A. Councilmember Braden

B. Councilmember Ramswell

- 1) Voting delegate at the Florida League of Cities Annual Conference

Motion to designate Councilmember Ramswell as the voting delegate to the Florida League of Cities Annual Conference in August 2021 passed 7-0.

- 2) Destin High School path right-of-way
- 3) Dress Up Destin community arts projects

C. Councilmember Destin

Motion to ask the City Manager to place a slightly raised, Crystal Beach-style pedestrian walkway, on the corner of Zerbe Street to Calhoun Avenue, and across toward the Capt. Leonard Destin Park passed 7-0.

- D. Councilmember Morgan
E. Councilmember Hebert
F. Councilmember King
G. Councilmember Schmidt

A company that looks at budgets and expenses and provides cost saving options recently met with the City Manager and Finance Director. Councilmember Schmidt requested that the City Manager shares any information and advice they received from the company at the next council meeting.

The City Manager will provide a summary and seek further direction at that time.

Councilmember Schmidt asked staff to get an update on the contract negotiations between Timberview Helicopters and Okaloosa County and if and when a meeting has been held between the two parties.

H. Mayor Gary Jarvis

I. Land Use Attorney

J. City Attorney

8. PUBLIC COMMENTS

**ACTION AGENDA
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 20, 2021
ANNEX COUNCIL CHAMBERS**

AGENDA APPROVAL

Add under agenda item 7A – Approval of proposed written agreement between the City of Destin and Mr. Mike Buckingham regarding the Capt. Royal Melvin Heritage Park project (Braden)

Motion to approve the agenda, as amended, passed 7-0.

1. APPROVAL OF MINUTES

A) Approval of minutes of September 9, 2021 Special City Council Meeting

Motion to approve minutes of September 9, 2021 Special City Council Meeting passed 7-0.

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

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

4. CITY MANAGER REPORTS

A) Tourist Development Taxing District Expansion – Update

Motion to authorize the City Manager and City Attorney to forward the Attorney General's Opinion (AGO) request letter to the Florida Attorney General failed 2-5 (Bagby/Ramswell – yes; Schmidt/King/Hebert/Destin / Braden – no.

B) Capital Project Status

Finance Director gave a summary of the current capital improvement projects, including status and year-to-date expenditures and encumbrances.

C) Operations Financial Report

Finance Director provided a summary of year-to-date budget versus actuals for the General Fund and the two CRAs.

D) Mobility Plan and Fee Schedule Update

Mr. Alan Steinbeck, Consultant, 3TP Ventures, Inc., presented the City of Destin Mobility Plan and Mobility Fee Study.

E) Leave No Trace/Turtle Flashlights

Ms. Catherine Card (CC) discussed the city's current Leave no Trace initiative of giving out FREE turtle-friendly flashlights as part of the city's efforts in helping with education and awareness of sea turtle nesting season on Destin's beaches (May 1st – October 31st) and in protecting nesting sea turtles.

F) Miscellaneous Median Maintenance Services, authorization to renew contract with price increases

Original Motion: Authorize the City Manager to execute a one-year contract extension for Miscellaneous Median Maintenance Services with ZIIC Outdoors, LLC in the amount of \$228,875.00.

Substitute motion passed 7-0: To direct the City Manager to execute a 6-month contract extension for Miscellaneous Median Maintenance Services with ZIIC Outdoors, LLC; during the 6-month period, city staff is to develop standards, have the Public Works/Safety Committee review/evaluate the firms performance during the 6-month period in accordance with the standards set by the city, and bring the item back to council with recommendations to either put the services out for bid or extend the contract to the remainder of the year.

Councilmember Ramswell recommends staff and Land Use Attorney prepare an ordinance that establishes high grass and maintenance standards across the board. The Land Use Attorney will look into specific grass height limitations currently in existence to determine what is enforceable.

G) Announcements

The city's very own Catherine Card (CC) was one of the people selected to meet with Governor DeSantis to discuss the state-wide assessment test and the future of that test. She represented the city very well.

5. PUBLIC HEARINGS

A) Second reading of Ordinance 21-17-CN Adopting the Fiscal Year 2022 Millage Rate

Motion to adopt Ordinance 21-17-CN on second reading adopting a proposed FY 2022 millage rate of 1.6150 mills which is more than the rollback rate of 1.5566 by 3.75% passed 7-0.

B) Second reading of Ordinance 21-18-CN Adopting the Fiscal Year 2022 Budget

Motion to adopt Ordinance 21-18-CN on second reading to provide for a balanced budget for FY 2022 passed 6-1; with Councilmember Destin dissenting.

6. CONSENT AGENDA

- A) 18-20-SP Vintage Destin, Right of Way Preliminary Acceptance - Palm Street Extension
- B) Approval for Concessions Contract
- C) Miscellaneous Fire and Security Monitoring, authorization to renew contract
- D) Miscellaneous Concrete Services, authorization to execute a contract
- E) Resolution 21-12 37th Annual Christmas Parade
- F) Burns Legal Solutions: Payment Authorization
- G) Okaloosa County Sheriff Office Service Agreement FY2022

Consent Agenda 6G was pulled for further discussion.

Motion to approve Consent Agenda items 6A thru 6F, as printed above, passed 7-0.

Motion to approve Consent Agenda item 6G passed 7-0.

Councilmember Bagby would like the official City of Destin logo to be placed on all law enforcement vehicles assigned to the City of Destin.

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

- A) Councilmember Braden

1. Approval of proposed written agreement between the City of Destin and Mr. Mike Buckingham regarding Capt. Royal Melvin Heritage Park project.

Motion to accept the written agreement between the City of Destin and Mr. Mike Buckingham passed 7-0.

B) Councilmember Ramswell

Councilmember Ramswell requests “Parks and Parking Codes” be placed on the next agenda under her name for discussion.

Councilmember Ramswell would like the city to put up signage promoting the Zerbe-Calhoun Historical District established by the City of Destin.

CD Director noted they are in the process of establishing the wayfinding program. The historical district is one of the areas identified in the program. He recommends placing temporary signage at this point and then permanent signage later on as part of the overall branding of the city.

C) Councilmember Destin

D) Councilmember Bagby

E) Councilmember Hebert

Kudos to Public Works Director and his staff for taking care of a lot of flooding around the city within a short period of time following the recent storm event despite being short-staffed.

F) Councilmember King

Kudos to Krystal for a seamless effort in completing a balanced budget for FY 22.

G) Councilmember Schmidt

Councilmember Schmidt requests a livery vessel update be provided at the second council meeting in October with regards to the plan for renewal of registration for the upcoming season, specifically how things will be done differently compared to the current year.

H) Mayor Gary Jarvis

I) Land Use Attorney

J) City Attorney

8. PUBLIC COMMENTS

9. ADJOURNMENT: 8:15 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: October 18, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.E.

TO: City Council

THRU: Rey Bailey, City Clerk

FROM: Kim Montgomery, Deputy City Clerk

DATE: 10/11/2021

SUBJECT: Approval for use of city right-of-way for McGuire's Annual Halloween Fun Run

I. BACKGROUND: McGuire's Irish Pub of Destin is requesting the use of the city streets to hold their annual 5K/10K road race on October 30, 2021. They have provided all of the required documentation and have notified the Okaloosa County Sheriff's Office, the Destin Fire Control District, and the Okaloosa County Emergency Medical Services of the upcoming request. A map indicates the path of the race. The Okaloosa County Sheriff's Posse will assist in controlling the traffic where necessary and the race sponsors will maintain the traffic elsewhere, and remove any debris left after the request.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives: Enhance Quality of Life. Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

III. CONCLUSION: All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

IV. RECOMMENDED MOTION: I move to approve the McGuire's Irish Pub 5k/10k Run request for use of City streets on October 30, 2021.

Attachments:

1. Maguire's Halloween Fun Run '21



HOLD HARMLESS AGREEMENT

MCGUIRE IRISH PUB OF DESTIN, INC. agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising

from MCGUIRE IRISH PUB OF DESTIN 24TH
Halloween 5K / 10K Run / Walk

to be held on OCTOBER 30 2021

In addition, MCGUIRE IRISH PUB OF DESTIN, INC. agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00

MCGUIRE IRISH PUB OF DESTIN, INC.
(Corporate Name)

[Signature]
Signature of President

WILLIAM MARTIN PRESIDENT
Please Print Name and President next to name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 23 day of AUGUST 20 21

by WILLIAM MARTIN as President of MCGUIRE IRISH PUB OF DESTIN, INC.

Shay Lisa Adams (Seal)
Signature of Person Taking Acknowledgement

Shay Lisa Adams
Printed name of Person Taking Acknowledgement

Personally known ☒ or has produced identification ☐

Type of Identification produced _____



SHAY LISA ADAMS
Notary Public, State of Florida
Commission No. HH 133689
My Commission Expires 6/28/2025



**CHECKLIST FOR USE OF PUBLIC FACILITIES OR
PROPERTY:**

Name of Organization: Mc Guire's Irish Pub

Type of Event: Charity 5 and 10 K run

Date(s) of Event: October 30th 2021

Location of Event: _____

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**)
provided: Yes: ☒ **This is required.** Date on which provided: 10.01.21

2.* Hold Harmless (**Signed Original**) provided: Yes: ☒ **This is required.**
Date on which provided: 10.01.21

3.** Permission granted from FDOT for use of State roadway (applicable only if
using and closing any portion of State Highway 98) Yes _____ No _____
Date written permission granted: N/A

4.** Local law enforcement services requested: Yes ☒ **This is
required.**

Law enforcement officer contacted: Cpt. K. Abbott

5.** Destin Fire Control District contacted: Yes ☒ **This is
required.**

Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted:

Person contacted: P. Maddox Yes ☒ **This is
required**

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage,
as well as trash left on City streets upon conclusion of the event:

will have a crew gather and pickup all
debris

9. Please provide location & pertinent information regarding sufficient and
approved event participant parking for the event:

1000 participants

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRO 86220-00	12/31/20	Road Runners Club of America and Its Member Clubs	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This insurance modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

A. SECTION II—WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

- a. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
- b. "Bodily injury" or "property damage" arising out of:
 - (1) Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
 - (2) Any design defect or structural maintenance of the premises; or
 - (3) Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III—LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Schedule of Additional Insureds:

- ☒ Owners and/or Lessors of the premises leased, rented or loaned to you
- ☒ Sponsors
- ☒ Co-Promoters
- ☒ Any individual person(s) or organization(s) listed below:

Coaches, Officials and Volunteers are Additional Insureds but only while acting within the scope of their duties of the insured (others by request and endorsement, subject to underwriting approval).



AUTHORIZED REPRESENTATIVE

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2434 FAX (A/C, No): (765) 664-0761 E-MAIL ADDRESS: mmayers@insmgt.com																					
INSURED Road Runners Club of America/2021 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>National Casualty Company</td><td>11991</td></tr><tr><td>INSURER B :</td><td>Nationwide Life Insurance Company</td><td>66869</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Casualty Company	11991	INSURER B :	Nationwide Life Insurance Company	66869	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	National Casualty Company	11991																				
INSURER B :	Nationwide Life Insurance Company	66869																				
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 2021 \$1M A.I.**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Per Event Basis			KRO0000008622000	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			KRO0000008622000	12/31/2020	12/31/2021	\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031541900	12/31/2020	12/31/2021	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/30/21 McGuires Halloween Run/Walk INSURED RRCA CLUB/EVENT MEMBER: McGuires Irish Runners ATTN: Shay Adams, 600 E Gregory St, Pensacola FL 32502 ATTACHED: KRGL56 Processed by RMV

CERTIFICATE HOLDER**CANCELLATION**

10/30/21 City of Destin 4200 Indian Bayou Trail Destin FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Okaloosa Cty. Sheriff Posse

From: Matthew D. Abbott mabbott@sheriff-okaloosa.org
Subject: McGuire's Halloween run
Date: Sep 27, 2021 at 5:01:33 PM
To: Charlotte Ratikan theratikans@gmail.com

This route is approved. Per our conversation, you will need event staff wearing high visibility vests at these intersections:

Calhoun at Cross
Benning at Calhoun
Beach at Kelly
Benning at Kelly
Kelly at Siebert
Siebert at Forrest

It appears that you have volunteers already stationed at or near most of those intersections for water. Someone will need to monitor traffic and warn runners. The city advised they should be on sidewalks when possible or running in bicycle lanes. I have not heard back from the Sheriff's Posse yet. If they can assist, I will let you know.

Thanks!

MA

Captain Matthew D. Abbott
Operations Commander; District 3
Okaloosa County Sheriff's Office
50 2nd St.
Shalimar, Florida 32579
Cell: [850-259-4043](tel:850-259-4043)
mabbott@sheriff-okaloosa.org

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Wednesday, September 22, 2021 10:51 AM
To: Matthew D. Abbott <mabbott@sheriff-okaloosa.org>
Subject: McGuire's Halloween run

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

DFCD

From: Charlotte Ratikan theratikans@gmail.com
Subject: Re: mcguires-RunDESKTOP_20160815_144848.pdf
Date: Sep 13, 2021 at 1:45:11 PM
To: Matt Taylor mtaylor@destinfire.com

Thank you so much
Charlotte Ratikan

Sent from my iPhone

On Sep 13, 2021, at 8:01 AM, Matt Taylor
<mtaylor@destinfire.com> wrote:

Charlotte,

→ *Thank you for notifying the Destin Fire Control District of the McGuire's 5K – 10K run October 30, 2021 @ 9am. The appropriate shift has been copied on this e-mail.*

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Fire Marshal
Destin Fire Control District
[850-837-8413](tel:850-837-8413)

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Friday, September 10, 2021 3:35 PM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: mcguires-RunDESKTOP_20160815_144848.pdf

Kim Montgomery

Okaloosa County EMS

From: Patrick Maddox <pmaddox@myokaloosa.com>
Sent: Monday, September 20, 2021 12:10 PM
To: 'Charlotte Ratikan'
Subject: RE: mcguires-RunDESKTOP_20160815_144848.pdf

Good Afternoon. I have no concerns at this time. Feel free to forward to your contact at City of Destin regarding approval.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, FL 32578
(850) 651-7150
pmaddox@myokaloosa.com



From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Monday, September 20, 2021 12:08
To: Patrick Maddox <pmaddox@myokaloosa.com>
Subject: Re: mcguires-RunDESKTOP_20160815_144848.pdf

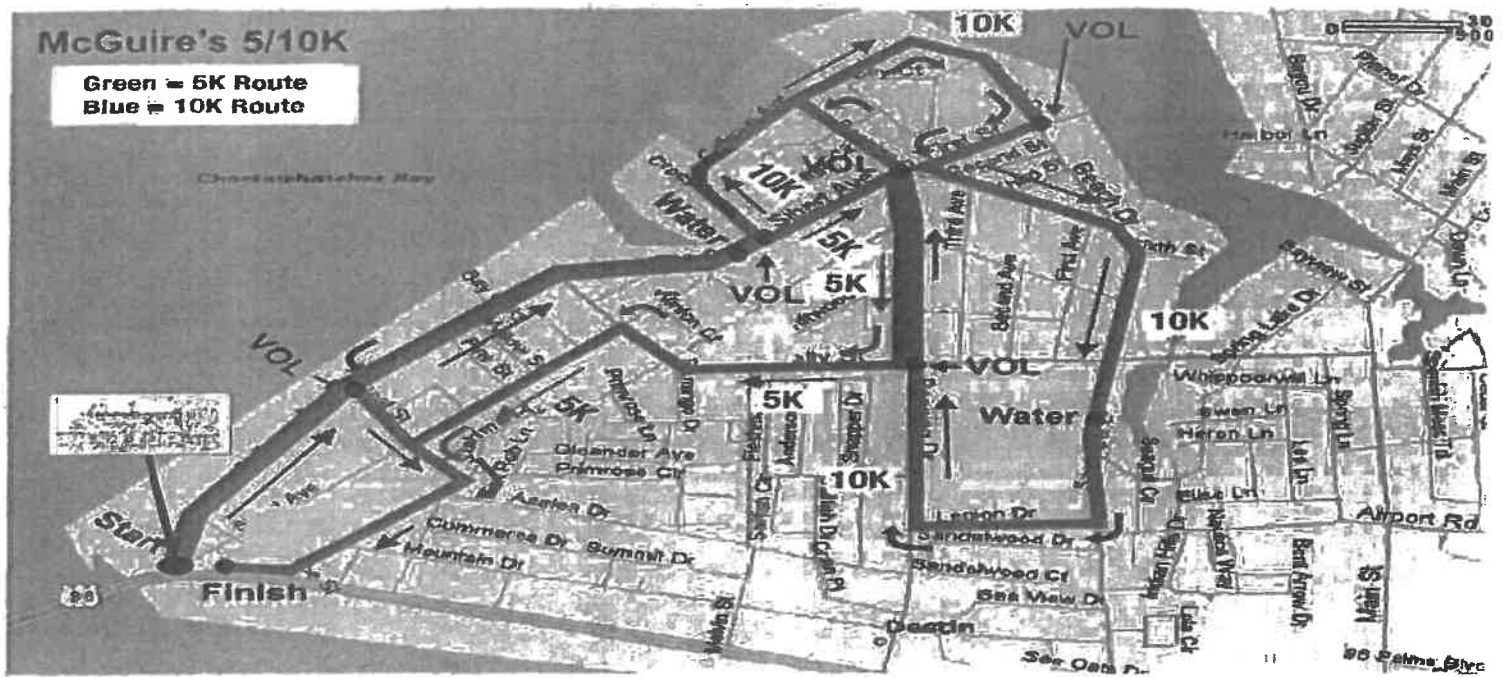
Did you send the authorization to the city of Destin ?
Please let me know if you did or let me know if you need additional information
Thank you
Charlotte Ratikan
850-240-3918

Sent from my iPhone

On Sep 10, 2021, at 4:41 PM, Charlotte Ratikan <theratikans@gmail.com> wrote:

I included a map for the race on my previous email.
The approximate number of runners should be 1000.
The sheriff department will be providing the traffic control.

Green = 5K Route
Blue = 10K Route



McGuire's 5K Run

Kim Montgomery

Subject: FW: Maguires' request for use of ROW for their Annual Halloween Fun Run 10/30/21

From: Nichole DeVito <ndevito@cityofdestin.com>

Sent: Monday, October 11, 2021 8:25 AM

To: Kim Montgomery <kmontgomery@cityofdestin.com>

Subject: RE: Maguires' request for use of ROW for their Annual Halloween Fun Run 10/30/21

The event seems to be in order.

Nichole DeVito, MRHM/PHR
Human Resources Manager/Risk Manager
City of Destin
850.460.8546

From: Kyle Bauman <kbauman@asglegal.com>

Sent: Thursday, October 7, 2021 9:28 AM

To: Kim Montgomery <kmontgomery@cityofdestin.com>; Nichole DeVito <ndevito@cityofdestin.com>

Cc: Rey Bailey <rbailey@cityofdestin.com>

Subject: RE: Maguires' request for use of ROW for their Annual Halloween Fun Run 10/30/21

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

This appears to be in order. No issues here.

Thanks,
Kyle

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**LOCAL PLANNING AGENCY
MEETING MINUTES
SEPTEMBER 23, 2021 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, September 23, 2021, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Darryl Shelton
Karen Hudson
Jason Klosterman
Corey Ledbetter

Members Absent

Marcie Bell

Staff Members Present

Kim Montgomery City Clerk
Steve O'Connor Senior Planner
Daniel Butler Planner
Traci Goodhart
Tunazzina Alam
Sae More
Louis Zunguze CD Director
Kim Kopp (remote)

3. APPROVAL OF MINUTES:

July 22, 2021

Motion by Agency member Shelton, seconded by Agency member Hudson to approve the July 22, 2021, minutes as written. The motion passed 4-0. Agency member Ledbetter was not present for the vote.

4. NEW BUSINESS:

A. Proposed Ordinances 21-19-LC

Mr. O'Connor read the ordinance by title into the record.

ORDINANCE NO. 21-19-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; AMENDING CHAPTER 6, ARTICLE II "BUILDING CODE" OF THE CITY CODE OF ORDINANCES RELATING TO FLOOD ZONE REGULATIONS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR A

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**FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Goodhart, the Floodplain Manager for the city, explained the new flood maps put out by FEMA became effective in March 2021. Since, City Council directed staff to review the current flood ordinance and determine how to better modify it to improve design standards in flood zones. She spoke of how staff, in their review process, became aware that the AE and the VE Zones were being treated the same in the review process and realized there are no differences in the free board requirements. However, with the new FIRMS, they are seeing design standards being reduced on Holiday Isle. And the Comp Plan identifies Coastal A as being an area that is inundated by storm surge. So, per FEMA, staff has identified Coastal A, per the Comp Plan, only if identified in a Special Flood Hazard area, and allows for building towards the 2-foot free board and the minimum of the 200. So, those design standards stay the same as they previously were. This ordinance removes the technical requirements that identify the design standards in the Florida Building Code and the Comprehensive Plan and moves them over to the Land Development Code. And the next Ordinance, 21-19-LC, will amend the Land Development Code. Whereby taking those technical amendments from the Code of Ordinance to the LDC in Chapter 11.04, Flood Plain Management. Noting that the only difference is that the city still has the 2-foot free board design standard requirements in the V, high velocity zones and coastal A zones, which are most susceptible to storm surge. However, properties located in the AE zone may utilize engineered flood vents below design flood elevation.

The Chairman asked why the Coastal A zone is only in Holiday Isle and not all the way through Crystal Beach. According to Ms. Goodhart, Holiday Isle can potentially get impacted by flooding from both the harbor as well as the coast when water in the harbor begins to stack up from storm surge.

Agency member Shelton asked for clarification that the AE zone design standards will be the same as if it were in the VE zone? According to Ms. Goodhart, for V zones it would be measured at the bottom and for A zones it would be measured from the top of the slab. According to Agency member Shelton, they are already losing 2-feet on the cornice height and now this could potentially take away a third level on a house. According to Ms. Goodhart, when someone builds in a Special Flood Area it has to be measured from the 2-foot base height.

The Chairman opened the hearing to the public for comment.

Mr. Guy Tadlock spoke of how this could radically change the way homes can be built on Holiday Isle and feels this should have been workshopped prior to coming before this board for a recommendation. Such as the provision that states, "The use of fill for structural support is prohibited."

With no one else coming forward, the Chairman closed the public portion of the meeting and asked the Agency member for any additional comments.

In answer to Mr. Tadlock's concern, the Building Official, Noell Bell; stated the building standards for the Florida Association of Builders did not change. Other than the FEMA maps lowering the elevations. Adding that if someone is in a VE, they would have to lower the structure. And if they're

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in an AE, they have to measure to the finish floor, which requires to maintain a 2-foot freeboard in the coastal A area. Additionally, structural fill has never been allowed in a V-zone and building on pilings is encouraged. Because that is what FEMA wants. Additionally minor nonstructural fill is allowed for grading purposes only, but you cannot raise the topography over and above the adjacent neighbors.

The Chairman moved that LPA recommend City Council approval of Ordinance 21-19-LC which died for a lack of a second.

Motion by Chairman Wood to recommend approval contingent on a Council Workshop being held at a date yet to be determined. Agency member Shelton provided the second. The motion passed 5-0.

ORDINANCE NO. 21-20-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING LAND DEVELOPMENT CODE SECTION 11.04.00 FLOODPLAIN MANAGEMENT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING DEFINITIONS; AMENDING SECTIONS RELATING TO FLOOD RESISTENT DEVELOPMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR A FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Chairman opened the hearing to the public. With no one coming forward, he closed the public portion

Chairman Wood moved to recommend approval of Ordinance 21-20-CC by City Council with Agency member Ledbetter providing the second. The motion passed 5-0.

B. Planning Areas and Planning Area Intent Statements

According to Mr. Zunguze, as part of the more extensive Land Development Code (LDC) rewrite effort, staff began to evaluate the Comprehensive Plan, specifically evaluating the Future Land Use Map (FLUM) and its impacts on development with clear, manageable, and up-to-date policies. In addition, as part of this review, Staff embraced the concept of Planning Areas, rather than assigning specific future land use designations, which encompasses a much broader vision. This vision will help facilitate the development of thoughtful guiding policies for the various Planning Areas. And the effort was started in previous Comprehensive Plan Updates but was never finalized and the Planning Areas will focus on efforts to develop a broader vision for the Comprehensive Plan and FLUM, as well as help guide policies and decisions concerning growth within Destin. They will also allow for objective analysis for compatibility by area rather than specific lots. As part of this rewrite, staff is proposing eight (8) total planning areas across Destin. Each presents its own varying uniqueness, challenges, and opportunities.

Mr. O'Connor provided the members with the eight areas, as depicted on the map and their descriptions .



The Village

The Village Planning Area intends to primarily provide a low-density, healthy, safe, family friendly environment that promotes a high quality of life. The Village should be where residents and visitors enjoy the activities and amenities associated with living in Destin through a connected network of multi-modal streets and paths leading to destinations within and outside the Village. To accomplish this, the city shall; establish development standards such as appropriate dwelling density maximums based on current development patterns and needs of future growth, ensure an orderly transition from low-density uses to higher density residential uses, and limit commercial uses to maintain, improve, and protect the parks, beautiful white sand beaches, emerald-green waters, and other natural resources.

The Harbor

The Harbor Planning Area (the "Harbor") intends to support a festive marketplace that fits the city's moniker as the "World's luckiest fishing village." The appropriate commercial, mixed-uses, and long-term residential uses should support the Destin fishing and recreation industries to draw visitors and residents alike. Public pedestrian shoreline and harbor boardwalk access should be planned, encouraged, and developed to foster a free-flowing festive feel of the area that benefits all users of the North and South Harbor. Efforts to implement and grow a connected and safe multi-modal transportation network within and to the Harbor Planning area should continue through innovative transportation options and creative urban design.

Agency member Hudson asked staff to explain to her what Multimodal means. Mr. O'Connor explained that it's alternate methods of transportation than just vehicles with ways to structure the infrastructure so they are safe for all to travel

Holiday Isle

The Holiday Isle Planning Area intends to support and maintain a mix of short and long-term residential accommodations for residents and visitors alike, with low to high-density residential and mixed uses. The range of densities found in Holiday Isle presents a perfect opportunity for the city to cultivate and implement a safe and accessible multi-modal transportation system connected to the rest of Destin. Also, due to the unique water-based recreational opportunities of Holiday Isle, the city shall protect, preserve, and expand, when possible, existing natural and recreational resources.

Agency member Shelton spoke of how Holiday Isle is about 60% owner occupied and they do not want to end up like Crystal Beach being 90% tourist and feels that a statement should be added to reflect, “To Maintain Residential Character” for an intent statement.

Gulf Resort

The Gulf Resort Planning Area intends to be a world-class resort district with uses ranging from small condominium complexes to high-rise hotels and supporting dining, commercial and retail services. Development within the Gulf Resort area should provide residents and visitors the ability to come and experience everything Destin offers through a well-developed and connected multi-modal network without having to predominately rely on their personal automobile to get around. In addition, design standards should be developed to focus on providing a sense of place deserving of a renowned residential and resort destination. The city should also develop programs or incentives to increase public beaches and access in this area.

The Chairman questioned the use of the word high-rise hotels and spoke of how he feels a better term could be used. According to the LUA, she agreed that staff could word-smith it for a better term or mention the building height limitations that are now in the Charter will not change and will remain in effect.

Town Center Commons

The Town Center Commons Planning Area intends to be the city's and region's residential, cultural, institutional, and services center. The residents and employees of Destin should be able to conduct all their daily business here while also finding a place for relaxation and recreation. The Town Center Commons should also afford residents and visitors alike the ability to attend events and activities that showcase the local arts, culture, and community values. To accomplish this, the Town Center Commons should provide a range of uses from higher-density residential, to mixed-use development, and gathering places for residents and visitors, while also being pedestrian-scaled with accessible multi-modal corridors leading to the city's surrounding areas. In addition, the city should collaborate with Okaloosa County to align future development in the areas directly adjacent to the city's jurisdiction.

The Chairman spoke of how the Town Center still has not come to be what it was envisioned to become in the 17-years that he has been living in Destin.

Crystal Beach

As one of the main gateways into Destin, The Crystal Beach Planning Area intends to highlight all that Destin has to offer from a quality commercial corridor along Highway 98 through the family-friendly vacation destination and single-family neighborhoods to the White Sand Beaches of Crystal Beach. Given the inherent conflict between long-term residents and short-term visitors, the city should strive to balance the needs of these evolving and prevailing uses of Crystal Beach. Therefore, the city shall preserve and promote the single-family character of the established neighborhoods while providing the residents and visitors with access to amenities needed for everyday living. To accomplish this, the city should ensure the Crystal Beach area is supported by low-intensity mixed-use development at appropriate intersections of streets along Scenic Hwy 98, while keeping commercial development focused on properties directly adjacent to or accessible from Hwy 98 and protect the single-family non-short-term rental zones in the area. The city shall also develop and incentivize all efforts to expand public beach and access by encouraging low-intensity commercial and mixed-use development and redevelopment of single or multi-family units south of Scenic Hwy 98. Developing pedestrian scale multimodal infrastructure should also be a priority of the city to reduce the vehicle and pedestrian conflicts along the streets within Crystal Beach.

Henderson Beach

The Henderson Beach Planning area intends to preserve and highlight the natural ecosystem of the Emerald Coast while also protecting the largest public access beach in the Destin area. The city should make all efforts to maintain the ecosystem to mitigate the impact on the park. A partnership between Park Staff and the city should be fostered to help city Staff and the development community understand how encroachment affects the park and the species it supports. The partnership should focus on maintaining, expanding when possible, and protecting the flora and fauna of Destin's last undeveloped area.

Staff coordinated with the Florida Division of Recreation and Parks Staff to develop this statement.

Mr. O'Connor explained that even though this is a State Park, the park property was actually leased for 50-years and the lease is due to come up in about 12-years. He spoke of how this property is a jewel in the city that hopefully everyone would want to maintain and keep it. Additionally, Mr. O'Connor spoke of meeting with the State Park Manager who reviewed and signed off on it.

The Airport

The Airport Planning Area intends to provide and facilitate the continued use of General Aviation at the Destin Executive Airport at current and projected use levels while planning for future airport growth within its present boundaries. To accomplish this, The Airport Planning Area should align with the Destin Executive Airport's Airport Layout Plan as adopted and periodically updated. In addition, a collaborative program between airport, staff, city staff, the development community, and residents should be developed, encouraged, and maintained to mitigate encroachment issues from development upon the airport and aviation uses upon surrounding areas.

Mr. O'Connor explained that this portion was sent to the Airport Manager who did provide some feedback and the statement was adjusted with that feedback and ultimately they were good with the final statement.

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The Chairman mentioned how he wants to make sure that staff gets this information out to the citizens so that proper input can be obtained. He also spoke of how there has been several planning presentations in the past that never were adopted. And as much as he likes these, he wants to make sure they don't just sit on a shelf in a book.

Agency member Ledbetter asked staff what the next steps were for this.

According to Mr. O'Connor, staff will first go back and refine what was discussed here tonight as well as getting input from other boards and committee members. They've obtained comments from the Harbor CRA-AC and their next committee would be the Town Center CRA-AC and Parks & Recreation. Then once they've gotten all that input and it's been incorporated, staff will bring it back to the LPA for any additional discussion and a recommendation to City Council for their consideration.

6. DIRECTORS REPORT:

Mr. Zunguze informed the members that staff is also working on the Impact Fee Review and Mobility Plan that will be coming before them in the near future for their review and recommendation.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:45 p.m.

Adopted and approved this _____ day of _____ 2021.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
SEPTEMBER 28, 2021 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the meeting to order at 4:00 p.m. on Tuesday, September 28, 2021, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

<u>Members Present</u>	<u>Member Absent</u>	<u>Staff Present</u>
Sandy Trammell	Brian Liesveld	Kim Montgomery City Clerk
Nikki Johnson		Lisa Firth Recreation Director
Matthew Sweetser		Joe Bodi, Engineering Assistant II
Danielle Piper		
Barbara Telford		
Leslie Schmidt (in @ 4:15)		

*** Motion to change the Order of the Day was made by Chairwoman Trammell with Committee member Piper providing the second. The following changes were made:**

- **Remove Item 5A from the agenda**
- **Move Item 5B to be addressed first.**

The motion passed 4-0, with Committee member Schmidt was not present at the time of the vote.

**3. APPROVAL OF MINUTES:
July 27, 2021**

Motion to approve the July 27, 2021, minutes as written was made by Committee member Johnson with Committee member Piper providing the second. The motion passed 4-0, Committee member Schmidt was not present for the vote.

5. NEW BUSINESS:

➤ **Pompano Street Easement/Beach Access at Crystal Sands Condominium**

Mr. Bodi briefly explained the proposal that Crystal Sands Condominium is wanting in order to add a new pool, pool house and additional parking. Adding that they have countered their original offer by adding an additional 33-feet of shoreline to the east access. However, the city would still lose the original Pompano Beach Access and it's view corridors. And currently,

the property is in compliance and consistent with Comprehensive Plan Policies 1-1.1.4, Scenic Vistas and Waterfront Views, 6-1.4.3: Apply Site Design Promoting Coastal Community Character for view corridors, and Policy 7-1.2.5: Vertical Open Space and Scenic Vistas. In conclusion, although the city would gain additional 33-feet of linear beach shoreline to the east, which is more than what it currently enjoys, it would lose a beach access location. Therefore, staff does not recommend the proposed swap because it is not consistent with the Comprehensive Plan Policies, as mentioned.

Chairwoman Johnson made the motion to recommend City Council disapprove the request with Committee member Piper providing the second.

In discussion, Committee member Johnson stated that she still stands on her concerns from the last meeting where she addressed if this request is given and it does not follow the Comprehensive Plan, then this one exemption opens the city for multiple requests for people wanting to do something that is not align with the Comprehensive Plan.

Committee member Piper asked if the referendum that was recently passed would impact the access. According to Mr. Bodi, it would not since that this initial request was received prior to that referendum.

The motion passed with a unanimous vote of 5-0.

6. OLD BUSINESS:

A) Park Inspections

The members discussed their timeline to get their park inspection done and turned in before the next upcoming tourist season begins. As well as deciding on a certain time each year to perform them and turned in so staff can get the necessary work orders performed prior to the next busy season. There also was a discussion regarding the need to inventory the trees that have dedicated plaques at the base and how it would help staff with the task.

B) Work Plans

The members discussed their work plan items and the goals and measurable outcomes to accomplish them. Mrs. Firth suggested picking one item to work on for the 21-22 year.

7. COMMITTEE MEMBER/STAFF COMMENTS:

• Committee member Johnson –

Committee member Johnson briefly spoke of how she may be able to get out and access Norriego Point Park for its inspection now that the tourist season has slowed. She also asked

about the surveyors that she has seen in her neighborhood recently and what the plan is for the boardwalk at Mattie Kelly Park & Nature Walk. According to Mrs. Firth, the State is surveying for the future improvements to the area for the grant, in order to determine the boundaries of the wetlands.

- **Committee member Piper –**
 - **Power Point Presentation- Murals**

Committee member Piper showed a brief Power Point Presentation about how murals create a big impact on communities and can be budget friendly. She suggested involving students from Destin High School and Middle School students. And spoke of how murals can beautify the local parks by decorating the hard surfaces.

She also spoke of how the Destin Garden Club has agreed to assist the city at no charge to help beautify the parks with native plants.

- **Committee member Schmidt –**
 - **Destin Cemetery**

Spoke of the need to get her facts together on what can and cannot be done to improve the landscaping. Mrs. Firth spoke of how they would need to get a hold of Mr. Wagner's plan and, Mrs. Santucci, who is a certified arborist, is scheduled to attend the October meeting to address the miniature single trunk crepe myrtles and if they can be planted in certain areas.

- **Committee member Telford –**
- **Chairwoman Trammell –**

➤ **Staff Comments:**

Mrs. Firth explained that the Capt. Royal Melvin Park is still delayed and behind schedule and it now looks like it will not be finished by February. She further added that staff is scheduled to meet with the contractor tomorrow, and she will provide an update at the October meeting.

The Nancy Weidenhamer Dog Park updates are finished, and it looks really good. She also mentioned that there are seven dying pines that will be removed and replaced with oak trees. She also spoke of how the repair and replacement budget funds are being scrutinized by the new Finance Director so that the Community Center and the Morgan's Sport Center can get funded for some necessary repairs.

Committee member Johnson asked about the funds for Clement Taylor Park Renovations. According to Mrs. Firth the funds were reallocated by the Federal Government for Covid Relief but not taken away. And the Grants Manager will provide her with an update when he can.

Norriego Point Park is delayed because of the road issues with private property between it and the park.

- **Public Comment:** None
- **Next meeting:** August 24, 2021

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 5:15 PM.

Adopted and approved this _____ day of _____ 2021.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, JANUARY 11, 2021 - 5:00 P.M.**

1. CALL TO ORDER:

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, September 28, 2021 at Destin City Hall. With the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Richard Hoey
Casey Jones
Guy Tadlock
Bill McKissick
Harvey Hurst

Members Absent

John Stephens
Jim Green

Staff:

Kim Montgomery Deputy City Clerk
Traci Goodheart Planner
Steven O'Connor Principal Planner
Noell Bell Building Official
Daniel Butler Planner
Louis Zunguze CD Director
Kyle Bauman, City Attorney
Kimberly Kopp, LUA

3. APPROVAL OF MINUTES:

➤ **January 11, 2021**

Board member Tadlock moved to approve the minutes of the January 11, 2021 minutes as written, with Board member Jones providing the second; the motion passes with a 4-0 vote. Board member McKissick was not present for the vote

4. NEW BUSINESS:

1 Gulf Shore Drive - Point Mezzanine Docking Facility (20-32-SP)

The City Attorney swore in staff members, Matthew Trammell, and Agent for the Applicant, Mr. Robert Volpe and staff members Noell Bell, Traci Goodhart, Daniel Butler, Steve O'Connor and Louis Zunguze. He then explained what ex parte discussions are to the Board members and asked if any of them have had any discussion with the applicant prior to this hearing. Out of all the members, Board member Tadlock was the only one who admitted for the record, to have met with agents of the applicant a few years ago, when the project was in its initial stage.

The City Land Use Attorney (LUA) entered into the record as City's Composite Exhibit 1, the Agenda Item and Staff Report as Exhibits A through F. She also noted for the record that Exhibit E, the subdivision plans are not approved and may change and were only included just for

everyone to have an idea of the upland project. She also asked Mr. Volte if he approved of it being entered into the record, for which he acknowledged that he did.

The LUA then informed the Board that the applicant is already approved for a condominium development, noting that the upland development is not a part of their review process. And that the extra information included is only for the Board to be able to get an idea of the project, as a whole. She explained the proposed project information for the request, is for a marine construction permit application. The applicant is seeking a recommendation of approval from the Harbor and Waterways Board for the construction of a 53-slip private docking facility consisting of a total of 50-permanent slips and three flexible mooring areas. The approximate length of linear feet of waterfront parcel is 600-feet. Per the Land Development Code (LDC), Section 11.05.01 (N), slip density may not exceed more than one slip per 8-lineal feet of water frontage. The maximum slip density allowed for the parcel is 75 slips. The proposed project is comprised of three dock structures.

Dock-A proposes 4,350 square feet and will accommodate 14 slips with two flexible mooring areas. The applicant provided a width of 829-feet from the mean, high-water line of dock-A with an overall linear length of one hundred and sixty two feet (162-ft.).

Dock-B proposes 4,235 square feet and will accommodate 18-slips. The applicant provided a width of 939-feet from the mean high-water line of dock-B with an overall linear length of one hundred and seventy-five feet (175-ft.).

Dock-C proposes 3,870, square feet and will accommodate 18-slips with one flexible mooring area. The applicant provided a width of 1,388 feet from the mean, high-water line of dock-C, with an overall linear length of one hundred and ninety-six feet (196-feet).

She explained that in their staff report, it lists the criteria and requirements for Section. 11.05.01 of the LDC and underneath each of these requirements listed from A to Z, there are staff comments underneath each of them. And all of Staff's comments, indicate that the project meets Code. Additionally, pursuant to Section, 11.05.03 LDC, all construction will be inspected by the city's Building Inspector for compliance with applicable building codes. As well as the applicant will be responsible for the condition and repair of permitted docks. And failure to maintain said docks in a safe condition will constitute grounds for revocation of the permit.

In regard to the effect of this proposal on the city budget, first, the FDEP permit, from the State requires a \$500k payment to be made to the Trust for Public Lands, for the use of funding of Captain Leonard Destin Park, in addition to the State's net positive public benefit, all new projects constructed in the harbor are required by city code to provide the Net Positive Environmental Benefit equal to 25-percent of the construction costs. Per LDC section 11.05.02 (N). This will be

dealt with at the permitting stage of the project, if the project is approved. Staff also finds that the project improves the Level of Service to residents of the city by providing increased connectivity and recreational opportunities, as indicated in the conclusion section of your staff report. The project consists again of a private 53-slip residential docking facility to support the approved Upland Development under previously approved DO-09-17. The Community Development Department has reviewed the application and determined that the plans comply with city codes and regulations specifically, the proposed dock complies with 11.05.01, LDC, and the Coastal Management Element of the city's Comprehensive Plan. She pointed out as well, that commercial use of the docking facilities is prohibited and use of the slips will be limited to occupants of the condominium units only. Staff recommends approval of the marine construction permit subject, to the City Council's approval of the Major Development Order and Major Subdivision for the project. The Harbor Board's recommendations, with respect to the marine construction permit, in no way bind the City Council with respect to any aspect of the project, including the Marine Construction Permit, Major Development Order, Subdivision, or any other proposed applications currently pending on the subject property.

It is Staff's recommendation is that the proposed Marine Construction project meets the development criteria, set forth in section, 11.05.01 of the LDC. However, staff does not currently have evidence of payment to the Trust for Public Lands for the FDEP permit of \$500k, to that end staff recommends, the harbor and waterways board forward the following conditions to Council for consideration.

- Prior to permit approval, the applicant must provide proof that the State's Net Positive Benefit fee of \$500k has been paid to the Trust for Public Land, prior to permit approval, and issuance.
- The applicant must satisfy the city's Net Positive Environmental Benefit (NPEB) by offsetting the impacts to the harbor with improvements or by paying a fee equal to 25% of the cost of construction of the docking facilities.
- Use of the docking facilities and issuance of a Certificate of Completion for the docking facilities are contingent upon a final Certificate of Occupancy for the previously approved Upland Development and obtained City Council's approval of the proposed major development order and major subdivision approval. Both of which are currently anticipated to be considered by the City Council on October 18th.

She informed the members that staff did receive one public comment attached as Attachment F, and some of those comments need to be dealt with at the City Council Meeting because they are in reference to the previously approved Upland Development and not the docking facilities. And finally, it is staff's recommendation that the motion be, to move that the Harbor and Waterways Board recommend City Council approval of a 53-slip private docking facility at 1 Gulf Shore Drive to support the approved Upland Development subject to the applicant meeting all applicable city permit, requirements, and recommended conditions.

Board member Hurst asked staff, being that he is still in the process of familiarizing himself with the code, if during construction, does staff come out to the location periodically to make sure the building codes are being adhered to.

The Building Official, Noell Bell assured Board member Hurst they do.

Mr. Robert Volpe, of Holtzman-Vogel thanked the Board for their consideration and explained the Applicant's Agent and Project Engineer, Duncan Greer, and Former Engineer, Matt Trammell is present to answer questions they may have. He then explained that they support staff's recommendation and request for the recommended approval by City Council.

The City Attorney asked for the Chairman to open the hearing for public comment and public testimony.

Chairman Hoey opened the hearing to the public for any comments and advised that they will have a three minute limit.

Ms. Lori Sanders of 110 Gulf Shore Drive asked if anyone had any knowledge of the length of time to complete the project and the possible start date, and whether the Upland Development needs to go in before the docks. She also voiced concerns about where construction vehicles would be parked, where the dumpster would be located, and how the trash would be picked up for the marina.

The City Attorney advised the Board that her questions are directed to them and not staff, however, they can ask staff to address her questions.

Chairman Hoey asked staff to answer her questions, if they can.

According to Mr. Zunguze, staff cannot dictate what gets constructed first. What staff can do is control how they use the property. And therefore, they cannot use the marina until the upland development is finished.

The LUA clarified that essentially, there is absolutely no use of the marina's docking facilities without the condo being in place, as far as what they physically construct, it may be simultaneous or one maybe before the other. But they cannot use the Submerged Land Lease until the Upland is complete since the submerged Land Lease is tied to the Upland Development in their FDEP permit.

Regarding the question for the dumpster and the trash from the docks, Mr. Volpe explained that nothing has been determined at this time, since they are still in the permitting

stage. Additionally, there will be no impacts to the right-of-way from the docking facility and all the dumpsters would be stored on the upland portion.

Chairman Hoey stated that he feels Ms. Sanders she has a very valid concern about parking even now, with no construction going on in that area, parking is basically non-existent. He spoke of how there's been problems with emergency vehicles being able to get to the park with how popular it is.

According to the LUA, any parking involved with the condo or the docking facility, would be have to be contained on the private property.

Mr. Zunguze added that prior to any construction projects, especially, large ones such as this, the city requires pre-construction meetings with all the folks involved, so staff can determine the management of traffic and staging areas. Which is all part of what staff does during the permitting process.

The City Attorney reminded the Board that they're in the middle of public comments Ms. Sanders had her time interrupted. Therefore, she should be allowed another minute or so.

Ms. Sanders explained that her main concern to is where the construction equipment would be stored.

The LUA cautioned the Board that they are only reviewing and making a recommendation for the marina siting criteria. Adding that that the road and all questions about the Upland Development will be discussed at the City Council meeting that at this time, is scheduled for October 18th at 6 p.m.

Ms. Sam Perman 4652 Destiny Way, spoke of how the proposed marina site looks to be very shallow and asked if there is going to be a need for dredging and if so, who would incur that cost, the city, or the applicant?

According to Mr. Trammell, as part of the permit, there will be dredging involved which would be at the applicants cost. And is indicated in the Army Corps of Engineers and the FDEP permits.

Board member Jones moved that the Harbor and Waterways Board recommends City Council's approval of a 53-slip private docking facility at 1 Gulf Shore Drive, to support the approved Upland Development, subject to the applicant meeting all applicable city permit requirements and recommended conditions. Board member Hurst provided the second.

Board member Tadlock spoke of his concerns regarding the safety of the marina in this general area and of it being one of the largest, if not the largest marina at the entrance of the Harbor and the congestion of the boat traffic. He pointed out how it looks like it's primarily for large vessels with a couple of slips for 400-foot vessels. And how several slips that could accommodate vessels larger than 60-foot right at the entrance to the harbor, where the channel makes a dogleg. He mentioned how the Harbor Fare Carrying Capacity Committee has requested that the city look at straightening the channel, which means that would bring it even closer to the proposed docking facility. He also spoke of his concern of the harbor's water quality and its impact from the proposed project and lastly, he too is concerned about the parking during the construction phase.

Board member Hurst thanked staff for all the informative information that was provided.

Board member McKissick addressed his concern over the safety of the channel being so narrow at this location and how restricting it is with so many rental boats and the uneducated boat operators going through there and, how extremely difficult it will be. He also questioned riparian line on the west side, questioning why when it comes off of land, is it making a 20 or 30 degree kick to the to the west of the property instead of running parallel with the property line.

Mr. Matt Trammell spoke of being the original engineer for the project and how those lines can only be drawn by licensed surveyors in the State. Therefore, he cannot attest to the position of the lines and how they were drawn. However, there are a plethora of rules and regulations for how those lines are drawn, such as being perpendicular to contours of natural navigation, the fixed location of a Federal Navigation Channel, as well as many other criteria. And, it went before the State of Florida, prior to the Board of Trustees approval. As well as at the FDEP level, their State Certified surveyors had to review the drawing of the riparian line and the documentation that went along with that certification, therefore, it went through many layers of review.

Board member McKissick also voiced concern for the need of dredging for the docks because of the larger boats that will be moored, and the water depth does not appear to be enough. And asked if the end cap of Dock C-108 is a transient slip and is designed to handle a hundred eight foot boat. Adding that it looks to be strictly a side tie dock and asked if there any anticipation in the future for permanent mooring, where additional pilings would have to be put out further for another 20-feet, because a boat a hundred eight feet long would need a 20-foot slip.

Mr. Trammell explained the design of the marina and the intent at the time of design, was not for it to be a fixed permanent slip with full-time use and is referred to as flexible mooring.

According to Board member McKissick, with that being said, the permit is for 53 slips. And without those transients, it's a 50-slip project not a 53-slip project.

Mr. Trammell agreed, but mentioned, just as the city code states, a number of slips had to be placed on the project. And in addition to the fees, you heard about the Net Positive Public Benefit and the Net Positive Environmental Benefit. As well as there is four hundred twenty dollars paid per slip and those were calculated based on 53 slips. Adding that the State of Florida prefers to have a total slip count and is just the way the rules are drawn, and we had to designate those as slip counts. So, whether they're permanent, flexible, or day use; in the eyes of the State and the regulatory authorities, it's just a slip, one in the same.

Board member McKissick expressed his concern, that at some point later, what if someone decides to put some more pilings out, and moves the dock out another 20-feet into the channel area.

Mr. Trammell explained that then, the owner/applicant would have to come back to the City for approval, and the Harbor Board would have to be involved as well.

Board member McKissick spoke in reference to the access to the docks, and would it be across the sand or are they going to build a road there between the condo and the docks. And does the city plan on building a road between their access and the park? Or would it stay just sand?

According to the LUA, that will be discussed at Council level.

And Mr. Zunguze, agreed, it will be discussed before City Council. Adding however, staff does anticipate a road being built.

Board member McKissick spoke of the 25% fee for the cost of the dock paid for the permit and how the cost of materials are today, changing almost hourly; and asked how will the city be compensated for the overruns for the cost of the dock, if it goes over budget?

According to the LUA, the applicant will have to bear the cost. Adding that there's also mitigation they can do in lieu of monetary payments to address the environmental impacts on the harbor. And all of that would all be worked out at the time of permitting.

Board member Tadlock asked exactly how much further out is the submerged land lease is in relation docks A, B and C?

According to Mr. Trammell, he cannot tell the specific distance, but the general rule of thumb per FDEP guidance is to extend one, to two feet beyond the maximum length of the slip. So, if it's a 50-foot slip, there's additional room, the slip and its depth may be 52 or 53-feet. The submerged land lease would go an additional 1 to 2 feet beyond that.

Board member Tadlock pointed out that on the drawings, one of the docks they call out a 50-foot, long slip and it's my understanding that on submerged land leases, you are not allowed to have a vessel beyond that submerged land lease, legally.

According to Mr. Trammell, the calculations for the submerged land lease are all in the FDEP permit, which was approved, and it does not go beyond any of the infrastructure. Therefore, the full length of the slip that can house the size boat is called out, as well as the mooring pilings that will be used for that specific slip. Adding they are not proposing any additional infrastructure, and, they not proposing any boats going out beyond the submerged land lease shown in the FDEP permit drawings.

Board member Hurst asked about the project description from the Army Corps of Engineers permit where it states that the marina will be comprised of three docks to accommodate a total of 51-slips and four flexible mooring areas. And he wanted to make sure that even though the permit states it's for 51-slips and four of those being flexible, that would not impact the application and not an area of concern for the Board.

According to Mr. Volpe, going through the permitting stages, the Army Corps of Engineers permit was handled several years ago. And it would be the maximum allowed in their permit not in the Army Corps permit. Adding there is an additional slip allowance by the Corp, but it's not going to be part of the final facility.

Board member Tadlock made a substitute motion to add staff's recommendations for the three conditions listed in the staff report.

The LUA clarified those are already part of and incorporated in the recommended motion. Therefore, the motion does not need to be modified to include them.

Mr. Tadlock continued that he still wanted to add those three items listed as well as, that no construction of the docking facility can commence until 50-percent completion of the pending upland project is accomplished.

The City Attorney clarified for the board so that everyone understands, the original motion is to recommend to City Council the approval of the docking facility. Meaning that it meets the Marina, Siting Provisions of 11.05.01 and 02, the permitting requirements. Which includes the three conditions outlined in the staff's recommendation. So, the original motion, includes, prior to permit approval the applicant must provide proof State's Net Positive Public Benefit Fee \$500k has been pledged to the Trust For Public Land prior to permit approval and issuance, the applicant must satisfy the city's Net Positive Environmental Benefit by offsetting the impacts with

improvements or, paying a fee equal to 25% of the cost of construction of the docking facility and three, use of the docking facilities and issuance of the Certificate of Completion for the docking facility are contingent upon a final Certificate of Occupancy for the previously approved upland development and to City Council approval of the proposed Major Development Order and Major Subdivision approval. Both of which are currently anticipated to be considered by City Council on October 18, 2021. However, in addition Mr. Tadlock's the substitute motion, which includes those three criteria, no construction of the docking facility until 50-percent completion of the upland development. Adding that if there is not a second, then the original motion by Board member Jones stands.

With no second being provided, the amended motion by Board member Tadlock died.

Chairman Hoey called for any additional discussion on the original motion. With no one else commenting, he called for a vote on the original motion, **which passed 4-1 with Board member Tadlock dissenting.**

5. DIRECTOR'S REPORT:

➤ **Harbor Pump**

The City Manager explained that the pump currently was disassembled and is the process of being reassembled with all new internal components. However, in the interim staff has secured a temporary pump for that location that is running every day to keep the water circulating in the harbor.

➤ **Harbor Capacity Study**

Mr. Zunguze explained he has a meeting scheduled this upcoming Wednesday and can provide an update at their next meeting.

6. BOARD MEMBER COMMENTS:

None

7. NEXT MEETING DATE: October 24, 2021

8. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2021.

Richard Hoey, Chairman

Kim Montgomery, Deputy City Clerk