

**REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 1, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Integrity*****

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 October 21, 2021 Special City Council Meeting
- B. Approval of minutes of September 7, 2021 Regular City Council Meeting

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

- A. Artificial Reef Program Presentation - Okaloosa County Coastal Resource Manager - Alex Fogg

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. Quarterly Investment Report
- B. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 21-22-CN - Electric Franchise Agreement with Gulf Power Company
- B. First reading of Ordinance 21-19-LC - Amending Land Development Code Section 11.04.00 - Floodplain Management, amending sections relating to flood-resistant development
- C. First reading of Ordinance 21-20-CC - Amending Chapter 6, Article II "Building Code" of the City Code of Ordinances relating to flood zone regulations
- D. First reading of Ordinance 21-23-CN - Providing for a six-month extension of Ordinance 20-33-CN (Temporary Moratorium on Livery Vessel Permits); Directing staff to develop recommendations for regulation of livery vessels.

6. *CONSENT AGENDA (No public comments)

A. Shore at Crystal Beach Expansion - Initial Design and Survey Services

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

1. City Council Meeting Procedures

I. Land Use Attorney

J. City Attorney

1. City Manager Evaluation Process

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
SPECIAL MEETING
DESTIN CITY COUNCIL
THURSDAY
OCTOBER 21, 2021
DESTIN CITY HALL
ANNEX COUNCIL CHAMBERS
5:30 PM**

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

Destin City Council

Mayor Gary Jarvis
Councilmember Johnny King
Councilmember Kevin Schmidt
Councilmember Rodney Braden

Councilmember Dewey Destin
Councilmember Terésa Hebert
Councilmember Jim Bagby
Councilmember Prebble Ramswell

Destin City Staff

City Manager Lance Johnson
Grants/Program Manager Jeffrey Cozadd
Finance Director Krystal Strickland

Deputy City Manager Webb Warren
City Clerk Rey Bailey
City Attorney Kyle Bauman

CALL TO ORDER

Mayor Gary Jarvis called the meeting to order at 5:30 PM; followed by the recitation of the Pledge of Allegiance.

PUBLIC COMMENTS

NEW BUSINESS

- A. First reading of Ordinance 21-22-CN – Electric Franchise Agreement with Gulf Power Company

The City Attorney read proposed Ordinance 21-22-CN by title, and then presented it to the council on first reading.

AN ORDINANCE GRANTING TO GULF POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF DESTIN, AND PROVIDING FOR AN EFFECTIVE DATE.

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

The City Manager noted that the existing franchise agreement with Gulf Power Company expired in 2016, and that the city has been in negotiations with the company for the renewal of the agreement. The proposed franchise agreement, also for a 30-year term, is being presented to the council tonight for their consideration.

Councilmember Destin opined that the proposed franchise is quite similar to the one council approved 30 years ago. The city will once again have the ability to purchase the electric facilities located within the city limits at the end of the 30-year period. It also includes some provisions that are advantageous to the city. He also stated that Gulf Power has cooperated fully and has demonstrated their willingness to work with the city in renewing the franchise agreement and undergrounding the city's electric utilities.

Councilmember Destin moved for approval of Ordinance 21-22-CN on first reading, seconded by Councilmember Ramswell.

Attorney Schef Wright, the city's legal counsel for the franchise and the undergrounding project, stated that the proposed agreement contains many important provisions. It includes an Exhibit 1, which is a separate underground facilities conversion agreement that provides favorable and advantageous terms to the city which they hope to negotiate in a mutually agreed upon format with Gulf Power/Florida Power & Light Company (FPL) sometime within the next two years. If they are successful, the franchise then becomes effective after both parties signed the agreement and it will be effective for 30 years. However, if they failed to reach an agreement within the first two-year period, the city's right to purchase, which existed in the previous franchise agreement, and existed in the proposed agreement, will apply. The city will then have 12 months within which to exercise, give notice, and begin taking material steps toward acquisition. He continued that the franchise fee rate will increase under the new franchise from 4 percent to 6 percent. The increment is earmarked for supporting the undergrounding of the overhead utility facilities of all types.

Councilmember Bagby requests the current motion on the floor be amended to include the following changes to the language in Section 5, paragraph 2, of the proposed ordinance (changes are underlined):

"The City expressly covenants that it will dedicate any amounts received as franchise consideration that are over and above four (4) percent of Grantee's revenue from the furnishing of electric service to Customers served under Grantee's residential, commercial, and industrial rate schedules within the City to be used solely for the purpose of financing the conversion of existing overhead utility facilities to underground facilities; provided that a minimum of ten (10)) percent of all such revenues dedicated to the conversion of utility facilities to underground facilities shall be set aside and used exclusively for the installation and maintenance of landscaping of the underground conversion areas, where such landscaping shall specifically include planting, to the maximum extent possible, in the opinion of a certified arborist, native tree species including Southern magnolia and live oak trees."

Councilmember Destin agreed to the change and moved for approval of Ordinance 21-22-CN, as amended, on first reading. Councilmember Ramswell provided a second to the amended motion.

Councilmember Schmidt asked who will actually be paying for the 2 percent increase in franchise fee.

Mr. Wright stated there will simply be a line item called “franchise fee” on the electric bill for every electric customer in the City of Destin, both business and residential.

The mayor called for a vote on the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

PUBLIC COMMENTS

Mr. Claude Perry, a Destin resident and businessman, announced that he received a notification from FDOT about a pending project on US Hwy 98, from the Marler Bridge to Airport Road; and though he is unsure of the exact nature of this project, he would recommend coordinating the undergrounding plan with FDOT as he feels these projects are vitally connected.

The City Manager noted that the council posed a similar question a few months ago. He has previously discussed this matter with Mr. Mark Porter of Utility Construction of Florida, the city’s undergrounding consultant who has been coordinating his efforts with FDOT and who is available online to provide some answers to these questions.

Mr. Porter stated that part of their scope of work is to have ample coordination with FDOT and Okaloosa County to make sure their work efforts are in line with theirs and to take advantage of any cost saving opportunities. He continued they have had plenty of conversations with FDOT and are well aware of some of the improvements they planned to undertake. He also stated that both FDOT and the county have been very cooperative and are more than willing to share information. They intend to continue that dialogue with them to make sure they are ahead of the game before moving forward with their program. He added that to ensure full transparency, they plan to schedule public workshops to educate the citizens of Destin on the process.

The City Manager noted that the notification Mr. Perry received from FDOT was more than likely the announcement for the PD&E Study to be conducted from Airport Road to the Marler Bridge. A traffic study to help with the capacity issues in that stretch of the road including some of the intersections the city is currently examining such as Stahlman Avenue and US Hwy 98.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:02 PM

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 7, 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

Parks & Recreation Director Lisa Firth

Building Official Noelle Bell

Comm. Dev. Director Louis Zunguze

Finance Director Krystal Strickland

Land Use Attorney Kimberly Kopp (Virtual)

Library Director Wen Livingston

Public Information Manager Catherine Card

Engineering Assistant II Joe Bodi

Principal Planner Steve O'Connor

City Engineer Donald Smith

Planner Daniel Butler

Stormwater Manager Traci Goodhart

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

The City Manager requests agenda item 4G1 - *Capt. Royal Melvin Heritage Park Update* – be placed ahead of item 4A under CITY MANAGER REPORT section of the agenda.

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

1. APPROVAL OF MINUTES

A. Approval of minutes of August 2, 2021 Regular City Council Meeting

Councilmember Hebert moved for approval of minutes of August 2, 2021 Regular City Council Meeting; seconded by Councilmember King. 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. Capt. Royal Melvin Heritage Park - Update

The City Manager announced that city staff has met with Mr. Bill Garvey and Mr. Joe Garvey of GLC Contracting Inc., the contractor for Capt. Royal Melvin Heritage Park, and discussed the condition of the restroom walls, which is an issue they were trying to mitigate. Mr. Mike Buckingham also met with Mr. Bill Garvey and his superintendent on site and discussed the problems. He stated they tried to deal with them in good faith until they threatened to seek litigation on this issue. He also stated that the engineer of record for the project will issue a formal letter of recommendations on possible solutions to the problem, and then they could move forward based on that information. He added that with the imminent departure of the current City Engineer, they plan to engage the engineer of record to assist the city with conducting two monthly inspections and verify the billings that will be submitted.

According to Mr. Mike Buckingham, the project manager, they have decided to contact the engineer and architect of record as well as the civil engineer of record for the project to request issuance of a letter of recommendations, based upon specifications and industry standards, and the type of visuals the city wants, because they were unable to come up with an agreement with the contractor. He also noted there are specifications for the entire project and that hhe went over them with the city’s Building Official. The only thing that was not included in the specifications was the specifications on the epoxy paint that will be used on the inside portion of the bathroom walls.

Councilmember King stated that he reviewed the entire plan and did not see any specifications on the restroom drain. He asked if there was an agreed upon resolution with regards to the sloping of the drain.

Mr. Buckingham stated that according to Mr. Bill Garvey, the drain issue is under control and that they will take care of it and make sure the bathroom floor is drained property.

B. TDD Expansion Update

Special Counsel Jeff Burns provided an update on the status of the ongoing TDD expansion negotiations. He reported that the Okaloosa County Board of Commissioners has voted earlier today to formally submit a counteroffer to the offer previously made by the

municipalities – Destin, Crestview, Mary Esther, and Fort Walton Beach; and that he sent this document via email to the council prior to tonight's meeting. He stated that the general terms in the counteroffer was for a 20-year term rather than the 28 year term the City of Destin offered last week. The "Force Majeure" provision has been extensively word smithed and discussed during the Board meeting. The commissioners were very amenable to the "Force Majeure" to the point where all the attorneys were quite comfortable with the language. The percentage of the money the City of Destin will receive for the next 20-28 years (depending on the final term of the agreement) will remain at 48.5 percent of the 12.5 percent of TDC allocated revenues.

Mr. Burns also noted there were some confusions among the commissioners and other county staff members about the guaranteed elected official position in the TDC Board. They were not aware that the City of Destin and the City of Fort Walton Beach have reached an informal agreement whereby the City of Fort Walton Beach would be willing to give up their guaranteed seat if they could appoint someone, not necessarily an elected official, to the Board. It could be a businessman, or a Fort Walton Beach resident tied in the tourism industry. The commissioners did not vote to approve the makeup of the board or the ordinance itself. They tabled that discussion to the meeting tomorrow, September 8th. The municipalities will have the power to vote on this issue tomorrow.

Councilmember Ramswell pointed out that the "Force Majeure" paragraph, which reads, *"If the county experiences a catastrophic event such as, but not limited to, acts of God, natural disaster, disease, epidemics, pandemics, war, terrorist acts, riots, or other causes beyond the control of the county, and a state of emergency is declared by the Board of County Commissioners, Governor, or President, the 12.5% allocation to the municipalities may be reduced or suspended as necessary to respond to such event."* She asked how the parameter for a catastrophic event is being defined, and whether there is a certain threshold that has to be made. She also noted that the language does not address a state of emergency by a city, but only by the Board and higher entity.

The City Attorney opined that local governments, both cities and counties, generally have a specific emergency management provision in their code. The City of Destin, for instance, will only have the ability to declare a state of emergency in the event of certain catastrophes. The Board of County Commissioners may have certain similar parameters.

According to Mr. Burns, the Governor and the President will not call a state of emergency haphazardly because there are major legal ramifications across the board. He will research the legal ramification, if any, with the Board of County Commissioners declaring a state of emergency and provide that information to the council prior to tomorrow's meeting with the county.

Councilmember Ramswell pointed out that the 12.5 percent allocations to the municipalities by the county equates to 12.5 percent of any amount of revenue, whether it be \$24 million or less. She asked why suspension is even being considered when the county may still have some revenues coming in regardless of any catastrophic event.

Mr. Burns noted that he advocated for the removal of this clause, and that it was one of the points that was discussed during the meeting. However, it is still part of the county's counteroffer to the cities, and they could bring it up again at tomorrow's meeting.

C. Schedule of Fees Resolution 21-11

Councilmember Hebert moved for approval and adoption of Resolution 21-11, Schedule of Fees, as presented; seconded by Councilmember Bagby.

Councilmember Schmidt asked whether staff have looked at the code violations and Special Magistrate fees.

The Finance Director Krystal Strickland explained that the primary reason they brought the schedule of fees to the council at this time was to get the Destin Library on to the same schedule as to the rest of Okaloosa County libraries. Staff have not looked at the code enforcement and Special Magistrate fees.

The City Attorney noted they have included a provision in the resolution that would allow the council to amend the schedule of fees throughout the course of the fiscal year; adding this resolution can be amended by another resolution.

Councilmember Schmidt noted that the vacated right-of-way and major development fees were also updated.

The Community Development Director Louis Zunguze explained that the major development fee is the current fee and not an increase. It is a correction of what should have been in the schedule. It will also be part of the discussion they will have shortly regarding the overall course of doing business in the city under the building elements in the code. With respect to the right-of-way fees, they have had a situation where it remained very low for a number of years, and that based on the amount of time city staff spends providing the service, they feel that raising the fee from \$500 to \$2,500 would be a fair adjustment.

Councilmember Schmidt asked whether it would be fair to double the code violations and Special Magistrate fees based on the theory that code enforcement is one of the city's most strenuous departments; adding that a lot of times, business owners do not really care much about the fees.

The Land Use Attorney noted that Special Magistrate fines are set by state statutes. The Special Magistrate can impose a daily fine of up to \$250 per violation, and up to \$500 a day for a repeat violation. The council can increase the fees for certain citations in the code as well as the administrative fee for cases brought before the Special Magistrate.

Councilmember Bagby requests that staff bring back a new fee schedule showing revenue neutral and staff's proposed track changes to it within the next 6 months (by March 2022).

Having no further discussions, the mayor called for a vote on the motion on the floor, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted "yes").

D. Stormwater Master Plan - Update

Mr. Zunguze noted that city staff previously presented to the city council the 2004 Stormwater Master Plan update. At the conclusion of the presentation, the council directed staff to prioritize the list of projects based upon the level of service established under the 2004 Stormwater Master Plan.

Stormwater Specialist Tracy Goodhart provided the following presentation.

STORMWATER MASTER PLAN UPDATE

August 17, 2020 – Staff presented to the City Council the 2004 Stormwater Master Plan Update. The update provided the following:

- Redefined drainage basins and flow rates
 - LIDAR and 2002 FEMA FIRMS
- Proposed list of projects and mitigation strategies
- Policy recommendations related to stormwater and flood control
- The update included a total of 12 individual projects & 1 Drainage Basin Study

City Council directed staff to prioritize the list of projects based upon the Level of Service (LOS) established under the 2004 Stormwater Master Plan (SWMP).

The projects were prioritized based upon the following:

- Public Safety, Health, and Welfare Concerns
 - Level of flooding risk to public safety, utilities, and potable water supplies
- Hazard Potential
 - Level of flooding experienced by structures, property, and roadways
- Economics Impacts
 - Residential or Commercial land that is flooded to a point where damage creates an economic impact to property owner.
- Water Quality Impacts
 - Level of flooding that proposes a risk to the Harbor and surrounding waterways
- Jurisdictional Compliance
 - Locations where stormwater facilities do not meet the City's LDC design criteria.

One (1) drainage basin study was proposed for the Indian Bayou Subdivision. Upon further observation, City staff suggests including two (2) other study areas:

- Kelly Addition Subdivision Area
 - Mitigate Flooding and protect water quality
- Harbor Waterfront
 - Improve water quality

Twelve (12) projects were identified and two (2) were removed:

- Quail Run – Private Infrastructure
- Trista Terrace – City portion is completed

Upon further observation, City staff suggests including one (1) additional project:

- Eagles Landing Subdivision

Identified Study Areas:

- Indian Bayou/ Indian Lakes Subdivision
 - Flooding & Water Quality Concerns
- Kelly Addition (Second & Third Street Area)
 - Flooding & Water Quality Concerns
- The Destin Harbor
 - Water Quality Concerns

Projects identified within these areas would be potential candidates for Capital Improvement Projects (CIP), continuing contract services, and/or grant funding.

1. Diamonds Lakes (Indian Bayou) – LOS E
2. First & Second Street – LOS E
3. Four Prong Lake – LOS D
4. Zerbe Street – LOS D
5. Eagles Landing – LOS D
6. Cross Street – LOS D
7. Matthew & Scenic Hwy – LOS D
8. Reddin Brunson – LOS D
9. Burning Tree – LOS C
10. Main Street & 98 Palms – LOS C
11. Heritage Run – LOS B

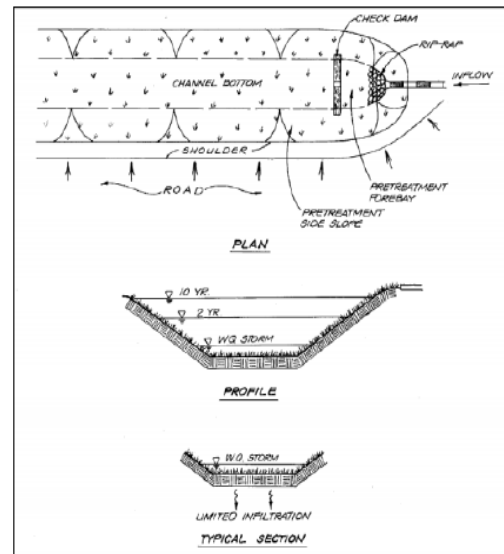
Level of Service Classification	
A	Excellent
B	Above Average
C	Average / Acceptable
D	Below Average
E	Significantly Deficient
F	Non-functional

Stormwater Infrastructure Maintenance Plan:

- City-wide Swale Initiative
 - Public Education
 - Reconstruction and stabilization of existing roadside swales
 - Construction of new swales, where needed
 - Maintain NPDES compliance

Future Stormwater Master Plan Updates:

- Establish revolving 5-year review and update
- Coincide with NPDES permit renewal
- Planning tool to secure funding



Source: ARC, 2001

Councilmember Ramswell requests staff search for any records of a storm water master plan which she believes has already been approved, and with funds already allocated, several years ago and bring it back.

Councilmember Braden recommends this item be brought before the Public Works/Safety Committee after approval by the council.

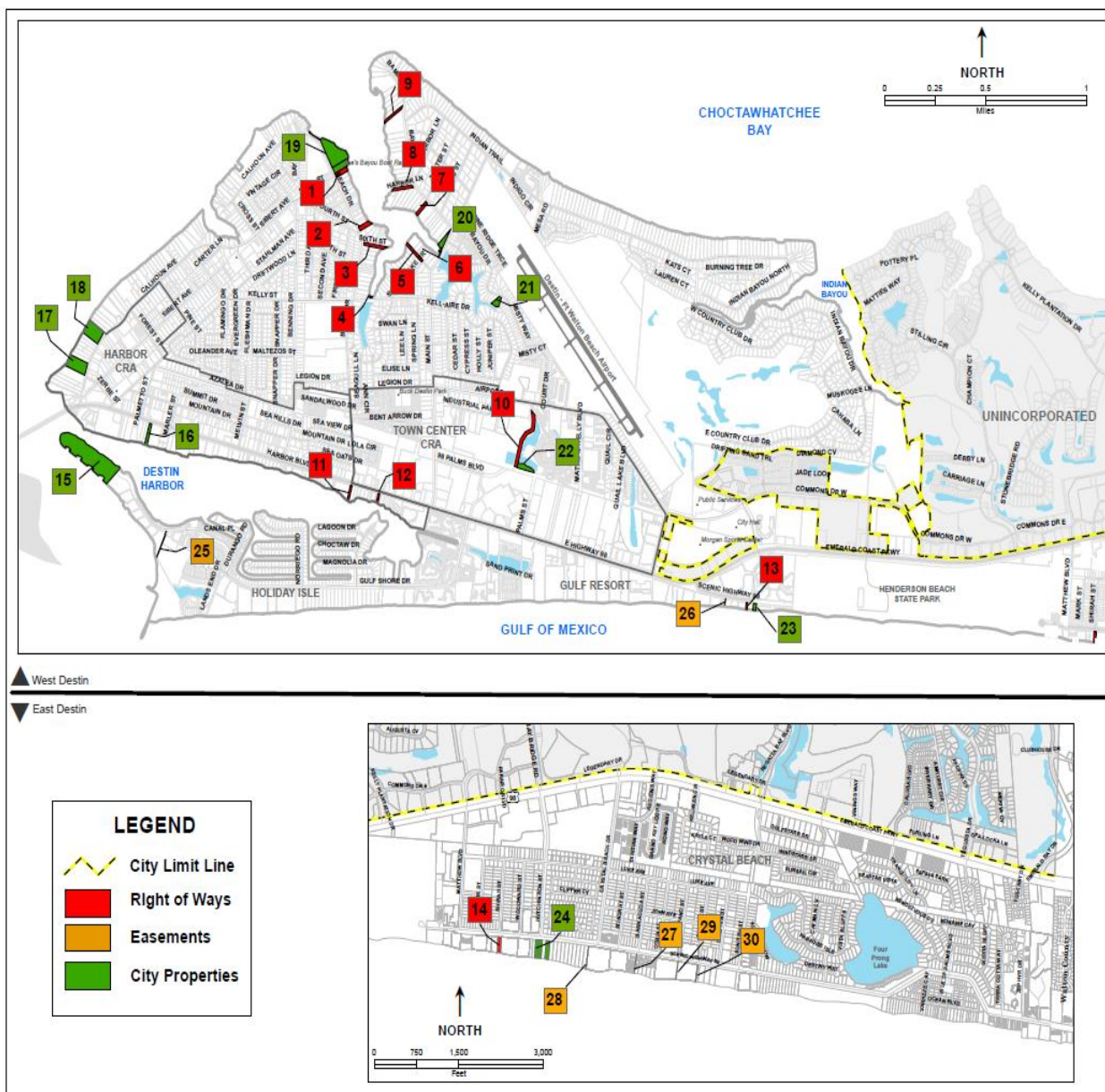
Councilmember Schmidt moved for approval of the project prioritization based upon the 2004 Storm Water Master Plan Level of Service, identified study areas, and city initiatives, and that these items be brought before the city's advisory boards for recommendation to council. Councilmember Hebert provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted "yes").

E. Water Access Locations

The City's Engineering Assistant Joe Bodi provided the following presentation to council:

City-Wide Water Accesses Issues and Potential Public Use

- City Council directed staff to conduct an analysis to determine which rights-of-ways, properties and easements are best suited for public use, including the cost for clearing/cleaning them up to make them accessible to the public and bring back some suggestions.



1. Properties with public access and no issues.

- 1 Joe's Bayou Boat Ramp
- 4 Kelly Street
- 6 Main Street
- 11 Beach Drive
- 13 Calhoun Beach Access
- 14 Shirah Beach Access
- 15 Norriego Point
- 16 Capt Royal Melvin Park
- 17 Capt Leonard Destin Park
- 18 Clement Taylor Park
- 19 Mattie Kelley Park
- 20 Main Street Park
- 22 Jewel Melvin
- 23 June White Decker
- 24 Shore at Crystal Beach
- 25 O'Steen Beach Access
- 27 Crystal Beach Dr Access
- 28 Barracuda St Beach Access
- 29 Pompano Beach Access
- 30 Tarpon Street Beach Access

2. City Properties with access and issues.

- | | | |
|---|------------------|------------|
| 8 | Harbor Lane West | Block Wall |
|---|------------------|------------|

3. Properties with no access and no issues

- 5 Bayview Street
- 9 Cobb Point Drive
- 10 Twin Lakes Un-named

- 4. City Properties with no access and issues.

• 2 Fourth Street	Storage
• 3 Sixth Street	Docks
• 7 Jupiter Street	Debris/Storage
• 12 Third Street	Parking
• 21 Lakeside Village Subdivision Retention	Fence
• 26 Sterling Shores Beach Access	Closed off

Encroachments will affect options & estimates for improvements. Many of these would require Code Compliance Assistance, however, a couple of these pre-date the City's incorporation and would require some level of legal assistance.

Requesting Action

Property with no access and no issues

Staff requests bringing these items with basic design elements relative to the surrounding area to the respective Committees for comment and provide their recommendations back to City Council.

City Properties with issues.

Most of these encroachments would go thru Code Compliance standard process.

Encroachments that pre-date the City's incorporation and would require some level of legal assistance and City Council Direction. These would require contacting the adjacent property owners to discuss removal of these encroachments.

The re-establishment of the Sterling Shores Beach Access may require some level of legal assistance and City Council Direction.

In all cases City Council will be updated on progress of the encroachments.

As these items are resolved they will be brought to the respective Committees for comment and provide their recommendations back to City Council.

Councilmember Ramswell requests the city's attorneys follow up on issues related to the Sterling Shores water access that was closed off a few years ago and was being looked at legally and provide information back to council.

Councilmember Ramswell noted that the presentation included a category of properties with no access and no issues. She opined that a right-of-way with no access is an issue by itself.

Mr. Bodi explained that those particular segments of rights-of-way are vacant wooded areas which can easily be cleaned up and create access. At this time, the wooded areas make it inaccessible.

Councilmember Schmidt would like staff to determine the costs for clearing or cleaning up rights-of-way, properties or easements with no access and no issues with code enforcement to provide waterfront access.

The City Manager asked if the council wants that to be a part of the next visioning session since they are about to approve their budget for the upcoming year.

Councilmember Destin recommends staff looking into the easement language before taking any further action because many of the easements contain some language on how they could be used; and some are not allowed to be used as water access.

Councilmember Bagby recommends staff following the process in identifying solutions to problems that have been identified. This includes taking the matter to appropriate advisory committees and obtaining their recommendation regarding prioritization, and to the city's attorneys for researching allowable uses for the easements.

Ms. Sandy Trammell, Parks and Recreation Committee Chair, noted that this whole issue has never been assigned to any of the city's advisory committees. They cannot turn these easements into a park because there is no parking available there, and the city does not have a code that allows them to have a park without parking. They do not have a pedestrian park code which would allow them to turn these easements into a neighborhood park. She recommends the city reviewing their budget and deciding what they want to do with these easements; adding that further directions need to be given by the council before any of the committees can address this issue because it is going to be bigger than what a volunteer committee can handle.

Councilmember Bagby stated that staff should not be bringing a problem without a recommended solution to the council. He continued that a large portion of this issue does not involve the Parks and Recreation Committee, but there are parts that should be brought before that committee. He expects staff to come up with a plan and a strategy for executing that plan and to bring all relevant information to council so they could provide further direction.

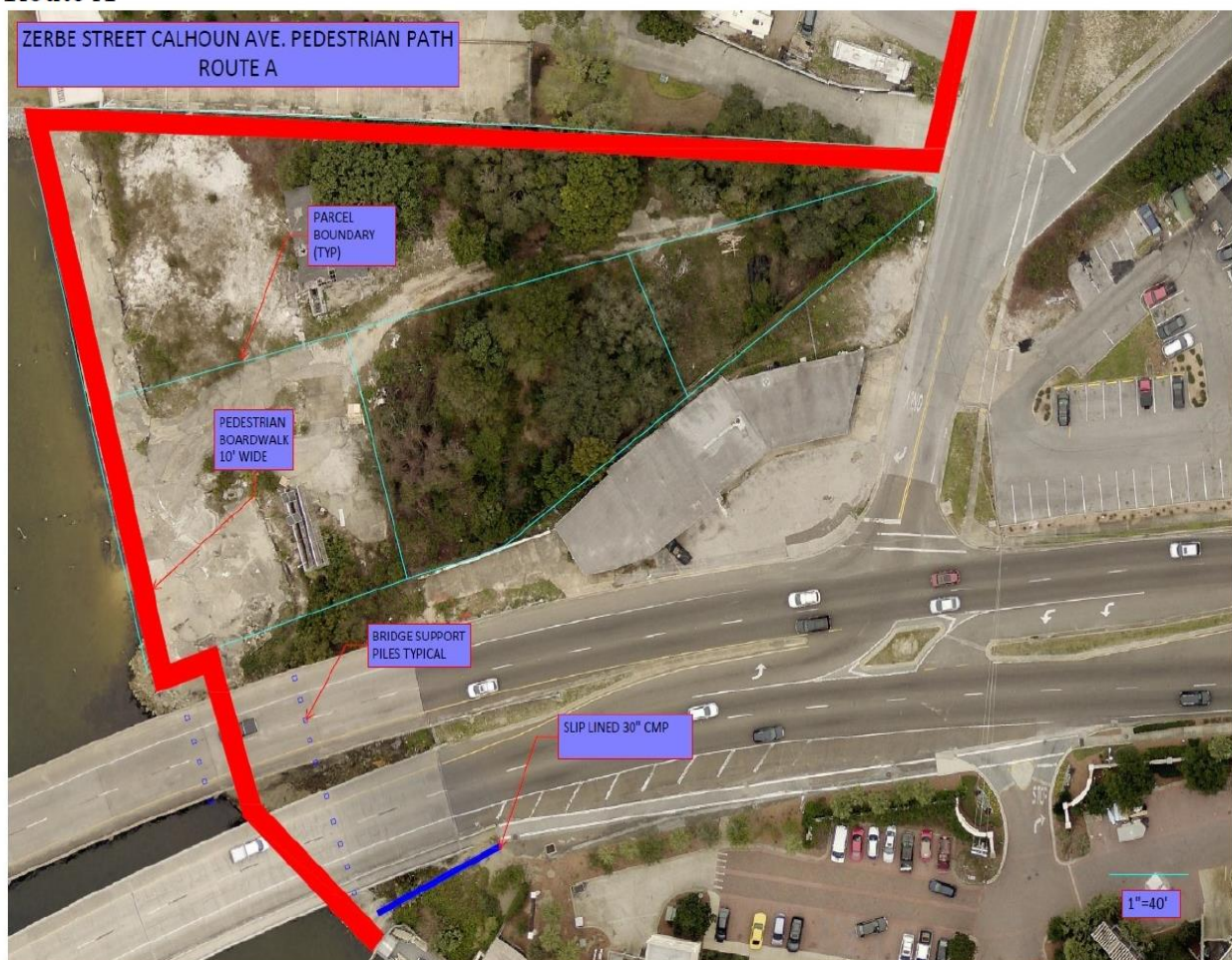
Councilmember Bagby moved to direct the City Manager to direct staff to determine allowable uses for the easements, get an estimate on the costs for improving these easements, and to provide recommendations and obtain further directions from the council within the next 3 months; seconded by Councilmember Destin. Motion passed 7-0.

(Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

F. Route Selection for Zerbe/Calhoun Pedestrian Improvements Phase II

The City Engineer David Smith noted that the city hired Baskerville-Donovan for the Zerbe/Calhoun Pedestrian Improvements Phase II on June 7, 2021. The firm has since performed pre-design services that include site visits, reviewing available information, topographic survey, and met with the city to review possible routes. The firm has identified 4 possible routes for the pedestrian improvement. He presented the following options and associated pros and cons, stating that the primary concern is the 20’ grade differential along Calhoun Avenue between Zerbe Street and US Hwy 98. He added that compliance with the American Disabilities Act will be challenging, and the steep grade will not encourage use of the trail within the existing rights-of-way:

Route A



Pros:

- *Less elevation difference than the total between Zerbe and US 98 – 15'
- *Does not require improvements to run along US Highway 98/State Route 30
 - Less Noise
 - More opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Less exposure to the elements, primarily the sun
- *Less likely to require removal with subsequent maintenance or replacement of Marler Bridge
- *Best site corridor (comp plan)

Cons:

- *Must still traverse 15' of elevation difference between Zerbe and the cut-off point
- *Would require property acquisition or easements
- *Possible issues with safety if the property is not developed
- *May require repair of private seawall

Route B

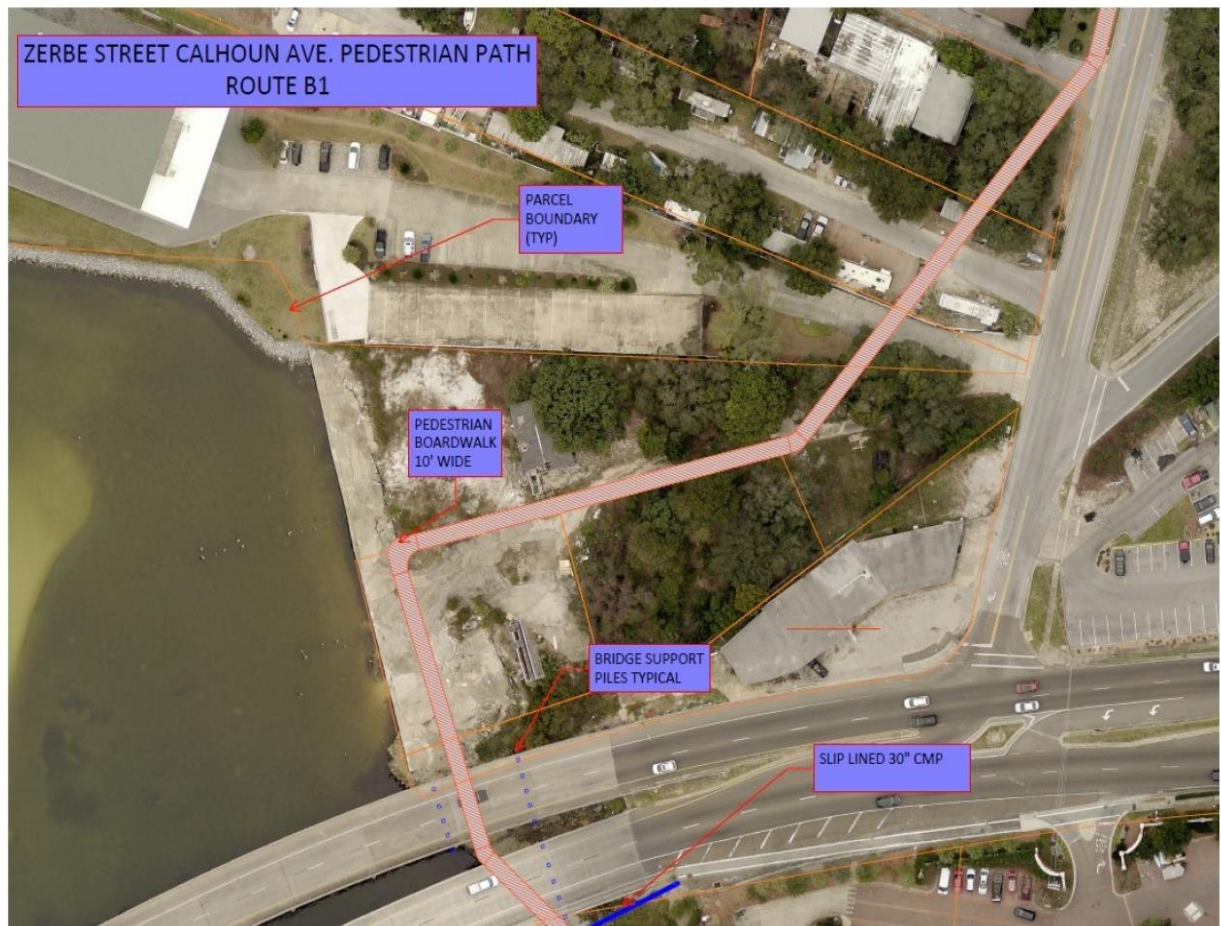


Pros:

- *Less elevation difference than the total between Zerbe and US 98 – 15'
- *Does not require improvements to run along US Highway 98/State Route 30
 - Less Noise
 - More opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Less exposure to the elements, primarily the sun
- *Best site corridor (comp plan)

Cons:

- *Must still traverse 15' of elevation difference
 - *Would require property acquisition or easements
 - *Possible issues with safety if the property is not developed
- *Less likely to require removal with subsequent maintenance or replacement of Marler Bridge

Route C

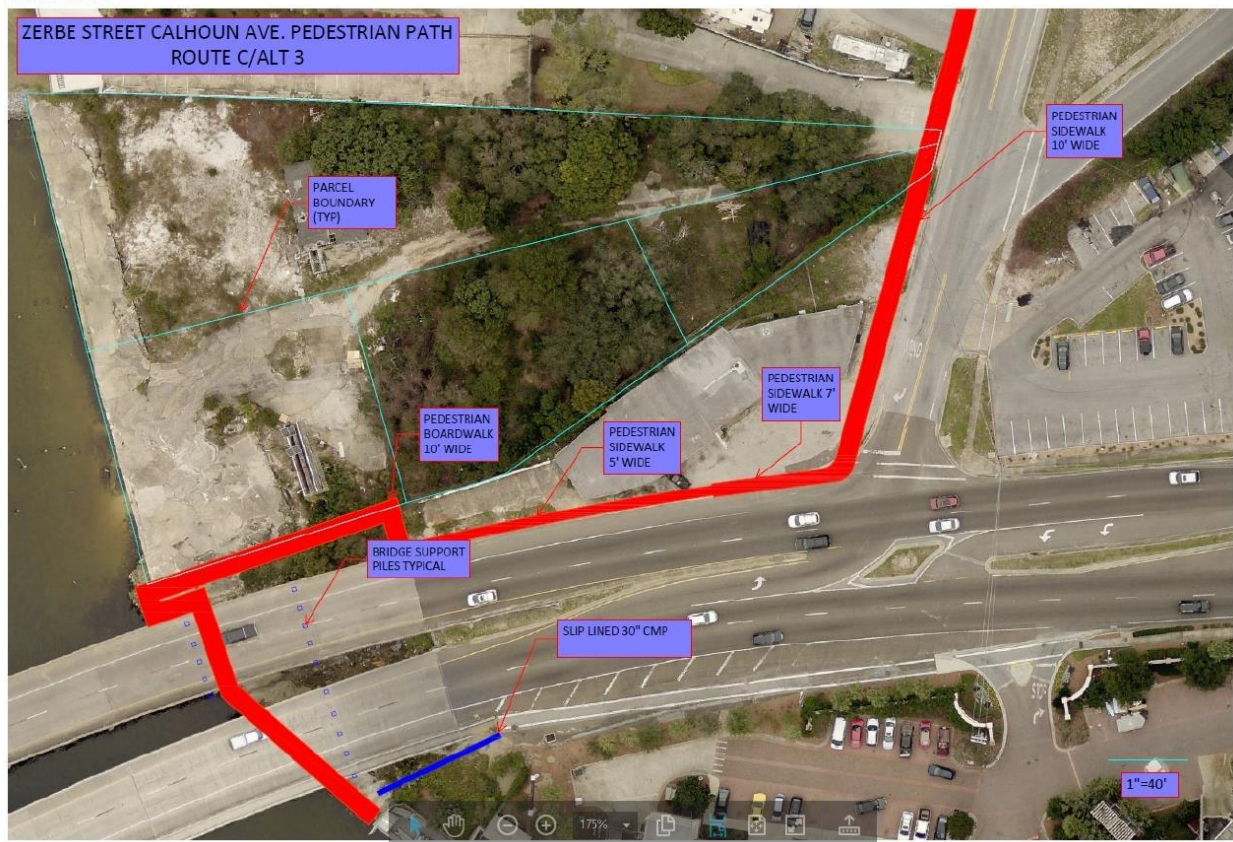
Pros:

- *No significant elevation difference. This route would provide a relatively level terrain between the Harbor Boardwalk and Zerbe Street.
- *Would be most encouraging as to the use of the facility
- *Does not require improvements to run along US Highway 98/State Route 30
 - Less Noise
 - More opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Less exposure to the elements
- *Less likely to require removal with subsequent maintenance or replacement of Marler Bridge
- *Best site corridor (comp plan)

Cons:

- *Would require the most property acquisition or easements
- *Possible issues with safety if the property is not developed
- *May require repair of private seawall

Route D



Pros:

- *Least amount of acquisition and/or easements

Cons:

- *Requires improvements to run along US Highway 98/State Route 30
 - More Noise
 - More exposure to the elements
- *Less opportunity to provide pedestrian amenities
 - Trees
 - Benches
 - Water Features, etc..
- *Must still traverse 20' of elevation difference
- *Most ADA compliance issues
- *Most likely to require removal with subsequent maintenance or replacement of Marler Bridge
- *Most exposure to the elements
- *Would require property acquisition or easements
- *Possible issues with safety if the property is not developed

Councilmember Schmidt suggests creating another design where people could just walk up to Sibert Avenue from the city's parking lots and to the potential new boardwalk under the bridge, since there are easement or safety issues associated with each of the current design options.

Councilmember Braden stated that Route A might be the best option, but pedestrians may not be willing to walk that distance just to get to the boardwalk under the bridge. The rest has potential danger associated with each.

Councilmember Ramswell stated that she prefers Route C, but she wants to know the reason the route gets off the road, and then cuts across other properties before it takes the westerly turn.

According to Mr. Smith, the elevation starts right where the route comes off of Calhoun Avenue. If they proceed up to where Route A or Route B comes off of Calhoun Avenue, they are actually traversing about 75 percent of the elevation difference between Zerbe Street and US Hwy 98. The roadway goes up, but the property stays relatively flat.

Councilmember Ramswell noted there are 3 properties along that particular route that are owned by the same corporation which the city has done business with before, and since each is either vacated or has issues, it might not be very difficult to negotiate and obtain them.

Councilmember Destin stated that Routes A, B and C are not attainable. The owners of the vacant properties they just discussed intend to put something on those parcels, and that he does not foresee any chance they will provide the necessary easement to the city. The only option available is Route D where they could use the existing right-of-way, so an easement is not

necessary. They could put some improvements in place that would mitigate the distance to US Hwy 98 and other issues that were brought up.

Councilmember Bagby recommends looking at the feasibility of putting in an ADA compliant tunnel as an option, similar to the one being constructed on east end of 30A on US Hwy 98 with FDOT paying for majority of the cost. There is also a tunnel underneath the Scenic Road going to the Crab Trap Restaurant from Destiny East.

Councilmember Destin moved to consider going forward with Option D and putting some improvements in place that would mitigate the closeness to US Hwy 98 and addressing some of the other issues that were discussed; and also looking at the feasibility of adding an ADA compliant tunnel. Councilmember Bagby provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

F. Development of a City-Wide Safety Program

Mr. Smith provided the following presentation:

City Wide Safety Program

Council and/or community has asked staff to evaluate the following areas to address speeding/safety concerns.

Community Concerns

- **3rd Street** between 5th Street and Kelly Street
- **Sibert Avenue** from Kelly Street to Zerbe Street
- **Spring Lane** between Legion Drive and Kelly Street
- **Stahlman Avenue** between Kelly Street and Hickory Street
- **Legion Drive** between Beach Drive and Benning Drive
- **Indian Bayou Subdivision**
 - Country Club East Drive
 - Country Club West Drive
 - Indian Bayou Drive
- **Dolphin Street**

Council Concerns

- **Calhoun Ave** from Zerbe Street to Clement Taylor Park
- **Pine Street** between Calhoun Avenue and Sibert Avenue
- **Forest Street** between Calhoun Avenue and Sibert Avenue
- **Cross Town Connector**
 - **Commons Drive** from the Roundabout at Indian Bayou Trail to Airport Rd
 - **Airport Road** from Commons Drive to Main Street
 - **Legion Drive** between Main Street and Beach Drive
 - **New Section of Cross Town Connector** between Beach and Benning Drive
 - **Azalea Drive** between Benning Drive and Stahlman Avenue
 - **Stahlman Avenue** between Azalea Avenue and US 98

Background Research

- Talked with multiple residents
- Talked to law enforcement and emergency responders
- Observed each location, and
- Collected data

Areas of Concern



Field Observations

- Lack of neighborhood sidewalks
- Vehicles parked in right-of-way
- Lack of traffic calming
- Does not meet warrants/policy
- Overgrowth
- Dead or dying grass on right of way
- No community action programs

Facts

- Cars are speeding
- Speeding cars do impact neighborhood safety
 - Even if it is only a small percentage
 - It only takes one car, one crash
- Residents are upset and concerned
- Slow down
- The safest solution is to separate modes

Problem

- Lack of multimodal infrastructure
 - Sidewalks
 - Bike lanes
 - Multi-use paths
- Parking on rights-of-way
- Overgrown landscaping
- Lack of locations within close proximity of home where it feels safe for adults, children, and families to play and have an active lifestyle
- Lack of an organized effort that actively involves all stakeholders to develop, implement, and enforce neighborhood safety programs

How To Move Forward?

- Community Engagement
- Education/Encouragement
- Engineering
- Enforcement
- Emergency Response

Proposed Safety Toolbox

- Vision Zero
- Complete Streets
- Built Environment
- Traffic Calming

Conclusion

- Community safety should be the top priority

Councilmember Hebert moved to direct the City Manager to develop a city-wide safety program to provide a framework for stakeholders to work together to address speeding and other safety concerns based on:

- **Community Engagement**
- **Education/Encouragement**
- **Engineering**
- **Enforcement**
- **Emergency Response**

Councilmember Bagby provided a second to the motion.

Councilmember Destin opined that the root cause of all the problems is speeding vehicles, and that the Sheriff's Department does not have the resources to enforce speeding in all neighborhoods. It justifies the effectiveness and the need for speed humps and/or 3- or 4-way stop signs. These are viable solutions for slowing traffic down, and that he recommends making it part of the motion.

Councilmember Hebert offered an amended motion to direct the City Manager to develop a city-wide safety program to provide a framework for stakeholders to work together to address speeding and other safety concerns based on:

- **Community Engagement**
- **Education/Encouragement**
- **Engineering**
- **Enforcement**
- **Emergency Response**

And that speed bumps and/or 3- or 4-way stop signs are viable options to be considered by the stakeholders.

Councilmember Bagby provided a second to the amended motion.

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

The City Manager announced there is no budget currently assigned for this project, and that there is \$100,000 assigned to it for next year's budget if approved at the next two budget hearings.

H. Announcements:

- 1) CRMHP Update
- 2) Chapter 164 Meeting #2: Wednesday Sept. 8th, 8:30am, Convention Center
- 3) Budget Hearing #1: Thursday Sept. 9th, 5:30pm, City Hall Annex
- 4) Board and Committee Appointment

Councilmember Bagby moved to appoint Patti Brown to the Board of Adjustment, seconded by Councilmember Ramswell.

There was a question as to whether Ms. Patti Brown had an active litigation with the City of Destin.

The City Attorney noted there is no active litigation at this time. They are at a pre-suit stage of the Bert J. Harris case. As with the other short-term rental Bert J. Harris cases, many of which were settled before there was litigation. He added there is no technical rule a person cannot be appointed as member of a standing committee even if there was litigation. It is council's prerogative to appoint the individual.

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

Motion by Councilmember Destin, seconded by Councilmember King, to appoint Bobby Wagner to the Board of Adjustment passed 7-0. (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted "yes").

5. PUBLIC HEARINGS

A. Ingenium Enterprises, Inc., on behalf of RW Management Ltd., is requesting approval for a Major Deviation to an Existing Major Development Order. The project is located at 34898 Emerald Coast Parkway (Parcel ID: 00-2S-22-0588-0000-0030). The property is approximately 0.70 acres and is currently the location of the vacant Edwin Watts Golf Shop. The applicant is proposing a new, ±2,381 SF single story restaurant with a drive-thru, along with the associated infrastructure.

The City Attorney sworn in the following individuals for testimony:

Daniel Butler, Senior Planner, City of Destin
Erik Houston, Authorized Agent, Ingenium Enterprises, Inc.

The City Attorney asked each member of the council and mayor whether they have had any ex-parte communications regarding the project.

Each member of the council and the mayor announced they have not been involved with any ex-parte communications regarding the project.

City Planner Daniel Butler noted that the property has a Future Land Use Map designation of Commercial General and zoning designation of Commercial General. The proposed project is consistent with the Comprehensive Plan and Land Development Code. Limited-service restaurant is an appropriate use within the Commercial General future land use designation and conditional use within the Commercial General zoning district. The conditional use hearing was approved by the Local Planning Agency on January 21, 2021, and approved by the City Council at the February 16, 2021 meeting.

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

Councilmember Ramswell moved for approval of Panda Express, a Major Deviation to an existing Major Development Order; seconded by Councilmember King. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

B. Edwin L. Stanford, on behalf of the Fletcher Lisa Trust, is requesting a Planned Unit Development and Major Subdivision preliminary plat approval. The project is located at 318 Sibert Ave & 412 Kelly St (Parcel IDs: 00-2S-22-0310-000D-1700, 00-2S-22-0310-000D-1710, and 00-2S-22-0716-000H-0010). The properties total approximately 2.52 acres and will consist of a private gated development with 12 single-family residences, along with the associated infrastructure and platting.

The following individuals were sworn in for testimony.

Steve O’Connor, Principal Planner, City of Destin
Brad Fletcher, Applicant
Edwin Stanford, Authorized Agent, Core Engineering & Consulting, Inc.

The City Attorney asked each member of the council and mayor whether they have had any ex-parte communications regarding the project.

Councilmember Schmidt – “none”

Councilmember King noted he had some discussions with the applicant related to the general nature of the proposed development, and that he expects no impediment to this process.

Councilmember Hebert – “none”

Mayor Jarvis – “none”

Councilmember Bagby – “none”

Councilmember Destin – “none”

Councilmember Ramswell – “none”

Councilmember Braden – “none”

Principal Planner Steve O’Connor noted that the property has a Future Land Use Map designation of Low Density Residential, and a zoning designation of Low Density Residential – Village. The proposed project is consistent with the Comprehensive Plan and Land Development

Code. Maximum density allowed is 5.81 dwelling units per acre. Density provided was 4.76 dwelling units per acre.

Mr. O'Connor also noted that Planned Unit Developments are designed to provide an alternate method of land development not otherwise available within the framework of the Land Development Code. This use may be assigned to land which is to be developed utilizing innovative design techniques for the purpose of achieving one or more of the following development objectives:

1. The preservation and sensitivity to significant environmental or topographical features on the site.

Staff Comments: The property does not have any significant environmental or topographical feature on site that require preservation.

2. The accommodation of a mixture of uses on a single parcel of land made internally and externally compatible through use limitations, sign control, building orientation, buffering, or other techniques which may be appropriate to a particular development proposal.

Staff Comments: The proposed project does not incorporate a mixture of uses within the development, rather, the project consists of strictly long-term, single-family detached dwellings.

3. The accommodation of a juxta positioning of buildings with exceptional setback or separation distances made internally and/or externally compatible through strategic landscape and spatial design.

Staff Comments: The proposed single-family detached dwellings provide the minimum setbacks in accordance with the Land Development Code.

4. The accommodation of a comprehensively planned and phased development or redevelopment project involving multiple ownerships which provides for interrelated uses, circulation patterns (both vehicular and pedestrian), building orientation, parking areas, architectural motifs, signs, open spaces, vistas, amenity areas and like features which positively contribute to the area being developed or redeveloped in the city.

Staff Comments: The project proposes new detached single-family dwelling opportunities within the area; however, there are no unique site characteristics such as building orientations, parking area, open spaces (with the exception of a stormwater retention area), or amenity areas.

Mr. O'Connor added that since the proposed development does not meet the above purposes of a Planned Unit Development per the Land Development Code, staff cannot make a recommendation of approval. Staff does recognize the unique opportunity presented with the

proposed development on underutilized land surrounded by developed properties. The City Council is now responsible for determining whether the proposed development is unique enough to approve, or approve with conditions, and waive the requirements of a Planned Unit Development per the Land Development Code.

At this time, Mr. Brad Fletcher, approached the podium and provided each member of the council a folder consisting of a map showing location of proposed development as well as a representation of the finished product. He stated this is an anchor project for that area. The property is surrounded by non-conforming uses (i.e., random mixed of warehouses, trailer park, and duplexes). They want to construct a gated community to enhance safety in that area. He is proposing to build a neighborhood to anchor that entire neighborhood community.

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

Councilmember Braden moved for approval of the Planned Unit Development and Major Subdivision identified as “Destin Cottages” and the associated Land Development Code deviations; seconded by Councilmember Hebert.

Councilmember Ramswell asked if the proposed project went before the Local Planning Agency (LPA); adding there were no comments relating to recommendations by the LPA in the staff report, or a copy of the LPA meeting minutes attached to the report.

Community Development Director Louis Zunguze explained that the current process is that these types of projects do not go to the LPA; and that they are considering making that change in the LDC.

Councilmember Ramswell noted there were no impact fees being calculated. She asked when impact fees are calculated.

Mr. O'Connor stated that impact fees will be calculated at the time of building permitting, which is the standard procedure.

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

C. Destin Water Users, Inc. is requesting approval for a Major Development Order approval. The project is located at 14 Industrial Park Lane (Parcel IDs: 00-2S-22-0000-0001-001A; 00-2S-22-0000-0001-0620; 00-2S-22-0000-0001-0010). The property totals approximately 32.78 acres and is currently the location of Destin Water Users (DWU). The applicant is proposing to demo the existing metal buildings to the west of the training building and to construct of three new buildings (warehouse building, departmental storage building /

workshop, and an office building) and a parking garage within the existing DWU campus, to be utilized by the existing staff.

The City Attorney sworn in the following individuals for testimony:

Daniel Burler, Senior Planner, City of Destin
Lockwood Wernet, Destin Water Users, Inc.
Monica Wallace, Destin Water Users, Inc.

The City Attorney asked each member of the council and mayor whether they have had any ex-parte communications regarding the project.

Each member of the council and the mayor announced they have not been involved with any ex-parte communications relating to the project.

Mr. Butler noted that the property has a Future Land Use Map and zoning designation of Institutional. The proposed project is consistent with the Comprehensive Plan and Land Development Code. It has been deemed to have a de minimis impact by the Traffic Engineer; therefore, the project is not subject to transportation concurrency requirements per the Comprehensive Plan. Staff recommends approval.

Mr. Lockwood Wernet stated that a lot of their facilities predate the Hurricane Andrew Building Codes. Following Hurricane Michael, they determined that these facilities would not have withstood the hurricane have they gotten a direct hit, and the water system throughout Kell-Aire Subdivision would have been devastated and would need a major repair. They realized they needed to harden their facilities. They would need to rebuild several older structures to 160 miles per hour wind code requirements. This would provide them a safe place and the opportunity to respond quickly and more effectively following a major storm.

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

Councilmember Ramswell moved for approval of the Destin Water Users Campus Improvements, a Major Development Order; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted “yes”).

6. CONSENT AGENDA

- A. NW FL Track Club, Inc. - Request for use of ROW for Rodeo Run
- B. Miscellaneous Asphaltic Services Contract, authorization to renew contract, proposed price adjustments
- C. Miscellaneous Road Striping Services, authorization to renew contract
- D. Miscellaneous Stormwater Maintenance Services, authorization to renew contract
- E. Miscellaneous Pest Control Services, authorization to renew contract

- F. Miscellaneous Generator Maintenance Services, authorization to renew contract, price Increase
- G. Miscellaneous Fire Safety Equipment, authorization to renew contract
- H. Miscellaneous Mechanical Services, authorization to renew contract, price increase
- I. Miscellaneous Electrical Maintenance Services, authorization to renew contract
- J. City-Wide Backup Server Subscription
- K. EnerGov Annual Maintenance and Support
- L. CivicPlus Electronic Government Services
- M. Renewal & Replacement Program, 15-ton Air Conditioning System for City Hall Annex, authorization to purchase after-the-fact
- N. Expenses incurred by Councilmember Ramswell while attending the Florida League of Cities 2021 Annual Conference from August 11 - 15, 2021 in Orlando, Florida
- O. Draft minutes of Standing Boards & Committee Meetings
- P. Christmas Holiday Lighting, authorization to purchase

Councilmember Ramswell requests Consent Agenda items 6B thru 6I, as printed above, be pulled for further discussions.

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

With regards to Consent Agenda 6F – Miscellaneous Generator Maintenance Services, Councilmember Ramswell noted they found out last year that they were paying \$590 a month for a generator at the Sheriff’s Office which did not exist. She asked if that issue has been settled.

Public Works Director Michael Burgess noted that the current charges in the contract are for an annual service fee for two semi-annual services. The council authorized the purchase of a new generator for the city’s maintenance facility on Common’s Drive about 6 months ago. They also authorized the re-installation of their older generator back at the Sheriff’s sub-station on Stahlman Avenue. They now have 5 generators, one in each of the following 5 locations - City Hall, City Hall Annex, Public Works Shop, Heritage Run Pump (Benning Drive), and the Sheriff’s Substation. He also stated that they did not automatically received invoices for these services in the past, and that they were only charged for services performed. They would not have been charged for maintenance of the generator at the Sheriff’s Sub-station because non existed at the time. Also, there was an addendum to the original contract last year which officially removed the Sheriff’s Substation generator from the price list. That addendum was not included this time since there is now a working generator at that facility.

Councilmember Ramswell noted that the Sheriff’s EOC facility is listed in the Miscellaneous Fire Safety Equipment contract renewal document; however, the Sheriff’s Office does not have an EOC.

Finance Director Krystal Strickland noted that the EOC being referenced in the contract was the facility located behind the main city hall building. The facility is still active, and it is

where some of the city's critical equipment are kept. She also stated that the Sheriff's Substation and the EOC facility ended up in the same line as they are both related to public safety and under a similar account coding.

Councilmember Ramswell asked why the city is continuing to pay for the Sheriff's Office property.

Ms. Strickland noted that the Sheriff's substation is a property of the city. It is being inhabited by law enforcement officers to provide law enforcement services for the city.

Motion by Councilmember Ramswell, seconded by Councilmember King, to approve Consent Agenda items 6B thru 6I, 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

B. Councilmember Ramswell

1) Resident vs. Non-Resident Distinction

Councilmember Ramswell stated there are people who live in Kelly Plantation but joint property owner for several other properties located within the city, and pay taxes to the city, are required to pay non-resident fee when they go to Joe's Bayou.

The City Attorney stated this is a policy issue related to people who do not necessarily reside within the city limits of Destin but own property within the City whether they could take part in some of the city's amenities such as Joe's Bayou passes. He stated that by law, the legal definition of a resident is where a person lives and intends to live in the future. For instance, a person who lives in Kelly Plantation but owns property located within the City of Destin is not generally considered a resident of the city in the traditional sense of the law. However, this does not necessarily mean this council is bound by that term. The council can define a resident however they feel is appropriate. It is a policy direction from the council, and it is within their purview to change the policy as they so desire.

Councilmember Destin stated that while he understands the rationale in this case, he would prefer to stay within the traditional homestead rule. Otherwise, they have thousands of condominium owners from all over the country who would also qualify for the resident discount, and that he would not be in favor of it.

2) City's volunteer committee mission/training/tasking/utilization

Councilmember Ramswell requests above topic be added to a future agenda for discussion of the committees' missions and the city and committees' expectations with regards to tasking, and how to better utilize the committee system.

Next, Councilmember Ramswell requested an update on post occupancy building inspection.

According to the Land Use Attorney, the city is planning on bringing proposed ordinance to the Local Planning Agency in October 2021.

Councilmember Ramswell also addressed the issue of residents renting out their backyard and swimming pool to other people in an hourly basis, and that it is being advertised online. She directed the City Manager to bring back a proposed ordinance on how to better address this issue.

According to the Land Use Attorney, the city could address this issue under the current code as potential commercial issue in a residential area; but it would be easier from an enforcement perspective to have a separate code provision that prohibits that practice, or to limit impacts such as parking.

C. Councilmember Destin

D. Councilmember Bagby

Councilmember Bagby would like to see highlighted in a fee structure that the applicant pays for a referendum, if required, for a petition for a right-of-way vacation.

Councilmember Bagby also requests the City Attorney and the City's Special Counsel Jeff Burns draft a request for an Attorney General's Opinion on the proposed TDD expansion and place it on the next council meeting agenda.

Finally, Councilmember Bagby would like the City Manager and the Parks and Recreation Committee to look into the feasibility of converting a 60-foot-wide utility easement located between Windsor Forrest and Eagle's Landing subdivisions into a linear park.

E. Councilmember Hebert

- 1) Expanding the drive-through lanes at Whataburger, Krispy Kreme and Chick-fil-A

Councilmember Hebert asked staff to expound on this issue.

According to Mr. Zunguze, the city is presently in discussion with Chick-fil-A about their current site and will be reaching out to Whataburger and Krispy Kreme as well.

- 2) Littering Fines

Councilmember Hebert requests the City Manager brings back a proposed ordinance amendment within the next couple of meetings possibly increasing littering fines in the City of Destin from \$100 to \$1000.

3) *Welcome to Destin* Sign

Councilmember Hebert requests council's permission to work with the city manager and/or staff in reaching out to the Eglin administration and working on some alternatives such as raising the *Welcome to Destin* sign about a foot above the fence line, allowing the city to put fencing around the sign to let people have their pictures taken in front of the sign, or possibly moving the sign to the other side of the Marler Bridge.

Motion by Councilmember Bagby, seconded by Councilmember Schmidt, to afford Councilmember Hebert the fact-finding authority passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Ramswell, and Braden voted "yes").

F. Councilmember King

G. Councilmember Schmidt

Councilmember Schmidt would like to reach out to Destin High School to see if they would be interested in promoting an idea that would be beneficial for the city's youth which is to get involved with some of the city's projects.

It was the consensus of the council to afford Councilmember Schmidt the opportunity to discuss youth matters with Destin High School.

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 9:40 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 2.A.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Artificial Reef Program Presentation - Okaloosa County Coastal Resource Manager - Alex Fogg

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:

1. 20211101 Destin City Council
2. REEF Act Support S 2946

An underwater photograph featuring three lionfishes in the foreground, their distinctive striped patterns and spiky fins clearly visible. They are positioned over a sandy seabed with some coral. In the background, a large, dense school of smaller fish swims in the blue water.

Destin – Fort Walton Beach Coastal Resources

UPDATE

NOVEMBER 1, 2021

DESTIN
FORT
WALTON
BEACH
FLORIDA

Overview

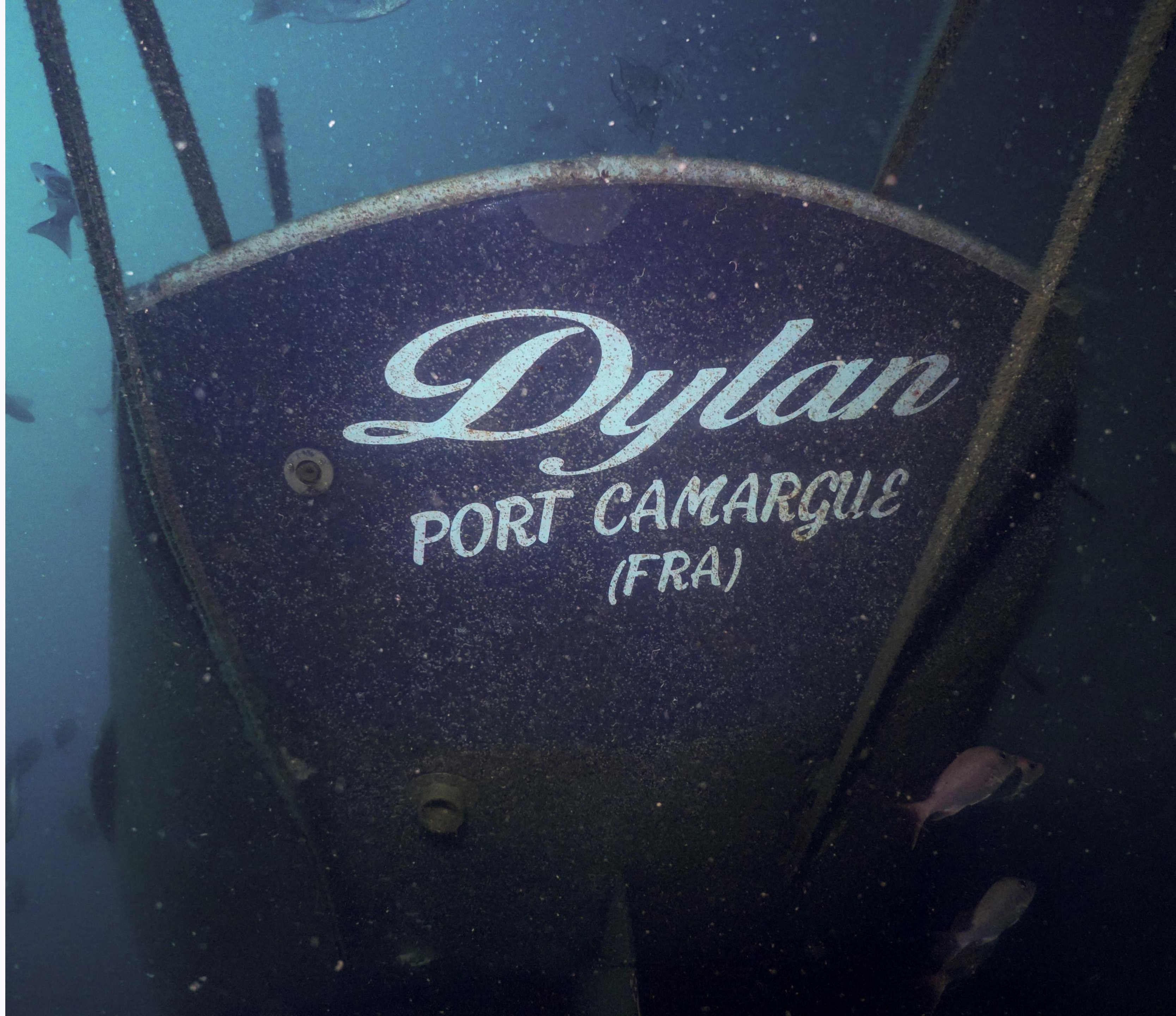
PROJECT UPDATES

- Artificial reefs
- Fish aggregating devices
- Emerald Coast Open lionfish tournament
- Other projects



Artificial Reefs.

- The S/V DYLAN deployed September 2020.
Donation from US Customs.
- Four additional snorkel reefs (325 modules) were completed in Spring 2021. Funded by RESTORE.
- 62 reef structures in two patch reefs. Deployed May 2021. FWC and TDC funded.
- USAF BIG DAWG is a 93ft military vessel donated by Hurlburt Field. Deployed May 2021.
- The M/V BRANNON is a 65ft navy catamaran that was donated to the County. Deployed July 2021.
- The M/V MISS JOANN is a 73ft Tugboat that will be deployed in the coming months.
- 1,000+ tons of donated concrete materials will be deployed in early 2022
- Receiving \$1.2mil grant in 2022 for additional modules reefs.



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HENDERSON PARK WEST

Destin, Okaloosa County
GPS 30°22.828'N, 86°27.169'W

The reef here at Henderson Park West includes a total of 78 reef modules featuring four discs affixed to a central pole. (See model inset image.) Deployed in spring 2021, it is one of several artificial reefs deployed by the County. These reefs help support the growth of sponges and marine plants and algae, all of which provide habitat and food for a variety of juvenile and adult marine life. Some of the more notable species often spotted at this site are identified along the bottom of this sign. Funding for this project was provided by the Natural Resource Damage Assessment Artificial Reef Creation and Restoration Project.

Species you may see:


STRIPED BURRFISH
CHILOMYCTERUS SCHOEFFI


GREY TRIGGERFISH
BALISTES CAPRISCUS


MANGROVE SNAPPER
LUTJANUS GRISEUS


LOGGERHEAD SEA TURTLE
CARETTA CARETTA


ATLANTIC SPADEFISH
CHAETODIPTERUS FABER


SHEEPSHEAD
ARCHOSARGUS PROBATOCEPHALUS


COMMON OCTOPUS
OCTOPUS VULGARIS

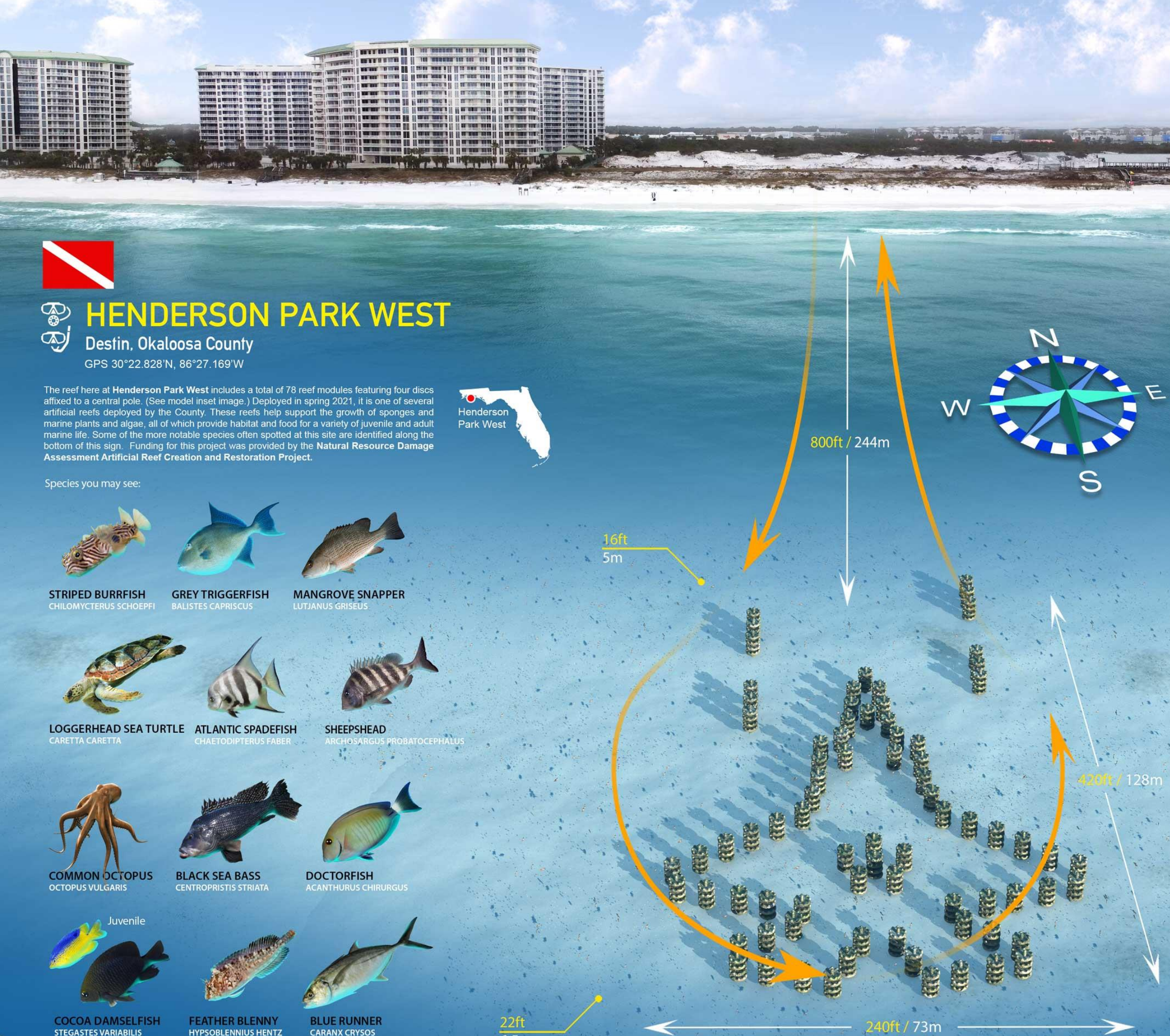

BLACK SEA BASS
CENTROPOMUS STRIATA


DOCTORFISH
ACANTHURUS CHIRURGUS


Juvenile
COCOA DAMSELFISH
STEGASTES VARIABILIS


FEATHER BLENNY
HYPSOBLENNIUS HENTZ


BLUE RUNNER
CARANX CRYSOS



A FEW SAFETY PRECAUTIONS TO CONSIDER:

- Divers and snorkelers should consider carrying a flotation device if swimming out to the reef from the beach.
- Diving or snorkeling with a buddy is strongly recommended.
- Life preservers are required for each passenger on board a kayak, stand-up paddle board or canoe.
- Whether swimming or boating, consider telling someone who is staying on shore where you plan to explore and when you plan to return to the beach.

! This snorkeling reef is not patrolled by lifeguards. Explore at your own risk!
Be aware of boat traffic, dangerous marine life, and strong waves, surges and currents.

KNOW YOUR LIFEGUARD FLAGS

- **GREEN** low hazard, calm conditions, exercise caution
- **YELLOW** medium hazard, moderate surf or currents
- **RED** high hazard, high surf or strong currents
- **RED over RED** (two flags) water closed to the public
- **PURPLE** dangerous marine organisms may be present




Artificial Reefs.

- The S/V DYLAN deployed September 2020. Donation from US Customs.
- Four additional snorkel reefs (325 modules) were completed in Spring 2021. Funded by RESTORE.
- **62 reef structures in two patch reefs. Deployed May 2021. FWC and TDC funded.**
- USAF BIG DAWG is a 93ft military vessel donated by Hurlburt Field. Deployed May 2021.
- The M/V BRANNON is a 65ft navy catamaran that was donated to the County. Deployed July 2021.
- The M/V MISS JOANN is a 73ft Tugboat that will be deployed in the coming months.
- 1,000+ tons of donated concrete materials will be deployed in early 2022
- Receiving \$1.2mil grant in 2022 for additional modules reefs.



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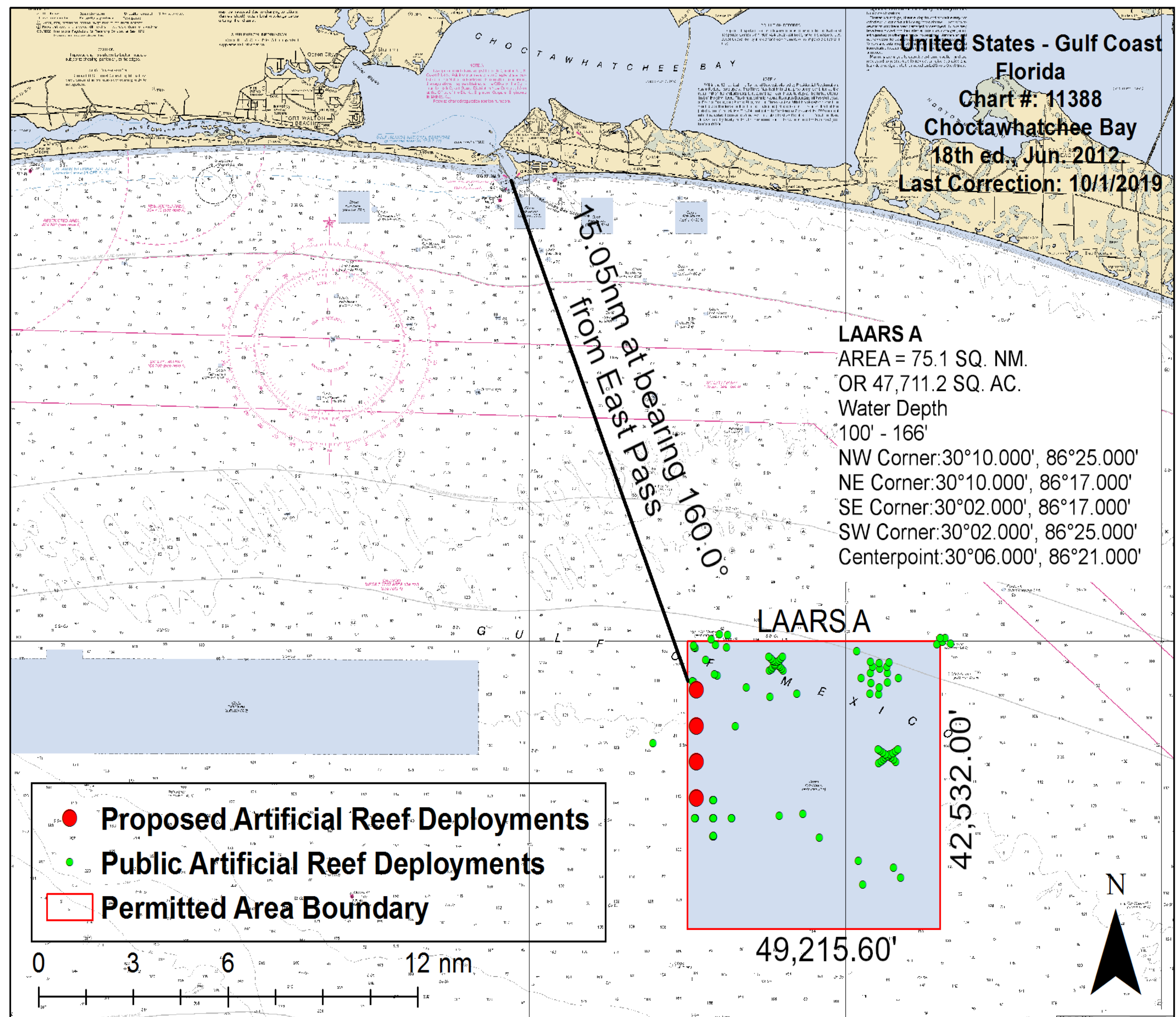
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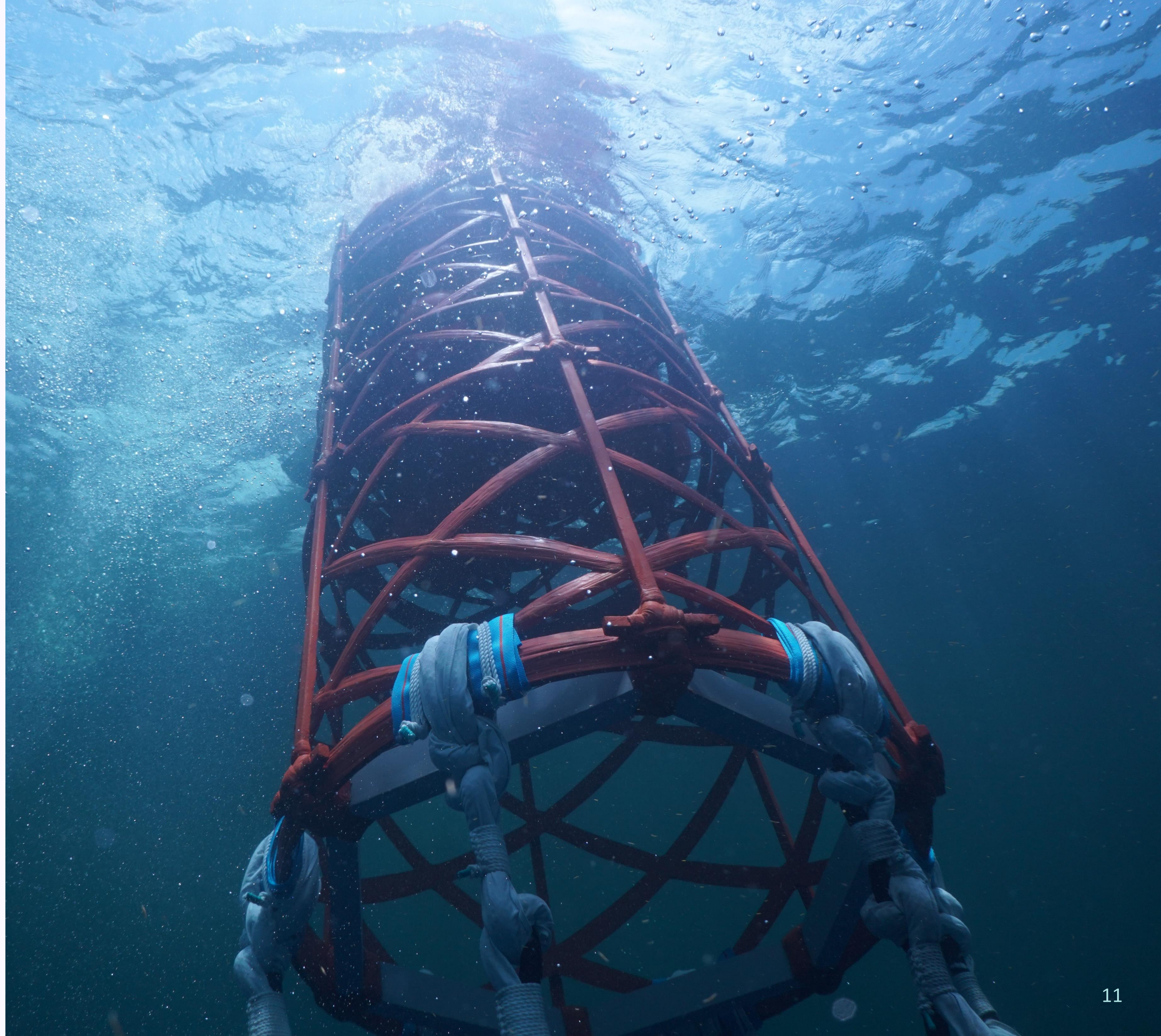
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Fish Aggregating Devices.

- First four FADs deployed August 11, 2020.
- Pelagic species are being caught, including Blue Marlin and large Yellowfin Tuna.
- Impacted by numerous tropical systems. No damage.
- Final four FADs were deployed January 2021.
- Installed eight acoustic dataloggers to track fish association and movement.
- October 2021, FAD #6 broke lose. Combination of factors contributed to failure.



An underwater photograph featuring a scuba diver in the upper center, looking down at a lionfish. The lionfish, with its distinctive red and white stripes and long, spiny fins, is positioned in the center of the frame. The background is a deep blue, and the foreground shows a rocky seabed with some red coral or sponge. The text "Emerald Coast Open" is overlaid in a large, white, sans-serif font, and "WORLDS LARGEST LIONFISH EVENT" is written in a smaller, white, sans-serif font below it.

Emerald Coast Open

WORLDS LARGEST LIONFISH EVENT

ECO by the Numbers.

- 2019 event resulted in more than 19,000 lionfish being removed.
- 2020 Main event and festival postponed and eventually canceled.
- 2019 and 2020 lionfish restaurant weeks involved 14 different restaurants that combined, served more than 1,000lbs of fillets.



ECO 2021.

- Pretournament started Feb 1, 2021.
- Main event and festival was May 14-16, 2021.
- 145 registered participants.
- 10,250 lionfish removed.
- Continuing partnership with FWC and local businesses.



Other Project Updates.

- Post hurricane season beach surveys and reports showed moderate sand loss from last years hurricane season.
- Sea Turtle monitoring and outreach is increasing.
- No wake sign inventory and repair.
- Derelict vessel removal.
- Cobia Tagging in collaboration with the Cobia World Championship.
- Beach cleanup and marine debris removals in April and September.
- Conduct Red Tide sampling for FWC.





Office of the Mayor

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-837-3267 | www.cityofdestin.com

October 25, 2021

Re: Reusing Equipment for Environmental Fortification (REEF) Act

The Honorable Marco Rubio
United States Senate
284 Russell Senate Office Building
Washington DC, 20510

Dear Senator Rubio:

I would like to take this opportunity to express the City of Destin's support for S.2946, the Reusing Equipment for Environmental Fortification (REEF) Act.

As you may know, the REEF Act encourages the Navy to prioritize the repurposing of retired vessels into artificial reefs to reinforce marine environments and create both recreational and economic opportunities. In addition, the bill would ensure that Congress is given advance notice when a vessel is expected to be retired, providing Congress with additional oversight and opportunities to seek the transfer of eligible vessels to State and local governments for artificial reefing purposes.

Destin is one of the premier coastal communities in Northwest Florida and home to the largest and most elaborately equipped fishing fleet in the State of Florida. In addition to fishing, recreational opportunities include golf, tennis, and water sports, including diving and snorkeling. The 100 fathom curve draws closer to Destin than any other spot in Florida providing the speediest deep-water access on the Gulf. The City of Destin supports this legislation that will not only provide opportunities for retired naval vessels to be considered for artificial reefs but offers essential ecological benefits and unique recreational opportunities for residents and tourists; and includes economic benefits that will generate financial growth for local businesses.

This legislation is currently under consideration in the Senate Committee on Armed Services. As our Representative in Congress, please continue working to move this bill through the legislative process in Committee and onto the Senate Floor for a final vote.

Again, I would like to take this opportunity to express our support for the Reusing Equipment for Environmental Fortification Act and thank you for your continued support of coastal communities within the State of Florida.

Sincerely,

Gary Jarvis, Mayor
City of Destin

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 4.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: October 25, 2021

SUBJECT: Quarterly Investment Report

I. BACKGROUND:

Attached for your review is the current quarterly investment report with schedules showing the current status of the City investment accounts with Raymond James. Summary tables of activity are provided in the Discussion section below.

II. DISCUSSION: The City Investment report is for the period ending September 30, 2021.

The investment account is split into five subaccounts in accordance with Resolution 12-12. The Emergency Operations account is to be maintained at a value equivalent to three months of operating costs (\$3.6m). The Emergency Maintenance account should have a balance similar to the Emergency Operations account (\$3.6m). The Debt Service account should hold a balance equivalent to one year of debt service (\$1.1m). Additional excess funds are invested into the Alternative Investments account and into a CD account. Certificates of Deposit (CDs) are maintained at a variety of banks in amounts not to exceed the FDIC insured balance (\$250,000) at each institution. Investments are made with the stated objectives and criteria outlined in Resolution 12-12 with the priorities being: safety, diversification, liquidity, public trust, and prudence.

In December 2020, staff worked with Raymond James to reallocate the investments to bring the subaccounts into compliance with Resolution 12-12. After the subaccounts for Emergency Operations, Emergency Maintenance and Debt Service increased to their proper balances, staff invested an additional \$5 million of excess cash not budgeted for expenditure this fiscal year into the subaccounts "Alternative investments" and "Certificates of Deposit".

Table 1 lists the balances by subaccount from inception (May 2013) side by side with the end of FY 2020 and balances of the through the current period ending September 30, 2021.

Table 1: Current value by subaccount

Investment Fund	May 2013	September 30, 2020	September 30, 2021	FY % change (Sept 21-Sept 20)/Sept 20
Emergency Ops	\$1,250,000	\$1,389,461	\$3,652,780	163%
Emergency Maint	\$1,350,000	\$1,491,340	\$3,654,264	145%
Debt Service	\$338,000	\$307,396	\$1,100,068	258%
Alt Investments	\$3,433,000	\$4,149,145	\$5,416,997	31%
CDs	\$2,951,000	\$3,185,043	\$1,915,437	-40%
TOTAL	\$9,322,000	\$10,522,385	\$15,739,545	50%

Table 2 shows the amounts we have invested by major investment type. Table 2 excludes cash balances that may be in the investment accounts. Cash balances vary with the timing of maturities and re-investment.

Table 2: City Investments as of June 30, 2021

Investments - Governmental Funds	Maturity	Rating	Fair Value
US Treasuries	11/30/22-11/15/29	U.S.	1,585,479.35
Mortgage and Asset backed securities	10/01/21-04/01/40	AA+ to AAA	9,429,410.60
Investment grade corporate bonds	03/15/22-12/15/30	BBB- to AA+	2,544,713.74
FDIC Insured certificates of deposit	10/18/21-06/30/23		1,528,000.00
Total investments - governmental funds			\$ 15,087,603.69

Table 3 summarizes account activity for the fiscal year to date (October 1, 2020 – September 30, 2021).

Table 3: FY 2021 Additions and Deductions

	FY 2021 YTD
Additions	
Contributions	\$ 5,234,644
Interest Earnings	291,529
Unrealized gain/(loss)	(250,557)
Total Additions	5,275,615
Deductions	
Investment Admin Expenses	58,455
Total Deductions	58,455
Net Change	\$ 5,217,160
Beginning Balance, Oct 1	\$ 10,522,385
Ending Balance, Sept 30	\$ 15,739,545

During Fiscal Year 2021, the City has realized income in the amount of \$291,529 and has seen an unrealized decrease in the market value of \$250,557. The City has paid investment administrative fees of \$58,455. The total cumulative market value gain on the City's

investments (May 2013 to September 2021) is \$1,188,428.

A current market report as of September 30, 2021 produced by Raymond James is attached as supplemental information regarding these investments. The report shows results on a calendar year basis instead of on a fiscal year basis.

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

B. Effect on Budget (EOB): This item is for information only and has no effect on the FY2021 or FY2022 Budget.

C. Level of Service (LOS): This report provides the City Council with the current financial condition of the City.

III. CONCLUSION: The City is currently receiving the budget revenue and expenses in a manner consistent with prior years.

IV. RECOMMENDED MOTION: No motion is required for this item.

Attachments:

1. 2021 0930 City of Destin Report
Raymond James



Brian Haugen WMS, CRPS®, CEP®
Senior Vice President, Investments

Steve Cann MS, MPAS®, CFP®
Associate Vice President, Investments

Oct 21, 2021

Krystal:

Attached is the City's most recent quarterly report for the period ending 9/30/2021.

Summary of Investment Objectives and Restrictions

Accounts at Raymond James / Eagle Asset Management are managed in accordance with the City's published objectives and restrictions as referenced and summarized below:

- **Compliance with Florida Statutes 218.415 & 208.02, and City Resolutions 12-12 & 13-04**

Allowable investments are restricted to:

- Bank deposits at Qualified Public Depository
- Money Market Instruments
- Certificates of Deposit (FDIC-insured CDs)
- U.S. Treasuries
- Government Agency Bonds
- Mortgage Backed Securities
- Investment Grade Corporate Bonds
- Asset Backed Securities

- **Compliance with City's stated Investment Objectives and Criteria (City Resolution 12-12)**

- Safety, diversification, liquidity, public trust, prudence (as defined in Resolution 12-12)
- "Market rate of return" – with the objective of regularly exceeding the average rate of return on a six month U.S. Treasury Bill.

Performance Analysis as of Oct 20, 2021

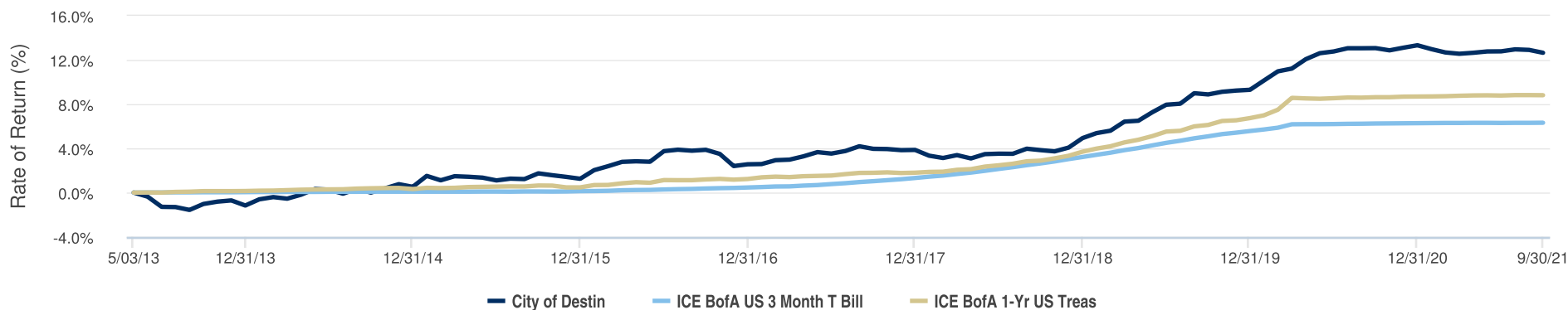
City of Destin

BRIAN HAUGEN, STEVE CANN
brian.haugen@raymondjames.com

Performance Analysis Summary

Time-Weighted (Net of Fees)

Total Market Value as of 9/30/2021: \$15,745,592.74



The Cumulative Return is charted above.

	YTD 12/31/20 9/30/21	Last 3 Years* 9/30/18 9/30/21	Since Inception* 5/03/13 9/30/21
City of Destin	(0.60%)	2.75%	1.43%
ICE BofA US 3 Month T Bill	0.04%	1.18%	0.73%
ICE BofA 1-Yr US Treas	0.11%	1.88%	1.01%
S&P 500 Total Return Indx	15.92%	15.98%	14.61%
Bloomberg U.S. Agg Bd	(1.55%)	5.35%	2.87%

Inception Date: 5/3/13

*Returns are annualized for periods greater than one year.

Performance Analysis as of Oct 20, 2021



City of Destin

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Performance Analysis Detail

Time-Weighted (Net of Fees)

	Account	Market Value(\$) 9/30/21	Performance Inception/ Close	YTD 12/31/20 9/30/21	Last 3 Years* 9/30/18 9/30/21	Since Inception* 5/03/13 9/30/21
City of Destin - CD's	xxxxx714	1,922,138.63	9/21/2017	0.00%	2.00%	1.73%
EM Maintenance Fund	xxxxx675	3,654,183.43	5/03/2013	(0.54%)	1.61%	0.94%
Alternate Investment Fund	xxxxx680	5,416,620.04	5/03/2013	(1.50%)	4.01%	1.87%
Debt Service Fund	xxxxx699	1,099,944.52	5/03/2013	(0.53%)	1.74%	0.94%
EM Operating Fund	xxxxx703	3,652,706.12	5/03/2013	(0.57%)	1.70%	0.98%

**Returns are annualized for periods greater than one year.*

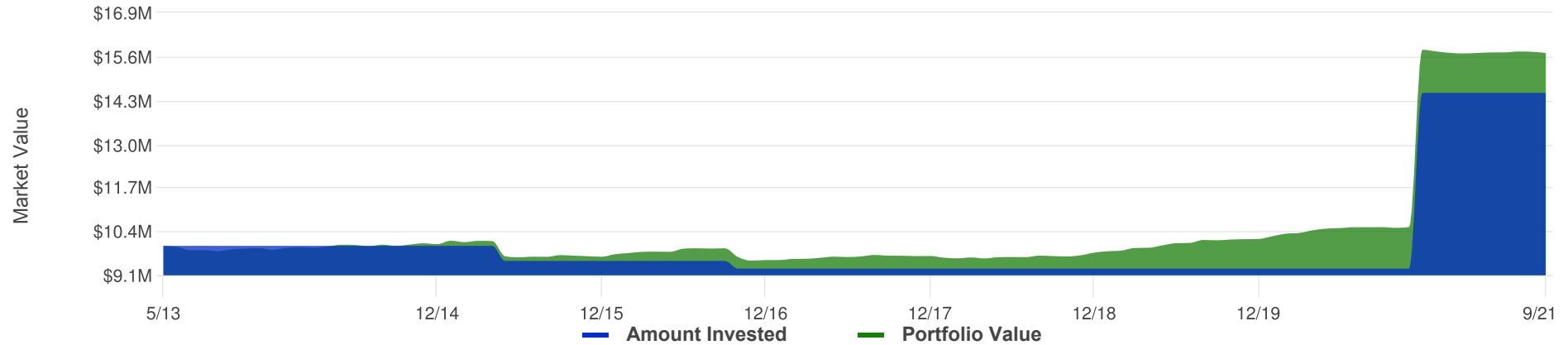
Value Over Time as of Oct 20, 2021

City of Destin

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Value Over Time

5/3/13 - 9/30/21



	Beginning Market Value	Contributions/ Withdrawals	Income	Change in Market Value	Ending Market Value	Investment Results	Time-Weighted (Net of Fees) Performance	Annualized* Performance
Total Portfolio	\$10,000,000.00	\$4,557,164.23	\$16,670,568.69	(\$15,482,140.18)	\$15,745,592.74	\$1,188,428.51		1.43%
Year to Date (12/31/2020 - 9/30/2021)	\$15,840,260.12	\$0.00	\$2,241,334.81	(\$2,336,002.19)	\$15,745,592.74	(\$94,667.38)	(0.60%)	1.43%
2020	\$10,204,966.41	\$5,234,644.08	\$1,859,129.71	(\$1,458,480.08)	\$15,840,260.12	\$400,649.63	3.69%	1.64%
2019	\$9,796,723.09	\$0.00	\$1,879,327.34	(\$1,471,084.02)	\$10,204,966.41	\$408,243.32	4.17%	1.34%
2018	\$9,697,274.91	\$0.00	\$1,732,678.94	(\$1,633,230.76)	\$9,796,723.09	\$99,448.18	1.03%	0.85%
2017	\$9,575,633.36	\$0.05	\$2,110,544.62	(\$1,988,903.12)	\$9,697,274.91	\$121,641.50	1.27%	0.82%
2016	\$9,676,426.31	(\$228,000.00)	\$2,100,089.19	(\$1,972,882.14)	\$9,575,633.36	\$127,207.05	1.29%	0.69%
2015	\$10,051,869.42	(\$449,479.90)	\$1,813,360.59	(\$1,739,323.80)	\$9,676,426.31	\$74,036.79	0.73%	0.47%
2014	\$9,883,023.75	\$0.00	\$1,686,696.01	(\$1,517,850.34)	\$10,051,869.42	\$168,845.67	1.71%	0.31%

Value Over Time_{as of Oct 20, 2021}



City of Destin

BRIAN HAUGEN, STEVE CANN
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	Beginning Market Value	Contributions/ Withdrawals	Income	Change in Market Value	Ending Market Value	Investment Results	Time-Weighted (Net of Fees) Performance	Annualized*
2013 (5/03/2013 - 12/31/2013)	\$10,000,000.00	\$0.00	\$1,247,407.48	(\$1,364,383.73)	\$9,883,023.75	(\$116,976.25)	(1.17%)	(1.17%)

*Returns are annualized for periods greater than one year.

Additional Information Regarding This Report

City of Destin

BRIAN HAUGEN, STEVE CANN
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This report should not be used as a substitute for your monthly statement, 1099 or to determine taxability. Changes in tax laws may occur at any time and could have a substantial impact upon each person's situation. While we are familiar with the tax provisions of the issues presented herein, we are not qualified to render advice on tax or legal matters. The information in this report has been obtained from sources that we believe to be reliable, but cannot be guaranteed.

©2021 Raymond James & Associates, Inc., member New York Stock Exchange/SIPC. Investment products are: not deposits, not FDIC/NCUA insured, not insured by any government agency, not bank guaranteed, subject to risk and may lose value.

Alex. Brown a division of Raymond James.

The account listing may or may not include all of your accounts with Raymond James & Associates, Inc. This report is comprised of data from the following accounts: xxxxx714, xxxxx675, xxxxx680, xxxxx699, xxxxx703

Report ID: a_113652_1634788800000_1634858834686_00001of00001

Performance

The performance data quoted represents past performance and does not guarantee future results. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost. The current performance may be lower or higher than the performance data quoted. It is not possible to invest directly in an index.

Performance is depicted using the Time-Weighted method for the entire period.

Time-Weighted - The geometric (compounded) return measured on the basis of periodic market valuations of assets. If applicable, the return includes the effects of leverage. Unlike the dollar-weighted method, it minimizes the impact of cash flows on the rate of return; however, in principle it requires valuations to be made on the occasion of each cash flow. Approximation to this measure can be obtained by prorating cash flows to successive valuation points or by computing internal rates of return between valuation points. If there are no interim cash flows, the time-weighted return, compounded annually determines the entire value of an investment.

Returns are calculated net of fees.

Annualized refers to the annualized return from the inception date of the account, or the selected beginning date when using the date-to-date functionality.

The inception date indicates the date of account or household initiation in the Portfolio Performance system. This date may not match the date the account was opened.

Managed Account Performance- In order for managers to track real time cash in managed AMS accounts, certain activity may not reflect the actual transaction dates and market values may differ from what is reported on client statements. The Time-Weighted Total Equity and Time-Weighted All Cash returns are the same for these accounts.

All performance figures exclude unpriced securities (including securities of indeterminate value), limited partnerships (other than limited partnerships classified as Alternative Investments and

appearing in that section of your statement).

Dividends are not guaranteed and will fluctuate.

The CFA Institute has not been involved with the preparation or review of this statement.

Accounts that have been closed may be included in the consolidated performance report. When closed accounts are included in the consolidated report, the performance report will only include information for the time period the account was active during the consolidated performance reporting time period.

Accounts with Real Time Cash may have cash values updated throughout the day, note that this may cause a difference in account values between performance and holdings reports.

Securities Information

Non-proprietary annuity values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Raymond James Certificates of Deposit values will show as contributions on the date they became available to the Portfolio Performance system. They are included through the selected calculation ending date. Prior inclusion of these values in the rate of return calculation is not available.

Values include accrued income. Values are based on trade date accounting method.

This analysis is for informational purposes only and is intended to be used as part of a complete portfolio review with your financial advisor. The data provided in the asset allocation analysis is subject to inherent limitations and is not guaranteed to represent actual asset class exposure(s) within your account(s) at the time of calculation. See raymondjames.com/asset-allocation/faq to learn more. Raymond James and Morningstar data are subject to the availability of fund filings as well as internal analysis and may not represent real-time allocations.

Additional Information Regarding This Report

City of Destin

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An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although these funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in them.

Benchmark Information

Bloomberg U.S. Agg Bd - The Bloomberg U.S. Aggregate Bond index is a measure of the investment grade, fixed-rate, taxable bond market of roughly 6,000 SEC-registered securities with intermediate maturities averaging approximately 10 years. The index includes bonds from the Treasury, Government-Related, Corporate, MBS, ABS, and CMBS sectors.

ICE BofA 1-Yr US Treas - The ICE BofA 1-Year US Treasury Note Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding two-year Treasury note that matures closest to, but not beyond, one year from the rebalancing date. To qualify for selection, an issue must have settled on or before the month-end rebalancing date.

ICE BofA US 3 Month T Bill - The index is an unmanaged market index of US Treasury securities maturing in 90 days that assumes reinvestment of all income.

S&P 500 Total Return Indx - The S&P 500 Index Total Return is a broad-based measurement of changes in stock market conditions based on the average performance of 500 widely held common stocks. It consists of 400 industrial, 40 utility, 20 transportation, and 40 financial companies listed on U.S. market exchanges. This is a capitalization-weighted calculated on a total return basis with dividends reinvested. The S&P represents about 75% of the NYSE market capitalization.

Emergency Operating Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 09/30/2021)	2.174	11/05/2026	3,551	102.579	3,652,779.70			1.417	0.267	2.122	5.096	100.00
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	10/01/2021	39	100.000	38,779.76	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.06
<u>ABS</u>												
-												
14041NFQ9 - Capital One CC Tr 2017-6 20250715 2.29000 a	2.290	07/15/2025	74	102.000	75,550.61		AAA			2.245	3.789	2.07
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	71	101.010	71,801.12	Aaa	AAA			2.812	3.208	1.97
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	53	101.330	53,742.88		AAA			1.697	2.874	1.47
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	37	101.220	37,342.68	Aaa	AAA			3.013	2.456	1.02
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	73	99.970	72,994.83	Aaa	AAA			0.550	4.707	2.00
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	17	101.760	17,419.69	Aaa				1.857	2.623	0.48
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	100.470	73,364.40	Aaa				0.697	3.959	2.01
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	67	100.190	67,139.03	Aaa	AAA			0.449	3.542	1.84
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/21/2025	86	99.950	85,962.81	Aaa	AAA			0.270	3.471	2.35
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	28	100.210	28,065.22		AAA			0.549	2.790	0.77
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	72	99.870	71,916.30	Aaa	AAA			0.330	4.041	1.97
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	36	100.180	36,076.69		AAA			0.409	4.170	0.99
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.327	04/20/2023	11	100.030	10,871.84	Aaa	AAA			0.327	1.553	0.30
98162YAD5 - WOART 2019-A A3 3.04% 05/15/2024	3.040	05/15/2024	22	101.050	21,941.91	Aaa	AAA			3.008	2.623	0.60
<u>Agencies</u>												
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3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	55	100.350	55,440.76	Aaa	AAA	0.172	0.050	1.619	0.222	1.52
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	70	101.680	71,290.96	Aaa	AAA	1.372	0.156	1.352	1.384	1.95
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	105	99.890	104,935.54	Aaa	AAA	1.551	0.193	0.125	1.608	2.87
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	27	101.930	27,783.60	Aaa	AA+	1.008	0.095	1.962	1.014	0.76
3137EAET2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	27	100.040	27,016.89	Aaa	AA+	0.819	0.076	0.125	0.816	0.74
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	99.960	143,978.40	Aaa	AAA	1.896	0.271	0.250	1.899	3.94
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	203	100.870	207,312.06	Aaa		0.163	0.121	4.263	0.208	5.68
742651DR0 - Private Expt Fdg Corp Sr Sec Nt2.05%22 Sr Sec	2.050	11/15/2022	37	101.900	37,987.44	Aaa		1.117	0.356	2.012	1.126	1.04
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	144	106.720	154,741.81	Aaa		2.221	0.593	3.326	2.292	4.24
<u>CMBS</u>												
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3137B3NX2 - FHLMC Remic Series K-031 20230425 Flt a-2	3.300	04/01/2023	77	104.070	80,338.59	Aaa	AAA	1.480	0.457	3.171	1.501	2.20
3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	10	101.560	10,517.25	Aaa	AAA	0.640	0.303	2.970	0.649	0.29
<u>CMO</u>												
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3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	71	102.060	72,782.91	Aaa	AAA			2.450	4.836	1.99
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	141	103.810	147,035.66	Aaa	AAA			1.927	10.836	4.03
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.434	03/25/2039	3	100.020	3,106.03	Aaa	AAA			0.434	17.482	0.09
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	1	100.590	555.94	Aaa	AA+			1.988	2.003	0.02
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	100.240	9.63	Aaa	AA+			2.993	4.501	0.00
3137AFUE0 - FHLMC Remic Series 3942 20211015 2.00000 Ac	2.000	10/01/2021	0	99.990	71.67	Aaa	AA+			2.000	0.003	0.00
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	56	102.000	57,107.53	Aaa	AAA			1.716	6.585	1.56

Emergency Operating Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC1 - City Of Destin (Prices as of 09/30/2021)	2.174	11/05/2026	3,551	102.579	3,652,779.70			1.417	0.267	2.122	5.096	100.00
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	52	103.430	53,985.59	Aaa	AAA			2.901	11.416	1.48
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	137	102.460	140,568.96	Aaa	AAA			1.952	7.088	3.85
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	56	105.240	58,787.87	Aaa	AA+			3.445	11.668	1.61
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	18	111.840	19,690.33	Aaa	AAA			4.918	13.340	0.54
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	22	102.610	22,434.00	Aaa	AA+			2.924	18.503	0.61
31398CUT3 - FHLMC Remic Series 3531 20390115 3.00000 Ea	3.000	01/01/2039	1	100.130	1,277.36	Aaa	AA+			2.996	17.255	0.03
31398FN98 - FNMA Remic Trust 2009-87 20370825 5.00000 Qa	5.000	08/01/2037	6	103.400	6,004.27	Aaa	AA+			4.836	15.836	0.16
38374L5Y3 - GNMA Remic Trust 2005-74 20350916 7.50000 Hb	7.500	09/01/2035	27	110.770	30,352.51	Aaa	AA+			6.771	13.921	0.83

MBS

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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	100	105.650	105,548.51	Aaa	AAA			2.840	11.584	2.89
3128MMVM2 - FHLMC Giant Mbs Gold Comb 15 2.500 20311101 2.	2.500	11/01/2031	84	104.560	88,177.45	Aaa	AAA			2.391	10.087	2.41
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	38	103.330	39,410.33	Aaa	AAA			1.936	10.254	1.08
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	31	106.710	33,012.59	Aaa	AAA			4.217	4.921	0.90
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	15	104.240	15,785.27	Aaa	AAA			4.797	2.921	0.43
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	19	106.700	20,178.55	Aaa	AAA			4.217	5.003	0.55
3140X7WA3 - FNMA Super Int 15 Year 2.500 20350201 2.	2.500	02/01/2035	18	104.620	18,762.67	Aaa	AAA			2.390	13.340	0.51
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	59	106.380	62,747.90	Aaa	AAA			3.760	12.668	1.72
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	98	101.870	99,541.84	Aaa	AAA			1.472	9.170	2.73
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	75	105.370	79,172.63	Aaa	AAA			4.271	5.255	2.17
31418CG99 - FNMA Umbs Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	26	106.510	27,962.52	Aaa	AAA			3.286	15.416	0.77
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	106	105.620	112,228.48	Aaa	AAA			2.840	10.751	3.07
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	67	101.880	68,352.60	Aaa	AAA			1.472	9.584	1.87
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	62	105.240	65,929.32	Aaa	AAA			4.276	3.340	1.80
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	33	108.540	36,278.16	Aaa	AAA			3.225	9.501	0.99

Treasuries

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9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	70	104.740	73,318.00	U.S./#Aaa	U.S.	2.925	0.530	2.029	3.000	2.01
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	212	102.180	218,034.93	U.S./#Aaa	U.S.	1.159	0.129	1.957	1.167	5.97
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	26	104.180	27,168.05	U.S./#Aaa	U.S.	1.842	0.264	2.400	1.874	0.74
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	99.420	145,176.01	U.S./#Aaa	U.S.	2.333	0.371	0.126	2.377	3.97
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%0	0.250	06/15/2024	18	99.430	17,910.56	U.S./#Aaa	U.S.	2.700	0.462	0.251	2.708	0.49

Emergency Maintenance Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 09/30/2021)	2.199	12/18/2026	3,550	102.646	3,654,263.63			1.730	0.530	2.145	1.944	100.00
<u>Cash</u>												
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CASHCASH6 - OPENING BALANCE	0.000	10/01/2021	11	100.000	11,093.18	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	0.30
<u>ABS</u>												
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12652VAC1 - Cnh Equipment Trust 3.12% 07/17/2023	3.120	07/15/2023	9	100.540	9,498.32	Aaa	AAA	0.230	0.924	3.103	0.249	0.26
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	71	101.010	71,801.12	Aaa	AAA	0.360	0.151	2.812	0.381	1.96
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	70	101.330	70,981.16		AAA	0.860	0.202	1.697	0.879	1.94
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	72	99.820	71,886.90		AAA	2.760	0.617	0.551	2.790	1.97
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	62	101.220	63,159.86	Aaa	AAA	0.690	1.321	3.013	0.710	1.73
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	73	99.970	72,994.83	Aaa	AAA	3.490	0.560	0.550	3.540	2.00
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	18	101.760	18,444.38	Aaa		1.020	0.199	1.857	1.041	0.50
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	73	100.470	73,364.39	Aaa		1.930	0.459	0.697	1.959	2.01
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	67	100.190	67,139.03	Aaa	AAA	1.870	0.350	0.449	1.890	1.84
43813GAC5 - HAROT 2021-1 A3 0.27% 04/21/2025	0.270	03/21/2025	73	99.950	72,968.43	Aaa	AAA	2.090	0.294	0.270	2.109	2.00
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	30	100.210	30,069.88		AAA	1.100	0.359	0.549	1.110	0.82
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	73	99.870	72,915.14	Aaa	AAA	2.860	0.374	0.330	2.891	2.00
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	72	100.180	72,153.38		AAA	1.540	0.293	0.409	1.540	1.97
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.327	04/20/2023	11	100.030	11,395.78	Aaa	AAA	0.050	0.068	0.327	0.090	0.31
<u>Agencies</u>												
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3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	60	100.350	60,480.83	Aaa	AAA	0.172	0.050	1.619	0.222	1.66
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	110	99.890	109,932.47	Aaa	AAA	1.551	0.193	0.125	1.608	3.01
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	50	101.930	51,451.11	Aaa	AA+	1.008	0.095	1.962	1.014	1.41
3137EAET2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	29	100.040	29,018.15	Aaa	AA+	0.819	0.076	0.125	0.816	0.79
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	144	99.960	143,978.40	Aaa	AAA	1.896	0.271	0.250	1.899	3.94
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	208	100.870	212,418.26	Aaa		0.163	0.121	4.263	0.208	5.81
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	149	106.720	160,114.78	Aaa		2.221	0.593	3.326	2.292	4.38
<u>CMBS</u>												
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3137B4GX8 - FHLMC Remic Series K-032 20230225 3.01600 a-1	3.016	02/01/2023	5	101.560	5,597.90	Aaa	AAA	0.640	0.303	2.970	0.649	0.15
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	75	106.040	79,740.85	Aaa	AAA	2.050	0.526	3.291	2.131	2.18
<u>CMO</u>												
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3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	71	102.060	72,782.91	Aaa	AAA	1.410	0.968	2.450	1.471	1.99
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	149	103.810	155,362.57	Aaa	AAA	2.610	0.726	1.927	3.151	4.25
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.434	03/25/2039	3	100.020	3,337.33	Aaa	AAA	0.100	0.333	0.434	0.241	0.09
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	1	100.590	581.21	Aaa	AA+	0.380	0.305	1.988	0.389	0.02
3137A2ZM6 - FHLMC Remic Series 3763 20250515 2.50000 NE	2.500	05/01/2025	0	99.980	256.73	Aaa	AA+	0.030	0.622	2.501	0.041	0.01
3137A8QF8 - FHLMC Remic Series 3841 20260415 3.00000 Bd	3.000	04/01/2026	0	100.240	9.84	Aaa	AA+	0.170	0.994	2.993	0.181	0.00
3137AFUE0 - FHLMC Remic Series 3942 20211015 2.00000 Ac	2.000	10/01/2021	0	99.990	76.98	Aaa	AA+	0.030	0.373	2.000	0.003	0.00
3137AWNN1 - FHLMC Remic Series 4136 20260115 3.00000 VJ	3.000	01/01/2026	30	103.780	31,265.11	Aaa	AAA	1.810	1.160	2.891	2.150	0.86
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	62	102.000	63,418.61	Aaa	AAA	1.970	0.722	1.716	2.030	1.74

Emergency Maintenance Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCT - City of Destin (Prices as of 09/30/2021)	2.199	12/18/2026	3,550	102.646	3,654,263.63			1.730	0.530	2.145	1.944	100.00
3137B2NA4 - FHLMC Remic Series 4219 20390815 3.50000 Ja	3.500	08/01/2039	10	100.420	10,121.56	Aaa	AAA	0.110	0.649	3.485	0.200	0.28
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	52	103.430	53,836.87	Aaa	AAA	1.030	0.754	2.901	1.589	1.47
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	137	102.460	140,776.90	Aaa	AAA	1.950	0.758	1.952	2.060	3.85
3137BGVZ9 - FHLMC Remic Series 4447 20330215 3.00000 Ba	3.000	02/01/2033	10	101.000	10,427.66	Aaa	AAA	0.170	0.722	2.970	0.490	0.29
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	56	105.240	58,787.87	Aaa	AA+	1.520	0.762	3.445	1.901	1.61
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	19	111.840	21,149.59	Aaa	AAA	2.730	1.127	4.918	2.869	0.58
31397QLT3 - FNMA Remic Trust 2011-4 20400425 3.00000 Pk	3.000	04/01/2040	17	102.610	17,772.39	Aaa	AA+	1.050	0.401	2.924	1.079	0.49
31398VUJ3 - FHLMC Remic Series 3659 20250415 4.00000 Dy	4.000	04/01/2025	7	101.780	7,567.92	Aaa	AA+	0.520	0.384	3.930	0.540	0.21

MBS

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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	100	105.650	105,548.51	Aaa	AAA	2.090	1.066	2.840	3.060	2.89
3132A8SY6 - FHLMC Super 15y Fixed 2.000 20320101 2.	2.000	01/01/2032	41	103.330	42,441.89	Aaa	AAA	2.630	0.894	1.936	3.200	1.16
3138EHQ21 - FNMA Umbs Int 15 Year 5.000 20240901 5.	5.000	09/01/2024	14	104.240	14,294.31	Aaa	AAA	0.770	-0.768	4.797	0.789	0.39
3138EL4S9 - FNMA Pass-Thru Int 15 Year 4.500 20261001 4.	4.500	10/01/2026	14	106.700	14,512.65	Aaa	AAA	1.460	0.205	4.217	1.630	0.40
3140X8BF3 - FNMA Super Int 15 Year 4.000 20340601 4.	4.000	06/01/2034	58	106.380	62,107.62	Aaa	AAA	1.650	0.994	3.760	2.251	1.70
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	98	101.870	99,541.84	Aaa	AAA	2.700	0.854	1.472	3.101	2.72
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	120	105.370	127,006.10	Aaa	AAA	1.390	0.612	4.271	1.471	3.48
31410GCD3 - FNMA Pass-Thru Int 15 Year 5.500 20210901 5.	5.500	09/01/2021	0	100.000	0.42	Aaa	AAA			5.500	-0.079	0.00
31418AJK5 - FNMA Umbs Int 20 Year 3.000 20320901 3.	3.000	09/01/2032	121	106.390	128,741.43	Aaa	AAA	2.550	1.053	2.820	3.479	3.52
31418CB45 - FNMA Pass-Thru Int 20 Year 3.500 20360901 3.	3.500	09/01/2036	41	107.750	43,927.16	Aaa	AAA	2.780	1.384	3.248	3.951	1.20
31418CMJ0 - FNMA Umbs Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	100	105.620	105,681.82	Aaa	AAA	1.840	0.923	2.840	2.861	2.89
31418DY55 - FNMA Umbs Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	34	101.880	34,657.66	Aaa	AAA	2.830	0.901	1.472	3.370	0.95
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	62	105.240	65,929.32	Aaa	AAA	1.170	-0.064	4.276	1.211	1.80
36202FJC1 - GNMA Pass-Thru M Single Family 4.000 20250820 4.	4.000	08/01/2025	42	104.440	44,206.47	Aaa	AAA	1.420	0.832	3.830	1.479	1.21
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	36	108.540	39,068.78	Aaa	AAA	2.350	0.271	3.225	2.721	1.07

Treasuries

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9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	45	104.740	47,133.00	U.S./#Aaa	U.S.	2.925	0.530	2.029	3.000	1.29
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	212	102.180	218,034.93	U.S./#Aaa	U.S.	1.159	0.129	1.957	1.167	5.97
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	25	104.180	26,123.13	U.S./#Aaa	U.S.	1.842	0.264	2.400	1.874	0.71
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	146	99.420	145,176.01	U.S./#Aaa	U.S.	2.333	0.371	0.126	2.377	3.97

Debt Service Fund (Page 1 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCI - City of Destin (Prices as of 09/30/2021)	2.095	04/17/2026	1,070	102.507	1,100,068.07			1.650	0.478	2.046	1.825	100.00
Cash												
-												
CASHCASH6 - OPENING BALANCE	0.000	10/01/2021	21	100.000	20,968.78	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	1.91
ABS												
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14041NFQ9 - Capital One CC Tr 2017-6 20250715 2.29000 a	2.290	07/15/2025	12	102.000	12,251.45		AAA	0.940	0.198	2.245	0.959	1.11
14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	21	101.010	21,236.95	Aaa	AAA	0.360	0.151	2.812	0.381	1.93
14041NFU0 - Capital One CC Tr 2019-2 20240815 1.72000 a	1.720	08/15/2024	21	101.330	21,294.35		AAA	0.860	0.202	1.697	0.879	1.94
14041NFW6 - COMET 2021-A1 A1 0.55% 07/15/2026	0.550	07/15/2026	11	99.820	10,982.72		AAA	2.760	0.617	0.551	2.790	1.00
14314XAC3 - CARMX 2018-2 A3 2.98% 01/17/2023	2.980	01/15/2023	3	100.120	3,194.80	Aaa	AAA	0.060	1.380	2.976	0.071	0.29
14315NAC4 - CARMX 2019-1 A3 3.05% 03/15/2024	3.050	03/15/2024	14	101.220	13,830.64	Aaa	AAA	0.690	1.321	3.013	0.710	1.26
14317DAC4 - Carmax Auto Owner Trust 2021-3 20260615 0.00000 a-3	0.550	06/15/2026	14	99.970	13,999.01	Aaa	AAA	3.490	0.560	0.550	3.540	1.27
254683CM5 - DCENT 2019-A3 A 1.89% 10/15/2024	1.890	05/15/2024	20	101.760	20,493.75	Aaa		1.020	0.199	1.857	1.041	1.86
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	17	100.470	17,084.86	Aaa		1.930	0.459	0.697	1.959	1.55
362590AC5 - Gm Fin Cons Atmb Tr 2020-3 20250716 0.00000 a3	0.450	04/16/2025	20	100.190	20,041.50	Aaa	AAA	1.870	0.350	0.449	1.890	1.82
43813KAC6 - Honda Auto Recv 2020-3 A3	0.370	10/18/2024	10	100.110	10,012.23		AAA	1.630	0.303	0.370	1.641	0.91
65479CAD0 - Nissan Auto Rec Tr 2020-B 20240715 0.00000 a-3	0.550	07/15/2024	6	100.210	6,013.98		AAA	1.100	0.359	0.549	1.110	0.55
65480BAC1 - NAROT 2021-A A3	0.330	10/15/2025	22	99.870	21,974.43	Aaa	AAA	2.860	0.374	0.330	2.891	2.00
92348CAA9 - Verizon Owner Tr 2020-C 20250421 0.00000 a	0.410	12/01/2025	11	100.180	11,023.43		AAA	1.540	0.293	0.409	1.540	1.00
92348XAB1 - VZOT 2018-A A1B 0.01% 04/20/2023	0.327	04/20/2023	3	100.030	2,750.69	Aaa	AAA	0.050	0.068	0.327	0.090	0.25
98161TAD7 - WOART 2017-B A3 1.95% 02/15/2023	1.950	02/15/2023	2	100.140	2,300.27		AAA	0.100	0.651	1.947	0.110	0.21
98162QAC4 - WOART 2018-B A3 2.87% 07/17/2023	2.870	07/15/2023	11	100.490	11,234.68	Aaa	AAA	0.300	1.282	2.856	0.310	1.02
Agencies												
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3130AHSR5 - Federal Home Loan Banks Cons Bd 1.625%21 Cons B	1.625	12/20/2021	10	100.350	10,080.14	Aaa	AAA	0.172	0.050	1.619	0.222	0.92
3130AJ7E3 - Federal Home Loan Banks Cons Bd 1.375%23 Cons B	1.375	02/17/2023	20	101.680	20,368.84	Aaa	AAA	1.372	0.156	1.352	1.384	1.85
3133EMYX4 - Federal Farm Cr Bks Cons Bd 0.125%23 Cons B	0.125	05/10/2023	33	99.890	32,979.74	Aaa	AAA	1.551	0.193	0.125	1.608	3.00
3135G0T78 - Federal Natl Mtg Assn 2%100522 2%1005	2.000	10/05/2022	12	101.930	12,348.27	Aaa	AA+	1.008	0.095	1.962	1.014	1.12
3137EAET2 - Federal Home Ln Mtg Corp Fr 0.125%072522 Fr 0.1	0.125	07/25/2022	5	100.040	5,003.13	Aaa	AA+	0.819	0.076	0.125	0.816	0.45
3137EAEV7 - Federal Home Ln Mtg Corp Fr 082423 Fr 082	0.250	08/24/2023	44	99.960	43,993.40	Aaa	AAA	1.896	0.271	0.250	1.899	4.00
742651DJ8 - Private Expt Fdg Corp Sec Nt-BB 4.3%21 Sec Nt	4.300	12/15/2021	42	100.870	42,892.15	Aaa		0.163	0.121	4.263	0.208	3.90
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	45	106.720	48,356.81	Aaa		2.221	0.593	3.326	2.292	4.40
880591EN8 - Tennessee Valley Auth -a Bd 1.875%22 -a Bd	1.875	08/15/2022	10	101.550	10,178.44	Aaa	AA+	0.872	0.102	1.846	0.874	0.93
CMBS												
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3137AYCE9 - FHLMC Remic Series K-025 20221025 2.68200 a-2	2.682	10/01/2022	27	102.080	27,619.93	Aaa	AAA	0.950	0.343	2.627	0.970	2.51
3137B4WB8 - FHLMC Remic Series K-033 20230725 Flt a-2	3.060	07/01/2023	24	104.200	25,067.16	Aaa	AAA	1.650	0.446	2.937	1.690	2.28
3137B5KM4 - FHLMC Series K-035 20230325 2.61500 a-1	2.615	03/01/2023	2	100.730	1,547.46	Aaa	AAA	0.380	0.222	2.596	0.381	0.14
3137BBBC3 - FHLMC Remic Series K-038 20231025 2.60400 a-1	2.604	10/01/2023	9	101.470	8,971.20	Aaa	AAA	0.680	0.207	2.566	0.690	0.82
3137BLMY1 - FHLMC Remic Series K-049 20250325 2.47500 a-1	2.475	03/01/2025	16	103.610	16,692.32	Aaa	AAA	1.870	0.485	2.389	1.910	1.52
CMO												
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3136A06K8 - FNMA Remic Trust 2011-91 20260825 2.50000 E	2.500	08/01/2026	22	102.060	22,128.77	Aaa	AAA	1.410	0.968	2.450	1.471	2.01

Debt Service Fund (Page 2 of 2)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTCI - City of Destin (Prices as of 09/30/2021)	2.095	04/17/2026	1,070	102.507	1,100,068.07			1.650	0.478	2.046	1.825	100.00
3136A73R1 - FNMA Remic Trust 2012-95 20320825 2.00000 Bd	2.000	08/01/2032	43	103.810	44,264.09	Aaa	AAA	2.610	0.726	1.927	3.151	4.02
3136ACN98 - FNMA Remic Trust 2013-15 20390325 Flt Ef	0.434	03/25/2039	1	100.020	1,167.80	Aaa	AAA	0.100	0.333	0.434	0.241	0.11
3136AHHB9 - FNMA Remic Trust 2013-124 20281225 2.50000 Bd	2.500	12/01/2028	7	103.190	7,202.08	Aaa	AA+	1.340	0.059	2.423	1.381	0.65
3137A1N25 - FHLMC Remic Series 3706 20231015 2.00000 Cb	2.000	10/01/2023	0	100.590	151.62	Aaa	AA+	0.380	0.305	1.988	0.389	0.01
3137B1XY3 - FHLMC Remic Series 4204 20280515 1.75000 Hd	1.750	05/01/2028	17	102.000	17,701.80	Aaa	AAA	1.970	0.722	1.716	2.030	1.61
3137B8K89 - FHLMC Remic Series 4317 20230115 2.00000 MT	2.000	01/01/2023	0	100.530	431.15	Aaa	AA+	0.420	0.613	1.989	0.441	0.04
3137B95Q4 - FHLMC Remic Series 4316 20330315 3.00000 Mh	3.000	03/01/2033	16	103.430	16,210.55	Aaa	AAA	1.030	0.754	2.901	1.589	1.47
3137BDYM2 - FHLMC Remic Series 4387 20281115 2.00000 E	2.000	11/01/2028	41	102.460	42,420.22	Aaa	AAA	1.950	0.758	1.952	2.060	3.86
31393RTE0 - FHLMC Remic Series 2631 20330615 3.62500 Da	3.625	06/01/2033	17	105.240	17,442.55	Aaa	AA+	1.520	0.762	3.445	1.901	1.59
31394CBB7 - FNMA Remic Trust 2005-3 20350225 5.50000 Ap	5.500	02/01/2035	4	111.840	4,338.88	Aaa	AAA	2.730	1.127	4.918	2.869	0.39
31398CUT3 - FHLMC Remic Series 3531 20390115 3.00000 Ea	3.000	01/01/2039	0	100.130	322.17	Aaa	AA+	0.060	-0.253	2.996	0.071	0.03
31398SRE5 - FNMA Remic Trust 2010-137 20251225 2.50000 Cj	2.500	12/01/2025	2	103.370	1,990.75	Aaa	AA+	1.420	0.073	2.418	1.460	0.18

MBS

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3128MFNA2 - FHLMC Giant Mbs Gold Comb 15 3.000 20330501 3.	3.000	05/01/2033	30	105.650	31,747.01	Aaa	AAA	2.090	1.066	2.840	3.060	2.89
3138EHHB1 - FNMA Super Int 15 Year 4.500 20260901 4.	4.500	09/01/2026	7	106.710	7,223.76	Aaa	AAA	1.500	0.166	4.217	1.619	0.66
3138ERB90 - FNMA Super Int 15 Year 3.500 20310201 3.	3.500	02/01/2031	20	107.170	21,045.96	Aaa	AAA	2.130	0.792	3.266	2.779	1.91
3138WCC27 - FNMA Umps Int 15 Year 3.500 20290701 3.	3.500	07/01/2029	13	107.830	14,226.76	Aaa	AAA	2.160	0.369	3.246	2.590	1.29
3138WJGA0 - FNMA Umps Int 15 Year 2.500 20311101 2.	2.500	11/01/2031	6	105.250	6,009.08	Aaa	AAA	2.190	0.728	2.375	3.110	0.55
3140X8RF6 - FNMA Super Shrt 10 Year 1.500 20301201 1.	1.500	12/01/2030	29	101.870	29,329.29	Aaa	AAA	2.700	0.854	1.472	3.101	2.67
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	32	105.370	33,813.32	Aaa	AAA	1.390	0.612	4.271	1.471	3.07
31418CG99 - FNMA Umps Int 20 Year 3.500 20370301 3.	3.500	03/01/2037	6	106.510	5,991.97	Aaa	AAA	2.470	1.588	3.286	3.710	0.54
31418CMJ0 - FNMA Umps Int 15 Year 3.000 20320701 3.	3.000	07/01/2032	28	105.620	29,927.59	Aaa	AAA	1.840	0.923	2.840	2.861	2.72
31418DY55 - FNMA Umps Shrt 10 Year 1.500 20310501 1.	1.500	05/01/2031	21	101.880	21,179.68	Aaa	AAA	2.830	0.901	1.472	3.370	1.93
31418MXQ0 - FNMA Super Int 15 Year 4.500 20250201 4.	4.500	02/01/2025	19	105.240	19,857.99	Aaa	AAA	1.170	-0.064	4.276	1.211	1.81
3622AANY6 - GNMA Pass-Thru C Platinum 15yr 3.500 20310420 3.	3.500	04/01/2031	8	108.540	8,371.88	Aaa	AAA	2.350	0.271	3.225	2.721	0.76

Treasuries

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9128282Y5 - United States Treas Nts 2.125%09/30/24 2.125%	2.125	09/30/2024	21	104.740	21,995.40	U.S./#Aaa	U.S.	2.925	0.530	2.029	3.000	2.00
912828M80 - United States Treas Nts 2%11/30/22 2%11/3	2.000	11/30/2022	64	102.180	65,821.87	U.S./#Aaa	U.S.	1.159	0.129	1.957	1.167	5.98
912828VS6 - United States Treas Nts 2.5%08/15/23 2.5%08	2.500	08/15/2023	6	104.180	6,269.55	U.S./#Aaa	U.S.	1.842	0.264	2.400	1.874	0.57
91282CBM2 - United States Treas Nts 0.125%02/15/24 0.125%	0.125	02/15/2024	44	99.420	43,751.68	U.S./#Aaa	U.S.	2.333	0.371	0.126	2.377	3.98
91282CCG4 - United States Treas Nts 0.25%06/15/24 0.25%	0.250	06/15/2024	11	99.430	10,945.34	U.S./#Aaa	U.S.	2.700	0.462	0.251	2.708	0.99

ALTERNATE INVESTMENT FUND (Page 1 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 09/30/2021)	2.469	06/20/2027	5,159	104.624	5,416,996.79			4.308	0.998	2.361	5.406	100.00
<u>Cash</u>												
-												
CASHCASH6 - OPENING BALANCE	0.000	10/01/2021	194	100.000	193,662.78	U.S./#Aaa	U.S.	0.000	0.000	0.000	0.003	3.58
<u>ABS</u>												
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14041NFT3 - COMET 2019-A1 A1 2.84% 12/16/2024	2.840	12/15/2024	51	101.010	51,575.45	Aaa	AAA			2.812	3.208	0.95
34528QHK3 - Ford Credit Mstr Tr a 2020-1 20250915 0.00000 a-1	0.700	09/15/2025	93	100.470	93,464.23	Aaa				0.697	3.959	1.73
380149AC8 - Gm Fin Cons Atmb Rec Tr 2021-2 20260416 0.00000 a-3	0.510	04/16/2026	51	100.130	51,076.42	Aaa	AAA			0.509	4.542	0.94
47788EAC2 - JDOT 2018-B A3 3.08% 11/15/2022	3.080	11/15/2022	1	100.190	1,412.49	Aaa				3.074	1.126	0.03
89231PAD0 - TAOT 2018-D A3 3.18% 03/15/2023	3.180	03/15/2023	20	100.670	19,996.78	Aaa	AAA			3.159	1.455	0.37
92348KAA1 - VZMT 2021-1 A 0.50% 05/20/27	0.500	05/20/2027	65	99.790	64,872.53	Aaa	AAA			0.501	5.636	1.20
98162WAD9 - WOART 2018-D A3 3.33% 3/15/2024	3.330	03/15/2024	21	101.050	21,008.45	Aaa	AAA			3.295	2.456	0.39
98163LAC4 - World Omni Auto Recv Tr 2021-B 20260615 0.00000 a-3	0.420	06/15/2026	37	99.910	36,973.18		AAA			0.420	4.707	0.68
<u>Agencies</u>												
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3133EHNP4 - Federal Farm Cr Bks Cons Bd 2.35%25 Cons B	2.350	06/16/2025	38	105.800	40,461.98	Aaa	AA+	3.584	0.762	2.221	3.710	0.75
742651DT6 - Private Expt Fdg Corp Nt 3.55%24 Nt 3.5	3.550	01/15/2024	37	106.720	39,760.05	Aaa		2.221	0.593	3.326	2.292	0.73
742651DY5 - Private Expt Fdg Corp Sr Sec Nt 1.4%28 Sr Sec	1.400	07/15/2028	54	99.500	53,923.20	Aaa	AAA	6.545	1.478	1.407	6.790	1.00
880591ER9 - Tennessee Valley Auth Sr Nt 2.875%24 Sr Nt	2.875	09/15/2024	98	106.810	104,791.20	Aaa	AA+	2.861	0.551	2.692	2.959	1.93
880591EU2 - Tennessee Valley Auth Sr Gbl Nt 27 Sr Glb	2.875	02/01/2027	75	108.920	82,043.39	Aaa	AA+	5.021	1.147	2.640	5.340	1.51
<u>CMBS</u>												
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3137B1UG5 - FHLMC Remic Series K-027 20230125 2.63700 a-2	2.637	01/01/2023	48	102.430	49,268.36	Aaa	AAA	1.150	0.402	2.574	1.170	0.91
3137B7YY9 - FHLMC Series K-037 20240125 3.49000 a-2	3.490	01/01/2024	35	106.040	37,212.40	Aaa	AAA	2.050	0.526	3.291	2.131	0.69
3137BBBD1 - FHLMC Remic Series K-038 20240325 3.38900 a-2	3.389	03/01/2024	36	106.280	38,359.08	Aaa	AAA	2.250	0.582	3.189	2.331	0.71
3137BSRZ8 - FHLMC Remic Series K-J09 20220925 2.83800 a-2	2.838	09/01/2022	15	101.510	15,288.85	Aaa	AAA	0.750	0.594	2.796	0.759	0.28
3137F83P6 - FHLMC Remic Series K-121 20300825 Flt a-1	0.995	08/01/2030	42	97.640	40,737.21	Aaa	AAA	6.240	1.373	1.019	6.451	0.75
3137F9Z46 - FHMS KF99 AS 0.27267% 12/25/2030	0.250	09/25/2030	79	100.170	79,420.91	Aaa	AAA	0.040	0.235	0.250	8.986	1.47
3137FARE0 - FHLMC Remic Series K-727 20240725 2.94600 a-2	2.946	07/01/2024	37	105.260	39,034.01	Aaa	AAA	2.560	0.871	2.799	2.661	0.72
3137FEBQ2 - FHLMC Remic Series K-072 20271225 3.44400 a-2	3.444	12/01/2027	45	111.910	50,484.35	Aaa	AAA	5.620	1.390	3.077	6.161	0.93
3137FG6X8 - FHLMC Remic Series K-077 20280525 Flt a-2	3.850	05/01/2028	47	114.550	53,984.27	Aaa	AAA	5.900	1.485	3.361	6.560	1.00
3137FJYB9 - FHMS J22F A2 4.094% 09/25/2024	4.094	09/01/2024	26	107.140	27,863.45	Aaa	AA+	2.110	0.695	3.821	2.199	0.51
3137FJZ93 - FHLMC Remic Series K-084 20281025 Flt a-2	3.780	10/01/2028	35	114.120	40,048.58	Aaa	AAA	6.260	1.614	3.312	7.000	0.74
3137FQXJ7 - FHLMC Remic Series K-737 20261025 2.52500 a-2	2.525	10/01/2026	75	106.100	79,727.55	Aaa	AAA	4.660	1.218	2.380	4.929	1.47
3137FV5M0 - FHLMC Remic Series K-113 20291025 0.00000 a-1	0.805	10/01/2029	82	97.490	79,938.88	Aaa	AAA	5.710	1.246	0.826	5.841	1.48
3137FWG79 - FHLMC Remic Series K-115 20300625 1.38300 a-2	1.383	06/01/2030	60	98.210	58,992.85	Aaa	AAA	8.250	1.598	1.408	8.668	1.09
<u>Corporates</u>												
<u>Financial</u>												
06051GJD2 - Bank Amer Corp Sr -N Nt1.319%26 Sr -N	1.319	06/19/2026	54	99.980	54,189.03	A2	A-	4.599	1.323	1.319	4.718	1.00
09247XAN1 - Blackrock Inc Sr Gbl Nt3.2%27 Sr Glb	3.200	03/15/2027	50	109.500	54,816.67	Aa3	AA-	5.087	1.387	2.922	5.455	1.01
12572QAJ4 - Cme Group Inc Sr Nt 3.75%28 Sr Nt	3.750	06/15/2028	47	112.790	53,525.36	Aa3	AA-	5.868	1.654	3.325	6.456	0.99
38141EB81 - Goldman Sachs Group Inc Vr 112913-112923 Vr 112	1.721	11/29/2023	26	102.870	26,789.75	A2	BBB+	0.157	0.421	1.673	2.164	0.49
38141G XK5 - Goldman Sachs Group Inc Sr Var Nt 23 Sr Var	0.556	11/17/2023	54	100.320	54,209.47	A2	BBB+	0.456	0.413	0.554	2.131	1.00

ALTERNATE INVESTMENT FUND (Page 2 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 09/30/2021)	2.469	06/20/2027	5,159	104.624	5,416,996.79			4.308	0.998	2.361	5.406	100.00
46625HRY8 - Jpmorgan Chase & CO Sr Nt Fxd/Fit 28 Sr Nt	3.782	02/01/2028	50	110.140	55,379.92	A2	A-	4.915	1.781	3.434	5.340	1.02
49326EEK5 - Keycorp Medium Term Nts B Fr 2.25%040627 Fr 2.2	2.250	04/06/2027	50	103.270	52,178.75	Baa1	BBB+	5.235	1.628	2.179	5.515	0.96
571748AZ5 - Marsh & McLennan Cos Inc Sr Glbl Nt 26 Sr Glb	3.750	03/14/2026	24	109.950	26,428.00	Baa1	A-	3.943	1.311	3.411	4.205	0.49
571748BA9 - Marsh & McLennan Cos Inc	3.300	03/14/2023	45	103.860	46,803.00	Baa1	A-	1.271	0.297	3.177	1.290	0.86
6174468Q5 - Morgan Stanley Fr 2.188%042826 Fr 2.1	2.188	04/28/2026	55	103.270	57,306.60	A1	BBB+	4.153	1.250	2.119	3.575	1.06
631103AG3 - Nasdaq Inc	3.850	06/30/2026	60	110.870	67,099.51	Baa2	BBB	4.195	1.352	3.473	4.496	1.24
808513AY1 - Schwab Charles Corp New Sr Glbl Nt 24 Sr Glb	3.550	02/01/2024	37	106.750	39,712.77	A2	A	2.185	0.532	3.326	2.254	0.73
808513BW4 - Schwab Charles Corp Sr Glbl Nt 3.3%27 Sr Glb	3.300	04/01/2027	49	108.890	54,160.11	A2	A	4.893	1.532	3.031	5.255	1.00
92277GAT4 - Ventas Rlty Ltd Partnership Sr Nt 2.65%25 Sr Nt	2.650	01/15/2025	45	104.480	47,264.44	Baa1	BBB+	3.094	1.222	2.536	3.208	0.87
970648AJ0 - Willis North Amer Inc Sr Glbl Nt 29 Sr Glb	2.950	09/15/2029	51	104.470	53,342.39	Baa3	BBB	7.093	2.314	2.824	7.707	0.98
<u>Industrial</u>												
00206RGL0 - At&T Inc Sr Glbl Nt 4.1%28 Sr Glb	4.100	02/15/2028	56	112.590	63,337.40	Baa2	BBB	5.532	1.912	3.642	6.126	1.17
00287YAQ2 - Abbvie Inc Sr Nt 3.6%25 Sr Nt	3.600	05/14/2025	50	108.150	54,755.00	Baa2	BBB+	3.209	1.130	3.329	3.375	1.01
00846UAK7 - Agilent Technologies Inc Sr Glbl Nt 26 Sr Glb	3.050	09/22/2026	41	107.190	43,975.69	Baa2	BBB+	4.466	1.470	2.845	4.726	0.81
031162CT5 - Amgen Inc Sr Glbl Nt 2.2%27 Sr Glb	2.200	02/21/2027	56	103.410	58,043.07	Baa1	A-	5.109	1.519	2.127	5.225	1.07
032095AJ0 - Amphenol Corporation Snr Pidi Nts Usd (Sec Regd)	2.800	02/15/2030	50	104.710	52,530.00	Baa1	BBB+	7.576	2.181	2.674	8.378	0.97
037833DB3 - Apple Inc Sr Glbl Nt 2.9%27 Sr Glb	2.900	09/12/2027	61	108.380	66,200.25	Aa1	AA+	5.345	1.367	2.676	5.699	1.22
053015AE3 - Automatic Data Processing Inc Sr Glbl Nt 25 Sr Glb	3.375	09/15/2025	40	108.900	43,616.25	Aa3	AA-	3.526	0.928	3.099	3.707	0.81
101137AZ0 - Boston Scientific Corp Sr Glbl Nt 1.9%25 Sr Glb	1.900	06/01/2025	55	102.530	56,736.93	Baa2	BBB	3.556	1.177	1.853	3.584	1.05
117043AS8 - Brunswick Corporation Snr Nts Usd (Sec Regd)	0.850	08/18/2024	54	100.010	54,058.95	Baa2	BBB-	2.852	0.838	0.850	0.882	1.00
126650CU2 - Cvs Health Corp Sr Glbl Nt 26 Sr Glb	2.875	06/01/2026	50	106.560	53,755.17	Baa2	BBB	4.205	1.341	2.698	4.416	0.99
171340AH5 - Church & Dwight Inc Sr Nt 2.875%22 Sr Nt	2.875	10/01/2022	30	102.480	31,172.85	A3	BBB+	0.994	0.395	2.805	1.003	0.58
177376AE0 - Citrix Sys Inc Sr Glbl Nt 4.5%27 Sr Glb	4.500	12/01/2027	38	110.620	42,600.85	Baa3	BBB	5.294	2.555	4.068	5.921	0.79
22160KAN5 - Costco Whsl Corp New Sr Nt 1.375%27 Sr Nt	1.375	06/20/2027	58	100.630	58,586.93	Aa3	A+	5.548	1.257	1.366	5.553	1.08
25470DBF5 - Discovery Communications Llc Snr Pidi Nts Usd (Sec Regd)	4.125	05/15/2029	55	111.640	62,252.79	Baa3	BBB-	6.694	2.442	3.695	7.622	1.15
278642AW3 - Ebay Inc. Sr Glbl Nt 2.7%30 Sr Glb	2.700	03/11/2030	55	104.000	57,278.38	Baa1	BBB+	7.595	2.165	2.596	8.197	1.06
31620MBR6 - Fidelity Natl Information Svcs Sr Glbl Nt 26 Sr Glb	1.150	03/01/2026	54	99.160	53,596.43	Baa2	BBB	4.324	1.346	1.160	4.416	0.99
337738AS7 - Fiserv Inc. Snr Pidi Nts 01/07/2024 Usd (SE	2.750	07/01/2024	53	105.280	56,158.73	Baa2	BBB	2.670	0.806	2.612	2.751	1.04
40434LAA3 - Hp Inc Sr Glbl Nt 2.2%25 Sr Glb	2.200	06/17/2025	52	103.160	53,970.51	Baa2	BBB	3.552	1.306	2.133	3.627	1.00
50249AAE3 - Lyb International Fin III Llc Sr Glbl FL Nt 23 Sr Glb	1.145	10/01/2023	41	100.060	41,143.25	Baa2	BBB	0.003	-20.384	1.144	0.003	0.76
539830BG3 - Lockheed Martin Corp Sr Glbl Nt 3.1%23 Sr Glb	3.100	01/15/2023	40	103.130	41,510.33	A3	A-	1.113	0.311	3.006	1.126	0.77
57636QAR5 - Mastercard Inc Sr Nt 3.3%27 Sr Nt	3.300	03/26/2027	56	109.880	61,553.33	A1	A+	4.958	1.369	3.003	5.323	1.14
595112BP7 - Micron Technology Inc Sr Glbl Nt 27 Sr Glb	4.185	02/15/2027	47	112.440	53,092.67	Baa3	BBB-	4.769	1.680	3.722	5.208	0.98
615369AB1 - Moodys Corp Sr Nt 4.5%22 Sr Nt	4.500	09/01/2022	45	102.670	46,364.63		BBB+	0.656	0.500	4.383	0.668	0.86
615369AC9 - Moodys Corp Sr Nt 4.875%24 Sr Nt	4.875	02/15/2024	45	108.910	49,283.72		BBB+	2.044	0.647	4.476	2.126	0.91
70450YAG8 - Paypal Hlds Inc Sr Nt 1.65%25 Sr Nt	1.650	06/01/2025	53	102.510	54,619.37	A3	A-	3.578	0.952	1.610	3.668	1.01
718546AW4 - Phillips 66 Sr Nt 2.15%30 Sr Nt	2.150	12/15/2030	60	97.450	58,846.25	A3	BBB+	8.422	2.461	2.206	9.208	1.09
75886FAE7 - Regeneron Pharmaceuticals Sr Nt 1.75%30 Sr Nt	1.750	09/15/2030	61	95.030	58,012.78	Baa3	BBB+	8.346	2.369	1.842	8.959	1.07
89236TJP1 - Toyota Motor Credit Corporation Frn 13/09/2024 Usd (Sec Regd) (	0.000	09/13/2024	51	100.040	51,020.40	A1	A+		-0.014	0.000	2.954	0.94
91913YBB5 - Valero Energy Corp Sr Glbl Nt 27 Sr Glb	2.150	09/15/2027	56	100.650	56,414.17	Baa2	BBB	5.634	2.031	2.136	5.789	1.04
92343VDD3 - Verizon Communications Inc Sr Glbl Nt 26 Sr Glb	2.625	08/15/2026	64	105.830	67,941.20	Baa1	BBB+	4.624	1.384	2.480	4.874	1.25
928563AC9 - Vmware Inc Sr Glbl Nt 3.9%27 Sr Glb	3.900	08/21/2027	48	111.390	53,670.00	Baa2	BBB-	5.157	1.770	3.501	5.638	0.99
<u>Utilities</u>												
03040WAQ8 - American Wtr Cap Corp Sr Nt 2.95%27 Sr Nt	2.950	09/01/2027	50	107.550	53,893.82	Baa1	A	5.321	1.554	2.743	5.668	0.99
15189TAZ0 - Centerpoint Energy Inc Sr Glbl FL Nt 24 Sr Glb	0.700	05/13/2024	56	100.200	56,164.27	Baa2	BBB	0.193	0.383	0.699	0.616	1.04
30040WAC2 - Eversource Energy Sr -K Nt 2.75%22 Sr -K	2.750	03/15/2022	35	100.890	35,351.60	Baa1	BBB+	0.324	0.373	2.726	0.378	0.65

ALTERNATE INVESTEMENT FUND (Page 3 of 3)

CUSIP	Coupon	Maturity	Quantity	Market Price	Mkt Value + Accrued	Moody Rating	S&P Rating	Duration	Yield to Worst	Current Yield	Avg Life Yrs	Weight
DESTC2 - City of Destin (Prices as of 09/30/2021)	2.469	06/20/2027	5,159	104.624	5,416,996.79			4.308	0.998	2.361	5.406	100.00
MBS												
-												
3128MCDX0 - FHLMC Pc Gold Comb 15 4.500 20240501 4.	4.500	05/01/2024	1	104.910	1,431.38	Aaa	AAA			4.289	2.585	0.03
3128MDBR3 - FHLMC Pc Gold Comb 15 4.000 20261001 4.	4.000	10/01/2026	17	106.040	17,806.64	Aaa	AAA			3.772	5.003	0.33
3128MFL48 - FHLMC Pc Gold Comb 15 3.500 20320901 3.	3.500	09/01/2032	55	107.140	58,876.36	Aaa	AAA			3.267	10.921	1.09
3128MMUS0 - FHLMC Pc Gold Comb 15 3.000 20310301 3.	3.000	03/01/2031	20	105.770	21,564.86	Aaa	AAA			2.836	9.416	0.40
3128P7QP1 - FHLMC Pc Gold Cash 20 4.500 20310301 4.	4.500	03/01/2031	54	109.150	58,850.24	Aaa	AAA			4.123	9.416	1.09
31307B2Y5 - FHLMC Pc Gold 15 Yr 2.500 20280501 2.	2.500	05/01/2028	16	105.030	16,426.76	Aaa	AAA			2.380	6.585	0.30
31329KW59 - FHLMC Umbs 20Y Fixed 3.000 20370801 3.	3.000	08/01/2037	16	105.230	16,696.25	Aaa	AAA			2.851	15.836	0.31
3138ELGM9 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	17	105.370	17,948.74	Aaa	AAA			2.847	6.669	0.33
3138EMNQ0 - FNMA Pass-Thru Int 15 Year 4.500 20270101 4.	4.500	01/01/2027	8	105.610	8,820.63	Aaa	AAA			4.261	5.255	0.16
3138EPPE8 - FNMA Super Int 20 Year 4.000 20340601 4.	4.000	06/01/2034	22	108.830	23,922.83	Aaa	AAA			3.675	12.668	0.44
3138EPS70 - FNMA Pass-Thru 15yr	4.000	02/01/2029	9	105.950	9,344.45	Aaa	AAA			3.775	7.340	0.17
3138EQE81 - FNMA Pass-Thru Int 15 Year 4.000 20290501 4.	4.000	05/01/2029	16	106.130	17,016.28	Aaa	AAA			3.769	7.584	0.31
3138ERTL4 - FNMA Pass-Thru Int 15 Year 3.000 20311201 3.	3.000	12/01/2031	49	105.870	51,540.00	Aaa	AAA			2.834	10.169	0.95
3138WJLU0 - FNMA Umbs Int 20 Year 3.000 20361201 3.	3.000	12/01/2036	20	105.980	21,367.15	Aaa	AAA			2.831	15.170	0.39
3138VWV31 - FNMA Pass-Thru Int 15 Year 3.000 20280601 3.	3.000	06/01/2028	21	105.360	22,233.34	Aaa	AAA			2.847	6.669	0.41
3140X5JP9 - FNMA Super Int 15 Year 3.500 20330301 3.	3.500	03/01/2033	89	107.220	95,482.73	Aaa	AAA	4.189	1.763	3.264	4.521	1.76
3140X6M73 - FNMA Super Int 15 Year 3.000 20330401 3.	3.000	04/01/2033	22	105.410	23,614.49	Aaa	AAA			2.846	11.501	0.44
3140X6RH6 - FNMA Super Int 15 Year 3.500 20330201 3.	3.500	02/01/2033	24	107.240	26,049.95	Aaa	AAA			3.264	11.340	0.48
3140X6XR7 - FNMA Super Int 15 Year 3.500 20350301 3.	3.500	03/01/2035	48	106.570	51,298.71	Aaa	AAA			3.284	13.416	0.95
3140XACH3 - FNMA Super Int 15 Year 4.500 20360401 4.	4.500	01/01/2027	37	105.370	39,586.32	Aaa	AAA			4.271	5.255	0.73
31410LHK1 - FNMA Pass-Thru Int 15 Year 3.000 20270701 3.	3.000	07/01/2027	11	106.040	12,217.07	Aaa	AAA			2.829	5.751	0.23
31418BFZ4 - FNMA Pass-Thru Int 20 Year 4.000 20340801 4.	4.000	08/01/2034	25	109.270	27,803.16	Aaa	AAA			3.661	12.836	0.51
31418BTL0 - FNMA Pass-Thru Int 20 Year 3.500 20350801 3.	3.500	08/01/2035	25	107.510	26,952.06	Aaa	AAA			3.256	13.836	0.50
31418BYV2 - FNMA Umbs Int 20 Year 3.000 20360201 3.	3.000	02/01/2036	72	105.980	76,202.87	Aaa	AAA			2.831	14.339	1.41
31418CQM9 - FNMA Umbs Shrt 10 Year 3.000 20271001 3.	3.000	10/01/2027	44	105.100	46,840.05	Aaa	AAA			2.854	6.003	0.86
31418CTH7 - FNMA Pass-Thru Shrt 10 Year 3.500 20280101 3.	3.500	01/01/2028	17	106.630	18,385.96	Aaa	AAA			3.282	6.254	0.34
Treasuries												
-												
9128284V9 - United States Treas Nts 2.875%08/15/28 2.875%	2.875	08/15/2028	65	110.380	71,980.60	U.S./#Aaa	U.S.	6.364	1.292	2.605	6.874	1.33
9128285M8 - United States Treas Nts 3.125%11/15/28 3.125%	3.125	11/15/2028	72	112.270	81,678.15	U.S./#Aaa	U.S.	6.534	1.315	2.783	7.126	1.51
912828U24 - United States Treas Nts 2%11/15/26 2%11/1	2.000	11/15/2026	51	104.870	53,866.20	U.S./#Aaa	U.S.	4.923	1.022	1.907	5.126	0.99
912828YS3 - United States Treas Nts 1.75%11/15/29 1.75%1	1.750	11/15/2029	209	102.670	215,951.87	U.S./#Aaa	U.S.	7.679	1.401	1.704	8.126	3.99
91282CBH3 - United States Treas Nts 0.375%01/31/26 0.375%	0.375	01/31/2026	41	97.820	40,131.69	U.S./#Aaa	U.S.	4.316	0.889	0.383	4.337	0.74
91282CCH2 - United States Treas Nts 1.25%06/30/28 1.25%	1.250	06/30/2028	55	99.710	55,012.38	U.S./#Aaa	U.S.	6.540	1.295	1.254	6.749	1.02

FDIC Insured CD Ladder					
Description	Symbol/CUSIP	Maturity Date	Coupon	Quantity	Est. Annual Income
CASH				\$ 387,436.95	
ALLY BANK MIDVALE, UT FDIC # 57803 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	02007GKN2	7/5/2022	2.15%	113,000.00000	\$2,429.50
ALLY BANK MIDVALE, UT FDIC # 57803 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	02007GHF3	1/31/2022	2.90%	130,000.00000	\$3,770.00
AMERICAN NATIONAL BANK FDIC # 33812 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 10/30/21	02772JCC2	6/30/2023	0.15%	100,000.00000	\$150.00
BANK HAPOALIM, BM NEW YORK, NY FDIC # 33686 CERTIFICATE OF DEPOSIT PAYS AT MATURITY	06251A2R0	12/23/2021	0.10%	200,000.00000	\$200.00
BANK OF NEW ENGLAND FDIC # 24540 CERTIFICATE OF DEPOSIT MONTHLY	063847BG1	6/29/2022	0.10%	100,000.00000	\$100.00
BANK OF NEW ENGLAND FDIC # 24540 CERTIFICATE OF DEPOSIT MONTHLY	063847BJ5	9/29/2022	0.10%	150,000.00000	\$150.00
CATHAY BK FDIC # 18503 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	149159PS8	3/14/2022	1.15%	200,000.00000	\$2,300.00
GOLDMAN SACHS BANK USA NEW YORK, NY FDIC # 33124 CERTIFICATE OF DEPOSIT SEMI-ANNUAL	38149MNX7	1/30/2023	1.80%	40,000.00000	\$720.00
HERITAGE BANK FDIC # 30090 CERTIFICATE OF DEPOSIT MONTHLY	42724JEH4	10/18/2021	3%	200,000.00000	\$6,000.00
STATE BANK OF INDIA NEW YORK, NY FDIC # 33682 CERTIFICATE OF DEPOSIT PAYS AT MATURITY	856285UT6	1/5/2022	0.10%	200,000.00000	\$200.00
TEXAS EXCH BANK SSB CROWLEY, TX FDIC # 20099 CERTIFICATE OF DEPOSIT MONTHLY CALLABLE BEGINNING 10/18/21	88241TJP6	10/18/2021	0.35%	95,000.00000	\$332.50
Total:	12			\$ 1,915,436.95	\$16,390.74

Fixed Income

Third Quarter | 2021

James Camp, CFA

Managing Director and
Portfolio Manager

Joseph Jackson, CFA

Portfolio Co-Manager

Burton Mulford, CFA

Portfolio Co-Manager

Sheila King, CFA

Portfolio Co-Manager

Past performance does not guarantee future results. The information presented is for a representative account and for illustrative purposes only. Actual account holdings will vary depending on the size of an account, cash flows within an account, and restrictions on an account. This information is intended solely to report on investment strategies as reported by Eagle Asset Management, Inc. Opinions and estimates offered constitute Eagle's judgment and are subject to change without notice, as are statements of financial market trends, which are based on current market conditions. Under no circumstances does the information contained within represent a recommendation to buy, hold, or sell any security, and it should not be assumed that the securities, transactions, or holdings discussed were or will prove to be profitable. All holdings are subject to change daily. The Index is referred to for information purposes only; the composition of each Index is different from the composition of the accounts managed by the investment manager. An index is unmanaged and has no expenses. It is not possible to invest directly in an index.

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Market Overview^{1,2}

The bond market, as measured by the Bloomberg U.S. Aggregate Bond Index, was up 0.05% in the third quarter. The slight gain was almost entirely led by coupon returns as interest rates whipsawed during the period but ultimately finished higher while corporate credit spreads widened. The bond market remains down -1.55% year to date.

The yield on the benchmark 10-year U.S. Treasury note rose to 1.49%, compared to 1.47% on June 30. The 2 basis point move may seem insignificant; however, interest rates experienced several sharp moves throughout the quarter. The latest was a reset to higher levels in the last two weeks of September due to building inflationary pressure and hawkish messaging from U.S. Federal Reserve (Fed) officials.

Credit spreads were 4 basis points higher from the start of the quarter, leading corporate bonds to finish flat for the period and underperform duration-matched U.S. Treasuries. Government-related securities were the worst-performing major fixed income sector, posting negative total and excess returns. Meanwhile, structured products posted a modest total return, but added little value relative to U.S. Treasuries.

Fed Update and Outlook¹

Our near-term outlook remains positive on risk assets and for interest rates to move higher into year end. We believe underlying growth has been resilient over the past quarter despite unusual year-over-year base effects and the impact from surging COVID-19 cases. The economic outlook remains speckled with crosscurrents (i.e., debt ceiling, Fed tapering, supply chain issues) heading into the fourth quarter; however, confirmed cases are now on the backside of their sine curve and we believe the probability is rising that growth may reaccelerate.

Most recent economic data reports still show healthy growth when filtering out some of the unusual 2020 base effects by looking at two-year average growth rates or growth compared to 2019. For example, monthly growth for core capital goods new orders for May through August on a year-over-year basis was 23.6%, 19.0%, 15.9%, and 13.9% – a clear and steep deceleration. However, two-year average growth rates over that same time period were 8.7%, 8.1%, 8.3%, and 8.6% while growth relative to 2019 levels was 16.0%, 15.7%, 16.6%, and 17.7%. Growth appears steadier and maybe even back on the upswing based on the latter two methodologies. These results are not dissimilar in other key indicators such as retail sales, personal consumption expenditures, trade data, industrial production, and more.

Inventory dynamics, as we mentioned previously, are another potential for improved growth. Falling inventories were a big detractor to real gross domestic product (GDP) growth in the first quarter and even more so in the second quarter, highlighted by one of the steepest drops in manufacturing and trade inventory-to-sales data. In our view, this headwind will soon transform into a tailwind as depleted inventories have to be restocked, and we have already seen some of this growth in business inventories over the past few months. Yet the inventory-to-sales ratio remains low, suggesting potential for further gains in the fourth quarter.

The services segment of the economy and the U.S. labor market are also likely to benefit near term as COVID-19 cases continue to recede from the most recent surge. Nonfarm payrolls disappointed in August, adding only 235,000 jobs. The delta variant likely influenced the qualms of job fillers and seekers as restrictions were being questioned, especially in services-related industries, and consumer confidence fell.

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But lackluster labor market gains are an issue of supply and not demand. We're encouraged by the fact that demand for labor is still robust as the Job Openings and Labor Turnover Survey (JOLTS) report has reached a record 10.9 million job openings. We will continue to monitor the employment backdrop as variant uncertainties diminish and other dynamics holding job seekers back begin to normalize (back-to-school developments, wage incentives, expiration of enhanced unemployment benefits), but the expectation is the labor market will continue to improve.

With better growth prospects still in place, the main macro issue continues to center on inflation. The market as well as Fed officials appear to be finally coming around to the idea that while many pandemic-related price pressures are easing, broader drivers of inflation such as shelter or commodities are still moving higher. Alternative inflation baskets like the Cleveland Fed's 16% trimmed-mean consumer price index (CPI) or its median CPI gauge, which attempt to capture underlying inflation, are still advancing higher. Even more traditional inflation measures have not all peaked. Both the headline and core personal consumption expenditures (PCE) price indices – the latter being the Fed's preferred inflation gauge – are at current cycle highs based on their most recent readings for August. Likewise, producer price indexes (PPI) are still at their peaks, with the spread between CPI and PPI at the highest levels since 1974. More importantly, inflation is being felt by consumers at large in almost all areas of consumption, whether at the grocery store, gas station, or apparel outlets, with inflation expectation surveys also moving higher.

As we move into the fourth quarter, we believe prolonged reopening dynamics due to the COVID-19 spike over the summer will lead to reaccelerating growth in the months ahead, which would be positive for risk assets and a

headwind for interest rates on top of "long tail" inflation. The key economic balancing act to watch will be whether supply chain disruptions can subside enough that prices and inflation don't become unhinged, putting heavy pressure on our constructive view of risk assets due to the likely and disorderly spike in interest rates in such a scenario. Our positive view of risk assets is also tempered in the short term by the theatrics in Washington, D.C. regarding the debt ceiling and other legislative matters. This positive yet complicated view of the economic backdrop means a continued focus on the importance of asset and credit selection in both our fixed income and multi-asset strategies.

Corporate Market Review^{1,2}

Investment grade corporate bonds, as measured by the Bloomberg U.S. Corporate Bond Index, were flat for the quarter, and remain unchanged at -1.27% for the year. Slightly higher interest rates along with modest corporate credit spread widening were offset by coupon payments leading to the 0% return for the period.

Credit spreads tightened during September, but were unable to fully recapture spread widening that occurred in July and August. The average corporate credit spread for the index moved 4 basis points higher from 0.80% on June 30 to 0.84%. Corporate bond performance was nevertheless impressive considering increased market volatility and a growing list of concerns, including Evergrande/China, fading global growth prospects, debt limit posturing, and weakening corporate financial guidance due to supply chain disruptions.

Municipal Market Review^{1,2}

After five consecutive months of positive performance, municipal bonds turned negative in August and remained negative through the end of third quarter. The Bloomberg Municipal Bond Index was down -0.27% for the quarter, bringing year-to-date total return to +0.79%.

Municipals underperformed the U.S. Treasury Index, which returned +0.09% during the quarter. On a year-to-date basis, however, municipals have outperformed by +3.29%. The AAA municipal curve steepened over the quarter, with the short and intermediate portions of the curve outperforming the long-end; the Bloomberg 1-Year Municipal Bond Index remained flat at 0%, the Bloomberg 10-Year Municipal Bond Index was down -0.15%, and the Bloomberg 22+ Year Municipal Bond Index was down -0.74%. The municipal selloff occurred in tandem with the U.S. Treasury market after the U.S. Federal Reserve (Fed) statement on September 22 regarding the Fed's intentions to taper its asset buying, as well as heightened concerns regarding raising the debt ceiling prior to October 18 along with other pending fiscal and economic events, including but not limited to the passage of an infrastructure package, higher tax rates, and the uncertainty of a COVID-19 resurgence.

AAA municipal general obligation to Treasury ratios were mixed across the curve. The 3-year to 5-year ratios richened by 2 to 5 basis points (bps), ending the quarter at 47% and 56%, respectively. All other maturities cheapened, with the 1-year cheapening the most by 40 bps, ending the quarter at 155% while the 10-year through 30-year maturities cheapened by 6 to 7 basis points, ending the quarter at 75% and 83%, respectively. Our municipal programs are positioned defensively, as we've begun selling longer duration bonds, capturing long-term gains and shortening duration. Focus has been primarily on new issue deals as liquidity in the secondary market has weakened. While demand for municipal bonds still remains healthy, we did see some resistance on the longer end of the curve with certain deals having to be repriced at lower levels or restructured. Given the pending economic and fiscal events mentioned above, we believe further cheapening is on the horizon with

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better buying opportunities going into the fourth quarter.

For the month of September total new issuance supply was \$36.1 billion – 33% below September 2020, but 13% higher than average issuance for the month over the prior 10 years. Total issuance year to date is \$346.5 billion, down -2% from last year. While taxable bonds this year have accounted for a large portion of new issuance as issuers take advantage of lower yields to refund existing debt, it's declined from a high of 36% in February to 18% in September this year. While inflows into municipal bond funds have remained positive for the past 17 months, they appear to have slowed over the last couple of weeks. This month inflows into municipal bond funds totaled \$5.9 billion, down -55% from August, bringing quarter-end inflows to \$28.8 billion and year-to-date inflows to \$87.9 billion.

The focus of headlines this quarter revolved around raising the debt ceiling and the continued push for an all-encompassing infrastructure package. While a government shutdown was averted with the debt ceiling extension passed by both the Senate and House, negotiations on suspending or raising the national debt limit continue. Treasury Secretary Janet Yellen has indicated that the debt ceiling will need to be raised before October 18; otherwise the U.S. could default. Historically both parties have voted to raise the limit and the U.S. has never defaulted on its debts. As of the end of the third quarter, there was still not an approved infrastructure plan. The \$1 trillion bipartisan plan was passed by Senate in August, and the House was scheduled to vote on it at the end of September, but that vote has been delayed. In August, the House also passed the budget framework that begins the budget reconciliation process for the \$3.5 trillion social infrastructure plan. At this time there is still no clear path for either package to

become law as negotiations continue. We will continue to monitor both situations and their implications on the municipal market and make any adjustments necessary.

1. References to specific securities are intended to illustrate the types of securities Eagle may hold in this portfolio. They are not intended as representations of specific investment recommendations that would have been profitable to an investor. Past performance is not a guarantee of future results. Opinions and estimates offered constitute Eagle's judgment and are subject to change without notice as are statements of financial-market trends, which are based on current market conditions. Investing involves risk, including the possible loss of principal.

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2. Sources: Investor Tools Perform and Yield Book

Investing in bonds involves risks that may adversely affect the value of your investment such as inflation risk, credit risk, call risk, interest rate risk, and liquidity risk, among others. The two most prominent factors are interest rate movements and the credit worthiness of the bond issuer. Investors should pay careful attention to the types of fixed income securities that comprise their portfolios and remember that, as with all investments, there is the risk of loss of capital. A Real Estate Mortgage Investment Conduit (REMIC) is a type of multiclass mortgage-related security in which interest and principal payments from mortgages are structured into separately traded securities. These classes are distinguished by their sensitivity to the prepayment risk of the underlying mortgage-related collateral. Therefore, they may be more or less sensitive to prepayment risk, bear different interest rates, and have various average lives and final maturities.

Investment grade refers to fixed-income securities rated BBB or better by Standard & Poor's or Baa or better by Moody's. Convertible securities and preferred stock combine the fixed income characteristics of bonds with some of the potential for capital appreciation of equities and, thus, may be subject to greater risk than pure fixed-income instruments. Unlike bonds, preferred stock and some convertible securities do not have a fixed par value at maturity, and in this respect may be considered riskier than bonds. Convertible securities may include convertible bonds, convertible preferred stocks and other fixed-income instruments that have conversion features.

Investments in high-yield bonds and convertible securities are subject to the client's authorization, as set forth in the Investment Management Agreement. Such investments may be subject to greater risks than other fixed-income investments. The lower rating of high-yield bonds (less than investment grade) reflects a greater possibility that the financial condition of the issuer or adverse changes in general economic conditions may impair the ability of the issuer to pay income and principal. Periods of rising interest rates or economic downturns may cause highly leveraged issuers to experience financial stress, and thus markets for their securities may become more volatile. Moreover, to the extent that no established secondary market exists, there may be thin trading of high-yield bonds, which increases the potential for volatility.

The Job Openings and Labor Turnover Survey (JOLTS) program produces data on job openings, hires, and separations.

The Consumer Price Index measures the average change in prices over time that consumers pay for a basket of goods and services.

The Personal Consumption Expenditures (PCE) Price Index, excluding food and energy, known as the core PCE index, is a measure of the prices that people living in the United States, or those buying on their behalf, pay for goods and services. The PCE price index, released monthly by the U.S. Department of Commerce Bureau of Economic Analysis, is known for capturing inflation or deflation across a wide range of consumer expenses and reflecting changes in consumer behavior.

The Producer Price Index (PPI) program measures the average change over time in the selling prices received by domestic producers for their output.

The Bloomberg U.S. Aggregate Bond Index is composed of the total U.S. investment-grade bond market. The market-weighted index includes Treasuries, agencies, commercial mortgage-backed securities (CMBS), asset-backed securities (ABS) and investment-grade corporates.

The Bloomberg U.S. Corporate Bond Index measures the investment grade, fixed-rate, taxable corporate bond market.

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The Bloomberg Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market.

The Bloomberg High Yield Municipal Bond Index covers the universe of fixed rate, non-investment grade debt. The Bloomberg Barclays Municipal Bond Index is a rules-based, market-value-weighted index engineered for the long-term tax-exempt bond market.

Bloomberg Municipal 1-Year Bond Index is an unmanaged Index of municipal bonds with a remaining maturity of one to two years.

The Bloomberg 3-Year Municipal Index is the three-year component of the Municipal Bond Index. The Bloomberg Barclays 3-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of two to four years.

The Bloomberg 5-Year Municipal Index is the five-year component of the Municipal Bond Index. The Bloomberg 5-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of four to six years.

The Bloomberg 10-Year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of eight to 12 years.

The Bloomberg 15-year Municipal Index is the 15-year component of the Municipal Bond Index. The Bloomberg Barclays 15-year Municipal Bond Index is an unmanaged index comprised of investment-grade municipal bonds with maturities of 12 to 17 years.

The Bloomberg Long (22+ Year) Municipal Bond Index is a rules-based, market-value-weighted index comprised of investment-grade municipal bonds with maturities of more than 22 years.

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021**TYPE OF AGENDA ITEM:** Public Hearing**AGENDA OUTLINE NUMBER:** 5.A.**TO:** City Council**THRU:** Louis Zunguze, Community Development Director
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager**FROM:** Lance Johnson, City Manager
Jeffrey Cozadd, Grants Manager**DATE:** 10/15/2021**SUBJECT:** Second reading of Ordinance 21-22-CN - Electric Franchise Agreement with Gulf Power Company

I. BACKGROUND: Pursuant to the terms of the City's previous franchise agreement (Ordinance No. 048, as amended and extended) with Gulf Power Company ("Gulf"), the City exercised its right to purchase Gulf's electric facilities within the City by Resolution 18-31, on September 13, 2018. Since that time, pursuant to applicable Florida law, the City and Gulf have been operating under the terms of the previous franchise while the City and Gulf have continued negotiating toward a new franchise agreement. Those negotiations have also included parallel negotiations toward the form of an agreement that would be applicable to the first phase of the City's contemplated project to convert the overhead electric, telecommunications, and other utility facilities within the City to underground service (the "Undergrounding Project" or "UG Project"). City Staff and special utility counsel have continued these negotiations, which have led to the proposed new franchise agreement, Ordinance 21-22-CN.

As information, Gulf Power was acquired by NextEra Energy, Inc., on January 1, 2019, and has now, pursuant to federal approvals, become part of Florida Power & Light Company, although the Gulf Power tariffs continue to apply to Gulf service because the Florida Public Service Commission has not yet acted on FPL's and Gulf's pending proposal for rate unification.

II. DISCUSSION: The proposed new franchise agreement includes the following major

provisions:

- 1.) Franchise fee rate of 6.0 percent, applicable to Gulf's revenues from residential, commercial, and industrial service within the City;
- 2.) City retains Right to Purchase Gulf's facilities at and after the expiration or termination of the Franchise, and, subject to certain limitations, (a) if the City and Gulf/FPL are not able to agree on and execute an underground facilities conversion agreement in substantially the form of Exhibit 1 to the Franchise within two years following the Effective Date of the Franchise, in which case the City's Right to Purchase vests but must be exercised within 12 months following such vestiture; and (b) upon termination of the Franchise pursuant to other provisions of the Franchise (e.g., resulting from a change in law creating competitive changes, or resulting from a default).
- 3.) If the City and Gulf/FPL do execute a UG Agreement, then the Franchise lasts for 30 years but the City's Right to Purchase remains at and after the expiration after 30 years.

At Council's direction, the Ordinance has been updated on second reading to reflect that 10% of the additional revenues generated by increasing the Franchise Fee to 6% can be used for *installation and maintenance of* landscaping of the underground conversion areas.

A. Link to Strategic Goals / Objectives: Council Objective 1.4 Underground Utilities, Management Objective 2.3 Funding sources for Undergrounding Utilities

B. Effect on Budget (EOB): The past three years, an electric franchise fee of 4% has brought in an average of approximately \$1,650,000 per year. Increasing the franchise fee to 6% is anticipated to bring in approximately \$2,475,000 per year. The impact on the FY 2022 budget will depend on the effective starting date of the agreement. This agreement covenants that the additional 2% shall be committed for the purpose of financing the conversion of existing overhead utility facilities to underground facilities, and 10% of these proceeds shall be dedicated to landscaping of the underground conversion areas.

C. Level of Service (LOS): Gulf/FPL can be expected to continue to provide service that meets all applicable requirements of the National Electrical Safety Code and meets or exceeds basic standards for reliable service.

III. CONCLUSION: Ordinance 21-22-CN provides for a new franchise agreement between the City and Gulf Power. Upon acceptance by Gulf, the new franchise will become effective and will last for 30 years, subject to the City's Right to Purchase at and after the 30-year term, and also subject to the City's Right to Purchase in the event that the City and Gulf/FPL do not enter into an acceptable UG Agreement within two years after the Effective Date of the Franchise.

IV. RECOMMENDED MOTION: I move that Ordinance No. 21-22-CN be approved on second reading.

Attachments:

1. Destin Revised UFCA.FINAL
Mileage Version.WO
WATERMARK.300PM.10-19-2021
2. Ordinance 21-22-CN Franchise

Agreement - second reading

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Underground Facilities Conversion Agreement ("Agreement"), is made and entered into this ____ day of _____, 2021, by and between the City of Destin, Florida ("Applicant"), with an address of _____ and Florida Power & Light Company (doing business as Gulf Power Company, "Gulf" or "FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429. For purposes of this Agreement, Applicant and Gulf are collectively referred to as "Parties".

WHEREAS, the Applicant has requested that Gulf and FPL convert certain overhead electric distribution facilities located within the following mutually agreed upon boundaries for phase 1 of the Applicant's underground conversion (the "Conversion"). Description here of project (may include optional map or maps) shall include up to 3.25 miles of the Conversion. Any part of the Conversion that is greater than 3.25 miles will be covered in a separate agreement controlled by the FPL tariff.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion. The "Eligibility Criteria" are defined in Paragraph 14 of this Agreement.
2. **FPL Tariff.** The Applicant understands and agrees that at some time prior to, or during the pendency of the Parties' performance of this Agreement, the Gulf Electric Tariff is planned to be replaced by the FPL Electric Tariff; however, the Parties agree that such replacement of the Gulf Electric Tariff will not affect the amount of any CIAC or ASRC, as each is hereinbelow defined, for any purpose relating to the Applicant's costs and credits applicable to the Conversion described above.
3. **Contribution-in-Aid-of-Construction (CIAC).¹** The Applicant shall pay Gulf or FPL a CIAC as required by Gulf's Electric Tariff and Rule 25-6.115 of the Florida Administrative Code. CIAC will be calculated as follows:

CIAC =

- 1) The estimated cost to install the requested underground facilities;
- + 2) The estimated cost to remove the existing overhead facilities;
- + 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;
- + or - 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential;
- 7) With respect to the Conversion described above only, the 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") as represented by FPL and Gulf to Applicant in 2020.

i. CIAC (excluding ASRC) \$ _____

ii. Less ASRC \$ _____

iii. CIAC Due \$ _____

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b)

¹ In the calculation of CIAC, the estimated cost that would be incurred to install new overhead facilities, in lieu of underground facilities, is the cost of hypothetical overhead facilities built to Extreme Wind Loading standards

10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay Gulf the resulting difference in the amount of the CIAC Due.

4. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to Gulf, construct and install all or a portion of the Underground Facilities. Such work must meet Gulf's construction standards and Gulf or FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by Gulf or FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
5. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of Gulf's Electric Tariff or FPL's Electric Tariff, to the extent applicable and to the extent that such tariff provisions are consistent with the specific terms of this Agreement.
6. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of Gulf's Electric Tariff or FPL's Electric Tariff, to the extent applicable, this Agreement and any other applicable agreements, Gulf or FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof
7. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between Gulf or FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Gulf Electric Tariff, or to the extent applicable the FPL Electric Tariff, this Agreement and the Gulf Electric Tariff shall control.
8. **Term.** This Agreement shall remain in effect for as long as Gulf, FPL, or any successor or assign of Gulf or FPL owns or operates the Underground Facilities.
9. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from Gulf, FPL, or any successor or assign of Gulf or FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than Gulf, FPL, or any successor or assign of Gulf or FPL, the Applicant shall repay Gulf, FPL, or any successor or assign of Gulf or FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

10. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms or conditions of this Agreement or Gulf's Electric Tariff, and at such time as Gulf's Electric Tariff is replaced by FPL's Electric Tariff, then from that time forward, failure by the Applicant to comply with the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff, shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by Gulf or FPL in performing under the Agreement up to the date of termination.
11. **Assignment.** The Applicant shall not assign this Agreement without the written consent of Gulf or FPL.
12. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
13. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and Gulf, the terms of this Agreement shall control.
14. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for Gulf (or FPL) to take action pursuant to a request for conversion:
 - a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length; and
 - b. all electric services to the real property on both sides of the existing overhead primary lines must be

part of the conversion.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

APPLICANT

Signed _____

Name _____

Title _____

Signed _____

Name _____

Title _____

Approved as to the Terms and Conditions (if required by Applicant)

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed _____

Name _____

Title _____

Gulf and FPL

Signed _____

Name _____

Title _____

ORDINANCE NO. 21-22-CN

AN ORDINANCE GRANTING TO GULF POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF DESTIN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin ("City") finds it in the public interest to ensure that all areas within its limits are adequately provided with high-quality and reliable electric service; and

WHEREAS, the City and Gulf Power Company ("Gulf Power") were previously parties to a franchise agreement embodied in the City's Ordinance No. 048, as amended; and

WHEREAS, the City has determined that the public health, safety, and welfare will be promoted and served by converting the existing overhead electric facilities within the City to underground facilities; and

WHEREAS, despite good-faith efforts by both the City of Destin and Gulf Power Company, the parties have not yet reached an agreement on the costs, terms, and conditions for converting the existing overhead electric facilities in the City to underground facilities; and

WHEREAS, the City and Gulf have continued negotiating toward an appropriate and mutually acceptable agreement for the undergrounding of overhead electric facilities in the City and for a new franchise agreement

predicated on the achievement of such a mutually acceptable undergrounding agreement; and

WHEREAS, the City of Destin finds it in the public interest to retain control over the use of public rights-of-way by providers of electricity to protect the public health, safety, and welfare, to ensure against interference with the public convenience, to promote aesthetic considerations, to promote planned and efficient use of limited right-of-way space, and to protect the public investment of right-of-way property; and

WHEREAS, the City of Destin finds that the granting of this franchise is the best means of assuring that the above-described interests of the City are promoted;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA:

Section 1. In consideration of the mutual benefits that will accrue to the City of Destin, sometimes referred to as the Grantor herein or as the “City,” and the inhabitants thereof, on the one hand, and to Gulf Power Company, a corporation under the laws of the State of Florida, its successors and assigns, hereinafter sometimes referred to as the Grantee (or “Gulf”), on the other hand, the City of Destin hereby gives and grants to the Grantee the nonexclusive right, authority, privilege, and franchise to construct, erect, suspend, install, extend, renew, repair, maintain, operate, and conduct in said City of Destin’s public rights-of-way a system of electric light and power facilities, including, without limitation, conduits, poles, wires,

transformers, meters, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "Grantee's Facilities" or "Facilities"), for the purpose of supplying electricity and other electricity-related services incidental thereto to the Grantor and its successors and assigns, to the inhabitants of the City and to business entities operating therein, and to persons and business entities beyond the corporate limits of the Grantor who purchase electric service from Gulf (collectively, all such inhabitants and business entities that purchase electric service from Grantee are sometimes referred to herein as "Customers"). As used in the preceding sentence, the term "other electricity-related services" means Gulf's facility-to-facility data capabilities over the lines to identify faults, load information, and other data necessary or helpful to the provision of electric service, and which do not include any services that are sold separately to any entity. As used herein, the terms "public rights-of-way" and "Grantor's public rights-of-way" shall mean property or any interest therein that is acquired for or devoted to a public road, including but not limited to, roadways, highways, streets, or bridges for which the City is the authority and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface, and the area below the surface of such places. The rights and privileges granted hereby do not extend to any other public places of any type whatsoever, that are administered by the Grantor but not located in any space within the specific definition of the Grantor's public rights-of-way set forth hereinabove, or to any similar places. The determination of whether a public place or public space is part of Grantor's public

rights-of-way is within the sole and sound discretion of the Grantor and, except as to whatever statutory rights the Grantee may have to install its facilities in certain road rights-of-way, which may be determined by a court of competent jurisdiction, as necessary, the Grantor's determination may not be challenged in any way in any venue.

As appropriate to the context, each of the City and Gulf may be referred to herein individually as a "Party," and they may be referred to collectively as the "Parties" to this Franchise Agreement. This Ordinance and the mutual agreements created by this Ordinance and the Grantee's acceptance hereof are referred to herein as "the Franchise" or "the Franchise Agreement." The rights and privileges granted hereby are expressly subject to all of the provisions and limitations contained in this Franchise Agreement, including, expressly but without limitation, the Grantor's reserved Right to Purchase established herein and all provisions relating to the Grantor's right and ability to exercise that Right to Purchase as provided in various sections of this Franchise Agreement.

Section 2. The Facilities of the Grantee shall be installed, located or relocated, erected, maintained, and operated in accordance with good engineering practices and so as to not unreasonably interfere with vehicular (including bicycles) and pedestrian traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with

reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with vehicular (including bicycles) and pedestrian traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible.

Any and all Facilities of the Grantee shall further be installed, operated, and maintained in compliance with the most current edition of the National Electrical Safety Code and all applicable provisions of the Florida Administrative Code applicable to such facilities. The Grantee's rights to operate its Facilities are and shall remain subject to all applicable valid rules and regulations of the City of Destin, Okaloosa County, the State of Florida, and the United States, as such rules and regulations may be amended from time to time.

When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from persons other than the Grantor as may be provided by law.

The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this Franchise shall be deemed an agreement on the part of the Grantee to indemnify the Grantor and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee in the construction, operation or maintenance of its facilities hereunder.

Section 3. (a) Subject to the Grantor's Right to Purchase the Grantee's electric Facilities in the City pursuant to this Section 3 hereof (hereinafter the City's "Right to Purchase"), the Franchise granted by this Ordinance shall exist and continue for a period of thirty (30) years from the Effective Date of this Ordinance.

(b) As a condition precedent to the effectiveness of this Franchise, Grantor does hereby reserve and the Grantee hereby gives and grants to the said Grantor the irrevocable right, at and after the expiration or termination of this Franchise as

set forth in Section 12 herein or upon the occurrence of certain potential events as expressly specified in Section 3(c) herein, to purchase the Grantee's Facilities and other property, including vehicles, equipment, materials, supplies, and real property and real property interests and any improvements and fixtures on such real property, within the Grantor's corporate limits subject to this Franchise used under or in connection with the Franchise hereby granted. The amount to be paid shall include the reproduction cost of the property sought to be acquired, less depreciation, together with the going concern value and severance costs. All closing costs of such purchase shall be borne by Grantor. If the Grantor and Grantee are unable to agree upon the amount to be paid, the amount shall be determined in a declaratory action which may be instituted by either Grantor or Grantee. Each party shall bear its own experts' and attorneys' fees and costs incurred in connection with such declaratory action. For clarity, the Grantee's property and property interests other than its Facilities, as defined above, including all real property, interests in real property, any improvements or fixtures on such real property, vehicles, equipment, materials, and supplies, are also subject to the Grantor's Right to Purchase; for convenience, all such property other than the Facilities are referred to herein as "Related Property."

(c) To promote the public health, safety, and welfare of the inhabitants of the City of Destin and of all persons and entities who live, work, and conduct their business therein, Grantor plans to undertake the conversion of all overhead utility facilities, including the Grantee's electrical distribution facilities, that are presently

installed using overhead technologies, within the Grantor's corporate limits to underground facilities. Grantor hereby affirms that it recognizes that, as the conversion of Grantee's overhead facilities to underground facilities is completed and each section or area of underground electrical facilities becomes operational, those facilities will be owned by the Grantee. Both Grantor and Grantee further recognize and affirm that such underground facilities will be part of Grantee's Facilities that the Grantor would acquire pursuant to its Right to Purchase as set forth herein, in the event that the Grantor exercises its Right to Purchase. As of the Effective Date of this Franchise, the Grantor and Grantee have been negotiating and continue to negotiate a definitive agreement, subject to and in accordance with the applicable rules of the Florida Public Service Commission, as to the terms and conditions, including cost allocation and Contributions in Aid of Construction ("CIAC"), for the conversion of the Grantee's overhead electric facilities to underground facilities, and the Grantor and Grantee hereby covenant to continue negotiations toward such definitive agreement in good faith. It is anticipated that the entire conversion project will be achieved in a gradual series of smaller conversion projects, each encompassing a distinct portion of the City. As used in this Franchise, the term "phase" means any one of the smaller conversion projects encompassing a distinct portion of the City. In the event that such negotiations have not resulted in an executed definitive agreement substantially in the form attached as Exhibit 1, Underground Facilities Conversion Agreement, between the Grantor and Grantee for at least one phase of the entire

conversion project by the date that is two (2) years after the Effective Date hereof, then the Grantor's Right to Purchase pursuant to this Section 3(c) shall thereupon vest immediately in favor of the Grantor and shall continue in effect and be fully subject to election by the Grantor for a period of twelve (12) months thereafter by written notice to Grantee. Beginning when the Grantor delivers such written notice to Grantee, the Grantor will take material steps to purchase the Grantee's Facilities in accordance with Section 3(b). If Grantor does not elect to exercise its Right to Purchase pursuant to this Section 3(c) within said twelve (12) month period, the Grantor's Right to Purchase shall expire. For clarity, if the Grantor does not elect to exercise its Right to Purchase pursuant to this Section 3(c) by the date that is three (3) years after the Effective Date of this Franchise, then the Grantor's Right to Purchase pursuant to this Section 3(c) shall expire, but such expiration shall in no way impact Grantor's rights under Section 12 of this Franchise.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law. The Grantee recognizes its obligation to provide electric energy and power service within the City on reasonable terms and conditions at fair, just, reasonable, and nondiscriminatory rates to all who request said service during the term of this Franchise and thereafter, as required by law or by a duly constituted public regulatory body.

Section 5. As a further consideration for the granting of the rights, privileges, and franchises hereby granted, the Grantee, its successors and assigns, shall pay

to the Grantor, commencing sixty (60) days after the Effective Date hereof, within thirty (30) days after the first day of each month thereafter for the remainder of the term of this Franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations during the Grantee's monthly billing period ending 30 days prior to each such payment will equal six (6%) percent of the Grantee's billed revenues, less actual write-offs, exclusively from the sale of electrical energy to customers served under Grantee's residential, commercial, and industrial rate schedules (as such customers and rate schedules are defined by Gulf Power's Tariff for Retail Electric Service) within the incorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event (subject only to the "Favored Nations" provisions in Section 7) shall payment for the rights and privileges granted herein exceed six percent (6%) of such revenue for any monthly billing period of the Grantee.

The City expressly covenants that it will dedicate any amounts received as franchise consideration that are over and above four (4) percent of Grantee's revenue from the furnishing of electric service to Customers served under Grantee's residential, commercial, and industrial rate schedules within the City to be used solely for the purpose of financing the conversion of existing overhead utility facilities to underground facilities; provided that a minimum of ten (10) percent of all such revenues dedicated to the conversion of utility facilities to

underground facilities shall be set aside and used exclusively for the installation and maintenance of landscaping of the underground conversion areas, where such landscaping shall specifically include planting, to the maximum extent possible, in the opinion of a certified arborist, native tree species including Southern magnolia and live oak trees. Any such landscaping must comply with Grantee's vegetation policies to the extent applicable.

The Grantor understands and agrees that such revenues as described in this paragraph are limited to the precise revenues described therein.

The Parties expressly agree that the above-stated franchise fee provisions have been freely bargained for and represent fair and just compensation relative to the fair rental value of the rights-of-way and the other consideration given by the City to Gulf pursuant to this Franchise, including the fact that, as recognized by the City and Gulf, the electric facilities thus converted from overhead to underground will be owned by Gulf upon the completion of such conversion, including the completion of each phase of the conversion. In recognition of the foregoing agreement, each Party, intending to be legally bound, agrees not to contest or seek to limit or change the amount of the franchise fee provided for herein in any legal, regulatory, or legislative proceedings of any type whatsoever.

Section 6. As a further consideration, during the term of this Franchise or any extension thereof, and subject to the Grantor's Right to Purchase Gulf's electric Facilities in the City pursuant to Section 3 and Section 12 hereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the

Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), provided that the City shall not be considered a "third party" or an "other retail customer" for purposes of this provision. For clarity, the Parties recognize and agree that the City's exercise of its Right to Purchase shall not constitute a violation or breach of the City's covenant not to compete against Gulf in the business of selling electric service.

Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions that are subject to the provisions of the Federal Power Act. The Grantor retains the right to generate and distribute electric power for its own use and the right to operate emergency generating facilities owned by the Grantor for purposes of serving critical facilities (e.g., nursing homes, water and wastewater treatment plants, and similar facilities) during declared emergencies such as hurricanes or tropical storms.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any

other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person, provided that Grantee shall ensure by all means necessary that such purchases shall be made at the rates offered by the Grantee for the term of such transaction, and provided further that, if for any reason the Grantee does not honor its obligation to serve the Grantor's facilities at the rates offered by the Grantee for the term of the transaction, such failure shall entitle Grantor to terminate the transaction and purchase electric capacity and/or electric energy from another provider. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, then the Grantor shall be permitted and entitled to enter into the proposed transaction with the other person, and all of the terms and conditions of this Franchise shall remain in effect.

Section 7. As part of the mutual and reciprocal exchange of consideration pursuant to this Franchise, the Parties hereby agree to the following reciprocal covenants to offer improved franchise terms to each other upon the occurrence of

certain conditions or events, such terms being generally recognized as "Favored Nations" provisions in agreements of this type. (a) If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this Franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice. Any such termination of this Franchise Agreement by the Grantee shall result in the immediate vesting of the Grantee's Right to Purchase set forth in Section 3(b) of this Franchise Agreement.

(b) Upon request, Grantee shall furnish City a copy of all other municipal franchises that it is granted, or that it has been granted, from time to time during

the life of this Franchise. If the Grantee (i) enters into a franchise agreement or similar agreement with any other municipality or county in Florida that provides for a franchise fee rate greater than the maximum rate allowable under this Franchise, under the same terms and conditions as specified in Section 5 hereof, the Grantee, upon written request of the Grantor, shall negotiate and enter into a new franchise agreement with the Grantor in which the percentage to be used in calculating monthly payments under Section 5 hereof shall be no greater than that percentage which the Grantee has agreed to use as a basis for the calculation of payments to the other municipality, provided, however, that such new franchise agreement shall include additional benefits to the Grantee, in addition to all benefits provided herein, at least equal to those provided by its franchise agreement with the other municipality. Subject to all limitations, terms and conditions specified in the preceding sentence, the Grantor shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and the Grantee shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor

in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this Franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this Franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this Franchise Agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice. Any such termination of this Franchise Agreement by the Grantee shall result in the immediate vesting of the Grantee's Right to Purchase set forth in Section 3(b) of this Franchise Agreement.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this Franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal by either Party) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the

provisions, terms, or requirements of this Franchise, and the Grantee shall have six months after such final determination to cure the default before a forfeiture shall result. The Grantor, in its sole discretion, may grant such additional time to the Grantee for compliance as necessities in the case require. If any alleged breach or failure of the Grantee to comply with the provisions, terms, or requirements of this Ordinance and Franchise shall occur before the date upon which the Grantor's Right to Purchase Grantee's Facilities vests hereunder, as provided in this Franchise, then the Grantee shall have the opportunities set forth above to cure such breach or failure. If at any time during the term of this Franchise Agreement Grantee has been adjudicated to have failed to comply with the Franchise and subsequently fails to accomplish such cure within a reasonable time, the Grantor's Right to Purchase shall thereupon immediately vest in Grantor.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this Franchise, including but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with vehicular (including motor and bicycle) or pedestrian traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this Franchise and entitle the Grantee to withhold a portion of the payments provided for in Section 5 hereof, such portion being demonstrably commensurate with any cost or loss suffered by Grantee as a result of the Grantor's action, until such

time as a use permit is issued or a court of competent jurisdiction has reached a final determination, after the expiration or exhaustion of all rights of appeal by either Party, in the matter. The Grantor recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right as provided by law. The Grantee recognizes and agrees that nothing in this Franchise Agreement constitutes or shall be deemed to constitute a waiver of the Grantor's delegated sovereign right of condemnation and that the Grantor, in its sole discretion, may exercise such right as provided by law, provided that the Grantor shall not exercise such right so as to violate the Grantor's covenant, set forth in Section 6 hereof, not to compete against the Grantee in the distribution and/or sale of electricity to ultimate consumers during the term of this Franchise.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this Franchise, at the Grantor's expense, examine the records of the Grantee relating directly to the calculation of the franchise fee payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be

impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. Grantor hereby reserves and the Grantee hereby gives and grants to the Grantor the irrevocable right, at and after the expiration or termination of this Franchise as may be permitted or provided herein, to purchase the Facilities and Related Property on the terms and in the manner set forth in Section 3(b) hereof. Nothing contained herein shall require the Grantor to acquire the Grantee's property.

Section 13. The provisions of this Franchise Agreement are interdependent upon one another, and if any of the provisions of this Franchise Agreement are found or adjudged to be invalid, illegal, void or of no effect, the entire Franchise Agreement may be terminated by either Party, provided, however, that in the event that this Franchise Agreement is terminated by either Party pursuant to this provision of this Franchise Agreement, the Grantee expressly recognizes and agrees that the Grantor's Right to Purchase pursuant to Section 3(b) shall thereupon immediately vest in Grantor.

Section 14. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 15. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 16. Grantee shall be responsible for ensuring that it bills its Customers the correct franchise fees, and other taxes or fees. Within thirty (30) days following the Grantee's acceptance of this Franchise, Grantor shall provide an updated map of the Grantor's city limits to Grantee. If the city limits of the Grantor are altered, via annexation or some other method, then Grantor shall provide an updated map to Grantee within thirty (30) days of said alteration of the city limits. In the event that the Grantor fails to timely deliver any map as required hereunder, the Grantee shall not be liable for any mistakes in billing or collection due to such failure, and the Grantor shall, upon written request of the Grantee, promptly furnish a current map.

Section 17. As a condition precedent to the taking effect of this Ordinance and Franchise Agreement, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this Ordinance. The effective date of this Ordinance shall be the date upon which the Grantee files such acceptance.

Section 18. Effective Date: This Ordinance shall be effective on the _____ day of _____, 2021.

PASSED on first reading this _____ day of _____, 2021.

PASSED AND ADOPTED on second reading this _____ day of _____, 2021.

CITY OF DESTIN, FLORIDA

By: _____

ATTEST:

By: _____ (SEAL)
Clerk of the City of Destin, Florida

APPROVED AS TO FORM AND LEGALITY

City Attorney, City of Destin, Florida

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Noell Bell, Chief Building Official
Traci Goodhart, Planner/Stormwater Manager

DATE: October 20, 2021

SUBJECT: First reading of Ordinance 21-19-LC - Amending Land Development Code Section 11.04.00 - Floodplain Management, amending sections relating to flood-resistant development

I. BACKGROUND: On April 19, 2021, City staff presented proposed changes to Flood Ordinance 18-05-LC and 18-07-CC to City Council. Council directed staff to bring the revisions to Local Planning Agency (LPA) for review & recommendation.

On September 23, 2021, City staff presented the following to the LPA:

- **Remove** Technical Amendments to the Florida Building Code from Chapter 6 – Buildings and Building Regulations, Code of Ordinances
- **Revise** Article 11 of the Land Development Code to include technical amendments from Chapter 6.
- **Designate** the Coastal A Zone per the City's Comprehensive Plan. These areas are subject to higher regulatory standards due to potential storm surge.
- **Modify** flood design standards in designated Non-Coastal A Zones to allow enclosed areas used for parking and storage below design base flood to utilize engineered flood vents per the Florida Building Code and FEMA guidelines.

II. DISCUSSION: Ordinance 21-19-LC includes the technical amendments from *Chapter 6 – Buildings and Building Regulations, Code of Ordinances*. In addition, it designates and defines the Coastal A zone per the Comprehensive Plan, and modifies the freeboard design standards in Non-Coastal AE Flood Zones from 2 feet to 1 foot per the Florida Building

Code (FBC).

Ordinance 21-19-LC.

1. Revises Ordinance 18-05-LC to include the revised technical amendments.

- i. Ordinance 21-19-LC revises Ordinance 18-05-LC to include revised technical amendments that support the City's Community Rating System (CRS) design standards.
- ii. This will allow for all flood regulations and design requirements to be found in Article 11.04.00 – Floodplain Management, Land Development Code.

2. Designates and Defines our Coastal A zones.

- i. Defines and designates the Coastal A Zone per the City's Comprehensive Plan. Under the CRS program, these areas may be subject to higher regulatory standards due to potential storm surge. From 1995 – 2020, there have been 365 claims, 201 have been on Holiday Isle which accounts for 55% of the City's repetitive loss claims during that time. The 201 claims accounted for \$19.7 million in losses.
- ii. The 2-foot freeboard requirement will remain in effect for all structures located in a Coastal A and VE Zones, in addition to limiting enclosed areas, below design flood evaluation, to no more than 200 sq. ft. for building entrance and storage.

3. Modifies flood design standards in designated Non-Coastal A Zones.

- i. The 2-foot freeboard requirement would be removed for structures in the Non-Coastal A zone. The Florida Building Code design standard, would govern, which requires a 1-foot freeboard or Design Flood Elevation (DFE), whichever is higher.

A. Link to Strategic Goals / Objectives: Quality development and revitalization through clear vision and unified approach.

B. Effect on Budget (EOB): None

C. Level of Service (LOS): N/A

III. CONCLUSION: Ordinance 21-19-LC is a Council directive and includes the revised technical amendments from *Chapter 6 – Buildings and Building Regulations, Code of Ordinances*. In addition, the proposed ordinance designates and defines the Coastal A zone per the Comprehensive Plan, and modifies the freeboard design standards in Non-Coastal AE Flood Zones from 2 feet to 1 foot per the Florida Building Code (FBC).

On September 23, 2021 the LPA recommended approval of Ordinance 21-19-LC contingent on a Council Workshop being held at a date yet to be determined.

Proposed Ordinance 21-19-LC accomplishes the following:

1. **Revises** Ordinance 18-05-LC to include the revised technical amendments.
2. **Designates and Defines** the Coastal A Zone. The 2-foot freeboard requirement would remain in effect for all structures located in a Coastal A or VE Zone, in addition to limiting enclosed areas, below design flood evaluation, to no more than 200 sq. ft. for building entrance and storage.
3. **Modifies** flood design standards in designated Non-Coastal A Zones to allow enclosed areas used for parking and storage below design base flood to utilize engineered flood vents, and meet one (1) foot freeboard requirement per the Florida Building Code.

IV. RECOMMENDED MOTION:

- a. I move that City Council approve Ordinance 21-19-LC.
- b. I move that City Council approve Ordinance 21-19-LC contingent on staff scheduling a Council Workshop to be held at a date yet to be determined.

Attachments:

1. 21-19-LC Ordinance Flood Regs
2. Flood Zone Map
3. Flood Ordinance Crosswalk
4. Flood Ordinance Power Point 11.01.21

ORDINANCE NO. 21-19-LC

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.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Destin and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Destin was accepted for participation in the National Flood Insurance Program on July 6, 1988 and the City Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the flood design standards in designated Non-Coastal A Zones should be modified to allow enclosed areas used for parking and storage below design base flood to utilize engineered flood vents per the Florida Building Code and FEMA guidelines; and

WHEREAS, Coastal A Zones are subject to potential storm surge and additional regulations; and

WHEREAS, the use of structural fill in the Special Flood Hazard Area (SFHA) and

Ordinance 21-19-LC

City of Destin

designated low-lying areas should be eliminated; and

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin that the following floodplain management regulations, and the following local administrative amendments to the *Florida Building Code*, are hereby adopted.

NOTE: *Language in this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the Land Development Code that have been skipped and remain unchanged.*

SECTION 3. Section 11.04.00 of the City Land Development Code is hereby amended as follows:

* * *

11.04.00. - Floodplain management.

* * *

11.04.05. *Administration—Site plans and construction documents.*

* * *

B. *Information in flood hazard areas without base flood elevations (~~approximate Zone A~~)*. Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
2. Obtain, review, and provide to applicants base flood elevation data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation data available from a federal or state agency or other source.
3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator do not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is not less than two (2) feet above the highest adjacent

Ordinance 21-19-LC

City of Destin

grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses prepared and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in 11.04.05.D of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- ~~2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~
3. 2. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 11.04.05.D of these regulations.
- ~~4.~~ 3. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

* * *

11.04.10. Definitions.

* * *

Coastal A Flood Zone. A portion of the Special Flood Hazard Area (SFHA) landward of the VE zone, as depicted on the City of Destin's designated Coastal A Zone Map, that is subject to higher regulatory flood design standards. In a Coastal A zone, the principal source of flooding will be from tides and storm surge, not riverine flooding.

* * *

11.04.11. Flood Resistant Development – Buildings and Structures.

- A. *Design and construction of buildings and structures exempt from the Florida Building Code.* Pursuant to Section 11.04.04.C of these regulations, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 11.04.17 of these regulations.
- B. *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322, or the applicable provisions of 11.04.00 Floodplain Management and ASCE 24, whichever is most restrictive.
 2. Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of 11.04.00 Floodplain Management and ASCE 24.
- C. *Critical facilities.* Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA). Construction of new critical facilities may be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated at or above the elevation required by the *Florida Building Code* or three or more feet above the level of the base flood elevation at the site, whichever is higher. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

D. Design and construction standards in special flood hazard areas and seaward of the Coastal Construction Control Line (CCCL). Where flood hazard areas are delineated on the FIRM and base flood elevation data has been provided, proposed development and redevelopment in an identified flood hazard area (Zone AE, VE, Coastal A) shall meet the following requirements, respectively:

1. AE Zones:

a. Elevation Requirements:

1. Buildings and structures in flood hazard areas including flood hazard areas designated as AE Zones, shall have the lowest floors elevated to or above the base flood elevation plus 1 foot, or the design flood elevation, whichever is higher.
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 1 foot, or not less than 4 feet if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 1 foot, or the design flood elevation, whichever is higher.

b. Enclosed areas below design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage, and shall in no circumstances be used for habitable space.
2. Be provided with flood openings that meet the following criteria:
 - i. The total net area of non-engineered openings shall be not less than 1 square inch (645 mm²) for each square foot (0.093 m²) of enclosed area where the enclosed area is measured on the exterior of the enclosure walls, or the openings shall be designed as engineered openings and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.7.2.2 of ASCE 24.
 - ii. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.
 - iii. The presence of louvers, blades, screens and faceplates or other covers and devices shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.

2. Coastal A and VE Zones:

a. Elevation Requirements

1. Buildings and structures located within a coastal high-hazard area and Coastal A Zone, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps,

columns, grade beams and bracing, is elevated to or above the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.

2. Basement floors that are below grade on all sides are prohibited.

3. The use of fill for structural support is prohibited.

b. Enclosed areas below design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage, and shall in no circumstances be used for habitable space.

i. If used for parking, areas may be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.

ii. If used for building access and storage, shall be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage; the applicant shall submit a declaration of land restriction (non- conversion agreement).

3. Nonstructural fill in identified Special Flood Hazard Areas:

a. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for drainage purposes around buildings.

b. Nonstructural fill with finished slopes that are steeper than one unit vertical to five-unit horizontal shall be permitted only if an analysis prepared by a certified design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.

c. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

d. Minor grading and the placement of minor quantities of nonstructural fill shall not raise the topography of the property to a level which is above the topography of adjacent properties unless an analysis prepared by a Florida certified design professional demonstrates no adverse impacts to adjacent properties.

* * *

11.04.17. Flood Resistant Development – Other Development.

* * *

~~H. Nonstructural fill in coastal high hazard areas (Zone V).~~ In coastal high hazard areas:

Ordinance 21-19-LC

City of Destin

- ~~1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.~~
- ~~2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.~~
- ~~3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.~~

* * *

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 7. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS _____ DAY OF
_____ 2021.

By: _____
Gary Jarvis, Mayor

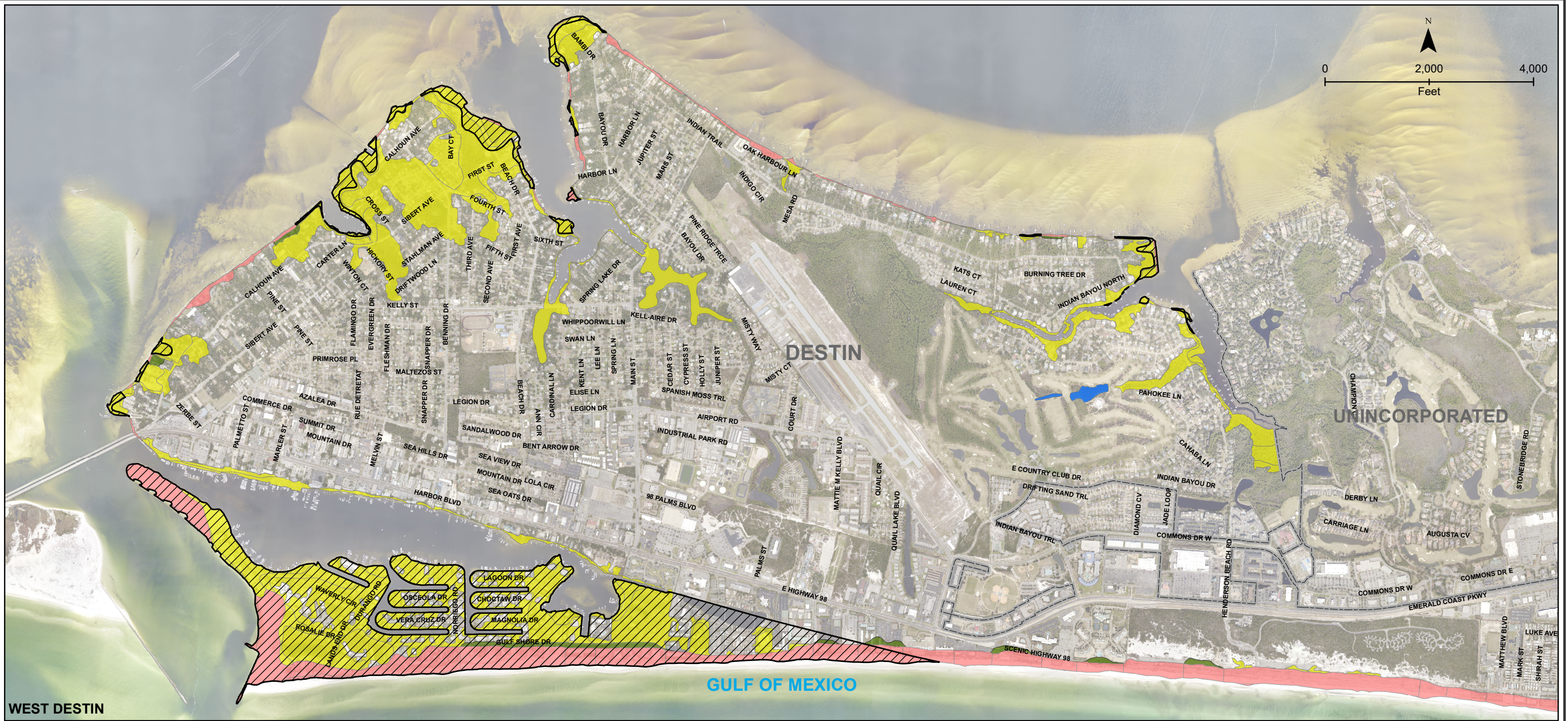
ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____



FIRMs and Designated Coastal A Zone



Flood Zones

- Zone A
- Zone AE
- Zone AO
- Zone VE

LEGEND

- City Limit Line
- Coastal A Zone

CURRENT FLOOD REGULATIONS	PROPOSED FLOOD REGULATIONS
VE ZONE	VE ZONE
2 FT FREE BOARD	2 FT FREE BOARD
HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER	HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER
ENCLOSE NO MORE THAN 200 SF BELOW BFE	ENCLOSE NO MORE THAN 200 SF BELOW BFE
STRUCTURAL FILL PROHIBITED	STRUCTURAL FILL PROHIBITED
AE ZONE	AE ZONE
2 FT FREE BOARD	*1 FT FREE BOARD
HEIGHT MEASURED FROM LOWEST FLOOR	HEIGHT MEASURED FROM LOWEST FLOOR
ENCLOSE NO MORE THAN 200 SF BELOW BFE	*UTILIZE ENGINEERED FLOOD VENTS FOR PARKING/STORAGE BELOW BFE
STRUCTURAL FILL ALLOWED	STRUCTURAL FILL ALLOWED
COASTAL A ZONE	COASTAL A ZONE
NOT DEFINED	2 FT FREE BOARD
	*HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER
	ENCLOSE NO MORE THAN 200 SF BELOW BFE
	*STRUCTURAL FILL PROHIBITED

*DENOTES CHANGE IN DESIGN STANDARD



FLOOD ORDINANCE

21-19-LC & 21-20-CC

COMMUNITY DEVELOPMENT DEPARTMENT
City Council Meeting – November 1, 2021

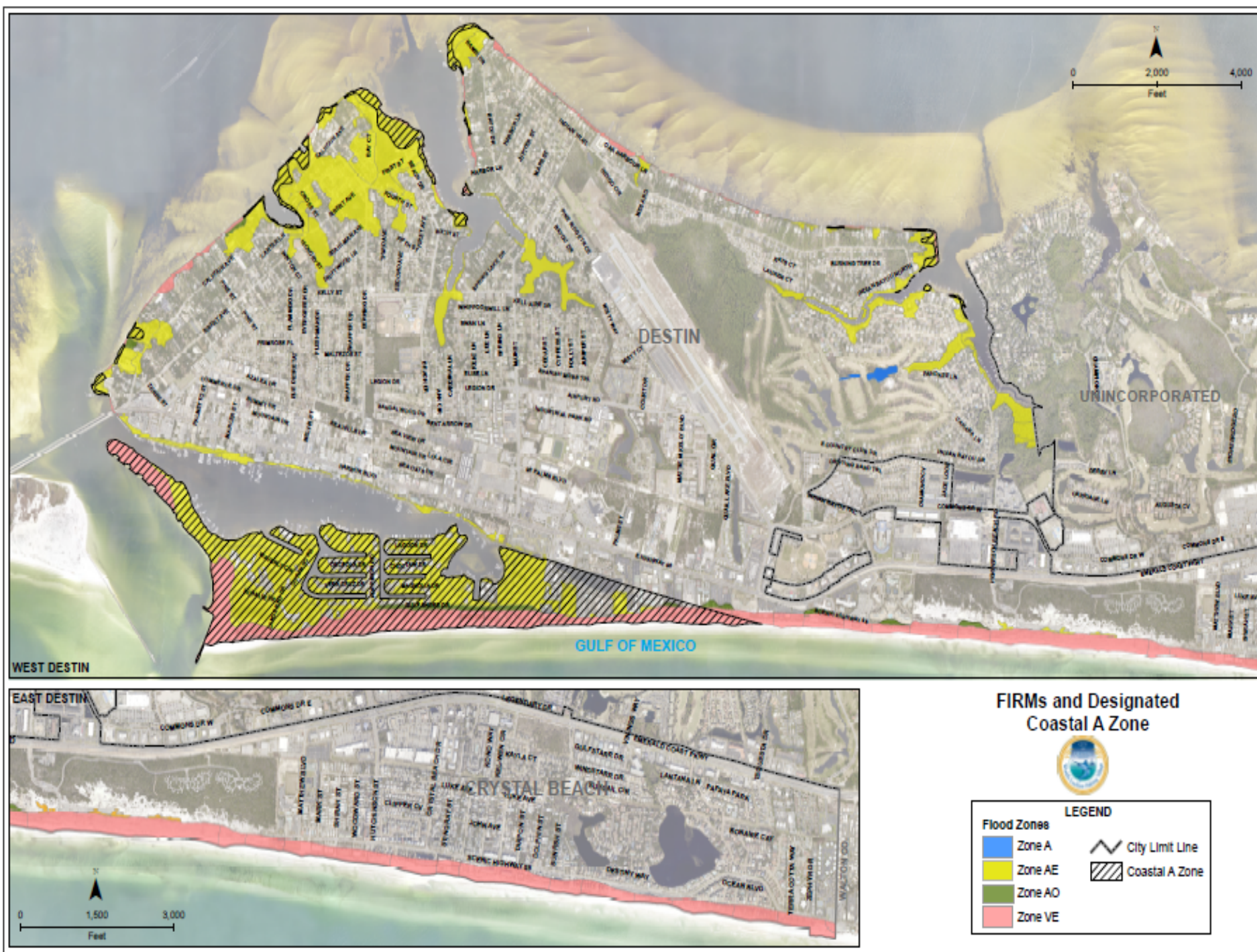
FLOOD ORDINANCE CROSSWALK



CURRENT FLOOD REGULATIONS	PROPOSED FLOOD REGULATIONS
VE ZONE 2 FT FREE BOARD HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER ENCLOSE NO MORE THAN 200 SF BELOW BFE STRUCTURAL FILL PROHIBITED	VE ZONE 2 FT FREE BOARD HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER ENCLOSE NO MORE THAN 200 SF BELOW BFE STRUCTURAL FILL PROHIBITED
AE ZONE 2 FT FREE BOARD HEIGHT MEASURED FROM LOWEST FLOOR ENCLOSE NO MORE THAN 200 SF BELOW BFE STRUCTURAL FILL ALLOWED	AE ZONE *1 FT FREE BOARD HEIGHT MEASURED FROM LOWEST FLOOR *UTILIZE ENGINEERED FLOOD VENTS FOR PARKING/STORAGE BELOW BFE STRUCTURAL FILL ALLOWED
COASTAL A ZONE NOT DEFINED	COASTAL A ZONE 2 FT FREE BOARD *HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER ENCLOSE NO MORE THAN 200 SF BELOW BFE *STRUCTURAL FILL PROHIBITED

*DENOTES CHANGE IN DESIGN STANDARD

FLOOD ZONES & COASTAL A



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

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

FROM: Noell Bell, Chief Building Official
Traci Goodhart, Planner/Stormwater Manager

DATE: October 20, 2021

SUBJECT: First reading of Ordinance 21-20-CC - Amending Chapter 6, Article II "Building Code" of the City Code of Ordinances relating to flood zone regulations

I. BACKGROUND: On April 19, 2021, City staff presented proposed changes to Flood Ordinance 18-05-LC and 18-07-CC to City Council. Council directed staff to bring the revisions to Local Planning Agency (LPA) for review & recommendation.

On September 23, 2021, City staff presented the following to the LPA:

- **Remove** Technical Amendments to the Florida Building Code from *Chapter 6 – Buildings and Building Regulations, Code of Ordinances*
- **Revise** Article 11 of the Land Development Code to include technical amendments from Chapter 6.
- **Designate** the Coastal A Zone per the City's Comprehensive Plan. These areas are subject to higher regulatory standards due to potential storm surge.
- **Modify** flood design standards in designated Non-Coastal A Zones to allow enclosed areas used for parking and storage below design base flood to utilize engineered flood vents per the Florida Building Code and FEMA guidelines.

II. DISCUSSION: Ordinance 21-20-CC removes the technical amendments to the Florida Building Code from *Chapter 6 – Buildings and Building Regulations, Code of Ordinances*. The revised technical amendments will be included in *Article 11 – Floodplain Management, Land Development Code* through proposed Ordinance 21-19-LC.

A. **Link to Strategic Goals / Objectives:** Quality development and revitalization through a clear vision and unified approach.

B. **Effect on Budget (EOB):** None

C. **Level of Service (LOS):** N/A

III. **CONCLUSION:** After holding a public hearing on the ordinance, the LPA recommended approval of Ordinance 21-20-CC by City Council.

IV. **RECOMMENDED MOTION:** I move that City Council approve Ordinance 21-20-CC.

Attachments:

1. 21-20-CC Ordinance Code Flood Reg
2. Flood Zone Map
3. Flood Ordinance Crosswalk

ORDINANCE NO. 21-20-CC

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 FISCAL IMPACT STATEMENT; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of these regulations is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, section 553.73, Florida Statutes, allows adoption of local administrative and technical amendments to the *Florida Building Code*; and

WHEREAS, section 553.73(5), Florida Statutes, allows adoption of local technical amendments to the *Florida Building Code* to implement the National Flood Insurance Program; and

WHEREAS, on April 19, 2021, the City Council directed staff to remove technical amendments to the *Florida Building Code from Chapter 6 – Buildings and Building Regulations*, from the City’s Code of Ordinances; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin that the following local administrative amendments and local technical amendments to the *Florida Building Code*, are hereby adopted.

NOTE: *Language in section 3 of this ordinance that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of the City*

Code of Ordinances that have been skipped and remain unchanged.

SECTION 3. Section 6-47 of the City Code is hereby amended as follows:

* * *

Sec. 6-47. –Administrative amendments to the Florida Building Code.

* * *

~~SECTION 2. The Florida Building Code is hereby amended by the following technical amendments:~~

~~Sec. 1612.2, Florida Building Code, Building~~

~~——— Modify the definition as follows:~~

~~**SUBSTANTIAL IMPROVEMENT.**—Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten (10) year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the ten (10) year period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

~~Sec. 1612.4, Florida Building Code, Building~~

~~**1612.4.2 Elevation requirements.** The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus two (2) feet, whichever is higher.~~

~~Sec. R322.2.1, Florida Building Code, Residential~~

~~R322.2.1 Elevation requirements.~~

- ~~1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one~~

~~(1) foot or the design flood elevation, whichever is higher.~~

~~2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 2 feet, or not less than 4 feet if a depth number is not specified.~~

~~3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.~~

Exception: ~~Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section 322.2.2.~~

Sec. R322.2.2, Florida Building Code, Residential

~~R322.2.2 Enclosed area below design flood elevation.~~ ~~Enclosed areas, including crawl spaces, that are below the design flood elevation shall:~~

- ~~1. Be used solely for parking of vehicles, building access or storage.~~
- ~~2. Be provided with flood openings that meet the following criteria and are installed in accordance with Section R322.2.2.1:~~
 - ~~2.1. The total net area of non-engineered openings shall be not less than 1 square inch (645 mm²) for each square foot (0.093 m²) of enclosed area where the enclosed area is measured on the exterior of the enclosure walls, or the openings shall be designed as engineered openings and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.7.2.2 of ASCE 24.~~
 - ~~2.2. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.~~
 - ~~2.3 The presence of louvers, blades, screens and faceplates or other covers and devices shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.~~
- ~~3. If used for parking, be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.~~
- ~~4. If perimeter wall (crawl space) taller than 4 feet, the applicant shall submit a declaration of land restriction (non-conversion agreement).~~
- ~~5. If used for building access and storage, be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage; the applicant shall submit a declaration of land restriction (non-conversion agreement).~~

* * *

Sec. R322.3.2, Florida Building Code, Residential

R322.3.2 Elevation requirements.

1. ~~Buildings and structures erected within coastal high hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.~~
2. ~~Basement floors that are below grade on all sides are prohibited.~~
3. ~~The use of fill for structural support is prohibited.~~
4. ~~Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.~~
5. ~~Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.~~

* * *

Sec. R322.3.5, Florida Building Code, Residential

R322.3.5 Enclosed areas below design flood elevation. ~~Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage, subject to the following limitations:~~

1. ~~If used for parking, areas may be enclosed with lattice, screening, or similar material that permits the unobstructed flow of floodwater.~~
2. ~~If used for building access and storage, shall comply with Section R322.3.4 and shall be not more than 200 square feet in area, of which no more than 70 square feet is designated for storage; the applicant shall submit a declaration of land restriction (nonconversion agreement).~~

Sec. 202, Florida Building Code, Existing Building

SUBSTANTIAL IMPROVEMENT. ~~Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a ten (10) year period, the cumulative cost of which equals or exceeds 50 percent of the market~~

~~value of the structure before the improvement or repair is started. For each building or structure, the ten (10) year year period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

* * *

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

SECTION 6. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

(Signature Page Follows)

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2021.

By: _____
Gary Jarvis, Mayor

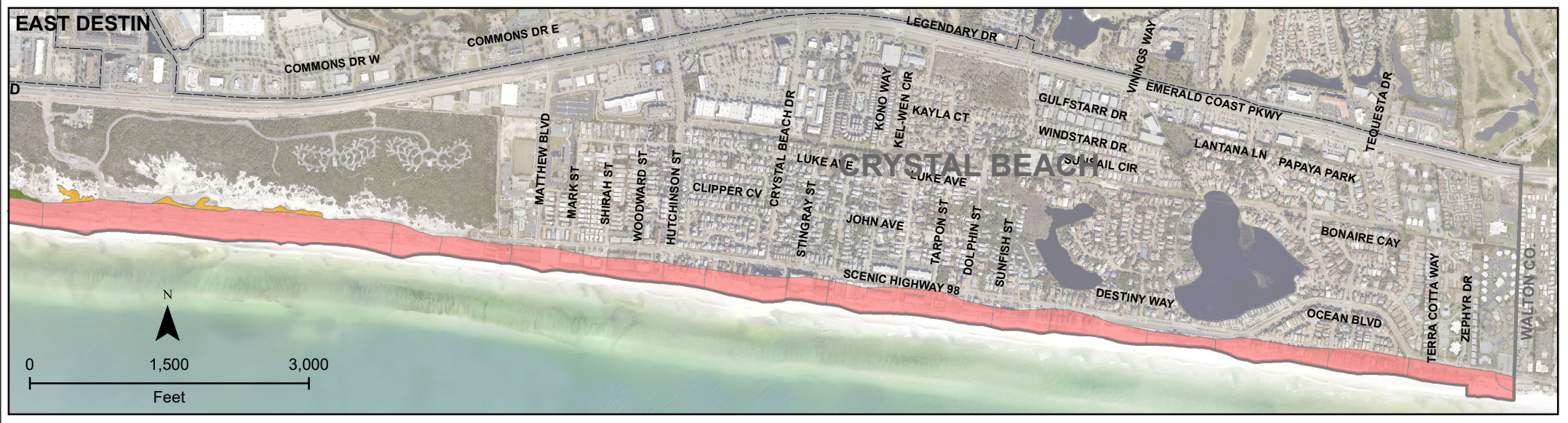
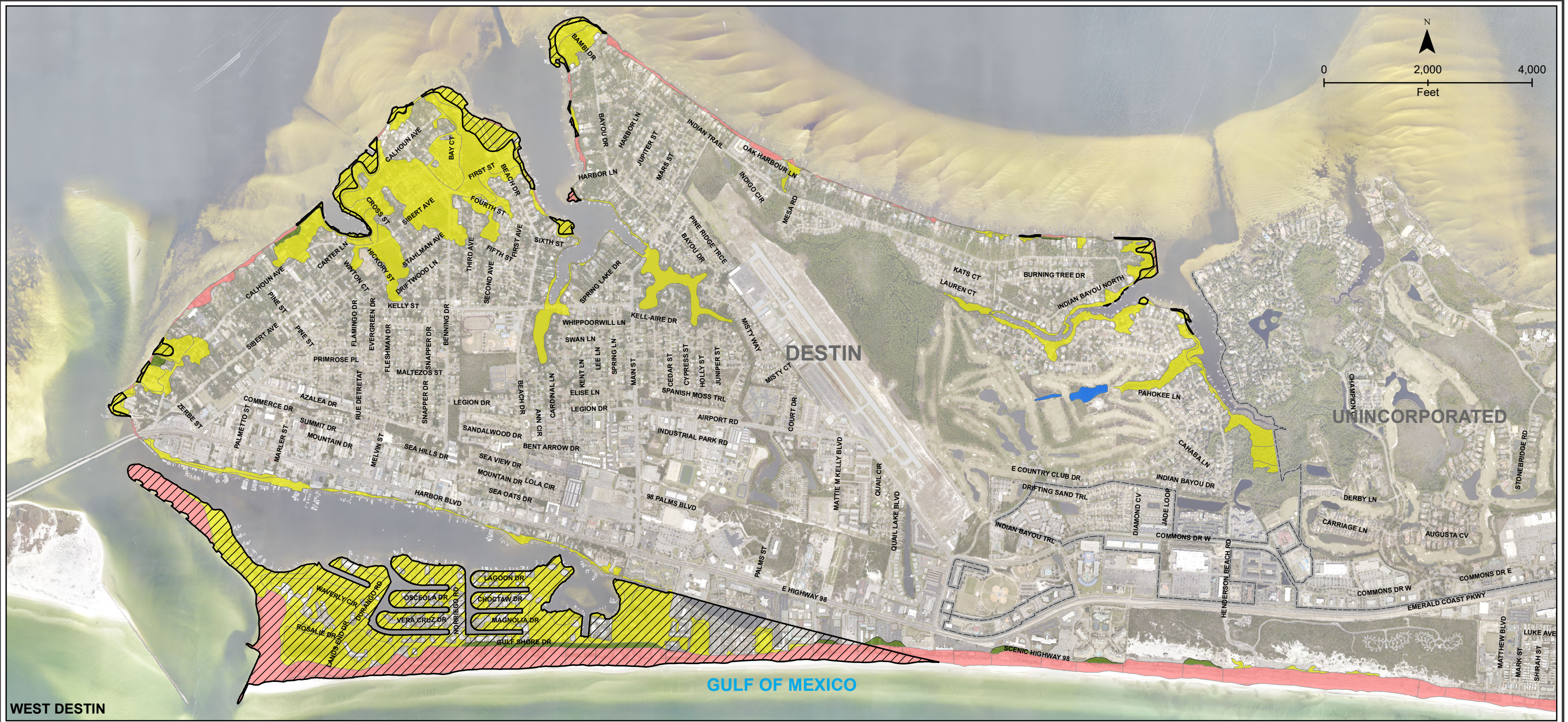
ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____



FIRMs and Designated Coastal A Zone



LEGEND

 Zone A	 City Limit Line
 Zone AE	 Coastal A Zone
 Zone AO	
 Zone VE	

CURRENT FLOOD REGULATIONS	PROPOSED FLOOD REGULATIONS
VE ZONE	VE ZONE
2 FT FREE BOARD	2 FT FREE BOARD
HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER	HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER
ENCLOSE NO MORE THAN 200 SF BELOW BFE	ENCLOSE NO MORE THAN 200 SF BELOW BFE
STRUCTURAL FILL PROHIBITED	STRUCTURAL FILL PROHIBITED
AE ZONE	AE ZONE
2 FT FREE BOARD	*1 FT FREE BOARD
HEIGHT MEASURED FROM LOWEST FLOOR	HEIGHT MEASURED FROM LOWEST FLOOR
ENCLOSE NO MORE THAN 200 SF BELOW BFE	*UTILIZE ENGINEERED FLOOD VENTS FOR PARKING/STORAGE BELOW BFE
STRUCTURAL FILL ALLOWED	STRUCTURAL FILL ALLOWED
COASTAL A ZONE	COASTAL A ZONE
NOT DEFINED	2 FT FREE BOARD
	*HEIGHT MEASURED FROM LOWEST HORIZONTAL MEMBER
	ENCLOSE NO MORE THAN 200 SF BELOW BFE
	*STRUCTURAL FILL PROHIBITED

*DENOTES CHANGE IN DESIGN STANDARD

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021

TYPE OF AGENDA ITEM: Public Hearing

AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Kimberly Kopp, Land Use Attorney
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director

DATE: October 26, 2021

SUBJECT: First reading of Ordinance 21-23-CN - Providing for a six-month extension of Ordinance 20-33-CN (Temporary Moratorium on Livery Vessel Permits); Directing staff to develop recommendations for regulation of livery vessels.

I. BACKGROUND: On February 21, 2017, the City Council passed an ordinance establishing a process for the permitting of livery vessels, as subsequently amended on March 20, 2017. At that time, the City Council heard concerns that (1) overcrowding in the Destin Harbor is disproportionately affected by the proliferation of livery vessels, which contribute to a high number of inexperienced and ineffective livery vessel operators, thereby increasing the danger to the public health, safety and welfare; and (2) the proliferation of livery vessel rentals contributes to the deterioration of water quality in and around Destin.

On April 15, 2019, the City Council passed Ordinance 19-08-CN and commenced a temporary moratorium on livery vessel permitting in order to study the impacts of livery vessel businesses on the City waterways, particularly, the Destin Harbor. Ordinance 19-08-CN was set to expire on November 1, 2019, but was subsequently extended by the City Council for the purpose of enabling studies of the Harbor waters.

On September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Capacity Study. Additionally, the City Council directed a 12-month extension of the existing moratorium on livery vessel permitting, providing for a new extension date of November 1, 2020. The Army Corps experienced unanticipated delays in performing the work for the City due to the COVID-19 pandemic. On November 16, 2020, the City Council passed Ordinance 20-33-CN, extending the temporary moratorium on livery vessel permits until November 1, 2021.

II. DISCUSSION: At this time, staff is recommending a six-month extension of the moratorium because it anticipates that it will receive at least some results of the ongoing Harbor Capacity Study from the Army Corps of Engineers by that time. Staff is further advising the City Council that in six months, the Council may need to consider an additional extension if additional information received from the Army Corps of Engineers is required. Staff anticipates that information obtained via the Harbor Capacity Study will flow in to the City throughout the next 6 to 12 months and is providing the six month extension recommendation to Council to allow the City Council to continue the moratorium for as short a time frame as possible as information comes in to the City.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of Ordinance 21-23-CN on first reading.

IV. RECOMMENDED MOTION: I move to approve Ordinance 21-23-CN on first reading and direct the City Clerk to advertise the ordinance for second reading on November 15, 2021.

Attachments:

1. Livery Vessel Moratorium

ORDINANCE 21-23-CN

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A SIX-MONTH EXTENSION OF ORDINANCE 20-33-CN (TEMPORARY MORATORIUM ON LIVERY VESSEL PERMITS); DIRECTING STAFF TO DEVELOP RECOMMENDATIONS FOR REGULATION OF LIVERY VESSELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXPIRATION OF MORATORIUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin City Council approved ordinance number 17-02-CC on Second Reading at its regular meeting on February 21, 2017, creating Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the City of Destin City Council adopted ordinance number 17-07-CC on Second Reading at its regular meeting on March 20, 2017, which amended Code of Ordinances Article VIII, Permitting of Livery Vessels; and

WHEREAS, the waterways adjacent to the landward municipal limits of the City of Destin, particularly Destin Harbor, are severely overcrowded resulting in a dangerous congestion of Vessels; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the above-described congestion by renting livery vessels to an abnormally high number of inexperienced and ineffective Livery Vessel operators, which severely increases the danger to the public's health, safety, and welfare; and

WHEREAS, Livery Vessel rental businesses significantly contribute to the deterioration of water quality in the waterways of the City of Destin and the waterways immediately adjacent to the City of Destin; and

WHEREAS, the City of Destin City Council has determined that the above-recited facts have resulted in significant danger to the health, safety, and welfare of the public; and

WHEREAS, the City Council has directed City staff to procure a qualified expert capable of performing a study and producing a report quantifying the uses, congestion, overcrowding, and resulting water quality of Destin Harbor and other waterways adjacent to the City of Destin; and

WHEREAS, on September 16, 2019, the City Council passed Resolution 19-21, authorizing an agreement with the Army Corps of Engineers for assistance with funding and contracting service for a Harbor Carrying Capacity Study and directing a 12 month

extension of Ordinance 19-08-CN (the existing temporary moratorium on livery vessel permits); and

WHEREAS, on November 16, 2020, the City Council passed Ordinance 20-33-CN, which extended the existing temporary moratorium on livery vessel permits until November 1, 2021; and

WHEREAS, the City Council anticipates that it will receive information derived from the Harbor Carrying Capacity Study within 6 to 12 months; and

WHEREAS, the City Council therefore desires to extend the existing moratorium by an additional six months, with the understanding that it will re-evaluate whether the moratorium requires an additional extension prior to expiration of the moratorium; and

WHEREAS, the City of Destin currently lacks adequate regulations to reduce, mitigate, or eliminate the adverse effects of a proliferation of Livery Vessels in the Destin Harbor and other waterways adjacent to the City of Destin.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN AS FOLLOWS:

NOTE: *Language in Sections 2 through 16 of this ordinance that is ~~struckthrough~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struckthrough~~ or underlined is not to be changed, and * * * represents sections of the Code of Ordinances that have been skipped and remain unchanged.*

SECTION 1. FINDINGS. The above stated findings are hereby adopted.

SECTION 2. PURPOSE. Despite the City of Destin's reasonable efforts to control the number of Livery Vessels in the waterways adjacent to the municipal limits of the City of Destin through a permitting structure described in ordinance number 17-07-CC, an inordinately high number of Livery Vessels originating from the City of Destin remain in these adjacent waterways and pose a heightened risk to the public's health, safety, and welfare when compared to vessels that are not Livery Vessels. Without further regulation preventing the increased proliferation of Livery Vessels, the risk to the public's health, safety, and welfare will continue to increase. The moratorium described herein is meant to ensure that the risk to the public's health, safety, and welfare is not further exacerbated by the increased proliferation of Livery Vessels.

SECTION 3. DEFINITIONS. For the purpose of this ordinance, "substantial hardship" means a demonstrable, direct, financial detriment in excess of \$10,000.00 suffered by a Vendor as a result of capital investments purchased in reliance on the terms of ordinance number 17-07-CC. All other terms used herein shall have the same meanings as described in 13-141, City of Destin Code of Ordinances.

SECTION 4. TEMPORARY MORATORIUM.

- (a) There is hereby enacted a Temporary Moratorium on the permitting and operation of all Livery Vessels originating from within the municipal limits of the City of Destin and adjacent waterways. A Vendor shall not be issued a Permit unless the Vendor provides proof that the number of Livery Vessels for which the Vendor seeks permit(s) is equal to or less than the number of permits that the City of Destin issued to the Vendor in the previous year ending December 31, 2018 except as provided herein.
- (b) The City of Destin shall not issue any Permit or any other document which would have the effect of permitting or otherwise authorizing the operation of any Livery Vessels in excess of the number authorized by Section 4(a), of this Ordinance, unless either (1) the Vendor demonstrates a Substantial Hardship, as the term is defined herein, or (2) an agreement between the City of Destin and the Vendor exists, that has been authorized by the City Council.

SECTION 5. DIRECTION TO STAFF. City staff is directed to evaluate and develop such recommendations, as staff may deem appropriate, for adoption of appropriate regulations that consider, among other things, aesthetics, socioeconomic impact, quality of life for the public, tourism, and community character issues including population concentration, availability of open space, habitat diversity, and the diversity and health of existing species within the waterways adjacent to the City of Destin.

SECTION 6. EXPIRATION OF MORATORIUM. Unless extended by amendment of this Ordinance, this Temporary Moratorium shall expire on May 16, 2022 ~~November 1, 2021~~.

SECTION 7. SEVERABILITY. If any section, phrase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

(Signatures Follow on Next Page)

ADOPTED THIS 15th DAY OF NOVEMBER, 2021.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the
foregoing has been reviewed and approved
by the City Land Use Attorney, for the
City of Destin, only.

Kimberly Romano Kopp
City Land Use Attorney

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 10/22/21

SUBJECT: Shore at Crystal Beach Expansion - Initial Design and Survey Services

I. BACKGROUND: In October of 2020, the City of Destin and Okaloosa County entered into an interlocal agreement for the expansion of the Shore of Crystal Beach Park. This agreement included a framework outlining the purchase of parcels as well as the design and construction of the future expansion of the park.

On July 6th 2021, City Council approved resolution 21-07 determining the necessity to acquire and authorizing the acquisition of the third parcel (2968 Scenic Hwy 98). The acquisition of the third parcel is in process.

II. DISCUSSION: The City of Destin and Okaloosa County are working in accordance to the interlocal agreement to expand and revitalize the existing Shore at Crystal Beach Park. Per the interlocal agreement, the City and County is utilizing the County's contracted engineering services (ATT1 Section 8B).

The City of Destin and Okaloosa County are jointly working on a preliminary plan to expand the park. Details are included in ATT2 (Task Order). Okaloosa County and Destin Staff are striving to balance parking availability for LSV (Low-Speed Vehicles) as well as full-size vehicles, while preserving the view corridor of the Shore of Crystal Beach.

Per the Council approved interlocal agreement, the City of Destin bears 41% and Okaloosa County 59% of costs associated with design and construction of the park expansion. City of Destin staff has been in constant coordination with the County throughout the initial phases

of this project.

A. Link to Strategic Goals / Objectives: 1.3 Beach Acquisition Initiative

B. Effect on Budget (EOB): This invoice is for work completed by September 30, 2021 and must be expensed against the FY 2021 budget. In FY 2021, we originally budgeted to expend \$2,346,000 of Okaloosa Half Penny proceeds that had been collected since January 2019. In May 2021, we borrowed \$2.8 million to help achieve the parcel acquisitions and to begin improvements. The City will pay it's portion of \$19,180.95, and will do a journal entry to record the \$27,602 towards the value of the capital project.

	12957231 Oka 1/2 Penny (41%)	30557237 TDC Grant (59%)	Total
FY2021 BUDGET			
561000/565000-CM001 land/capital project - Beach Access	2,346,000	6,254,000	8,600,000
FY21 Adopted Budget	2,346,000	6,254,000	8,600,000
Budget Amendment (May 2021)	2,799,808	-	2,799,808
Revised Budget	5,145,808	6,254,000	11,399,808
Previous Expenses/Encumbrances	(2,816,086)	(4,049,622)	(6,865,708)
Available Program Budget	2,329,722	2,204,378	4,534,100
This Agreement +(-)	(19,181)	(27,602)	(46,783)
FY21 Remaining Program Budget	2,310,541	2,176,776	4,487,317

C. Level of Service (LOS): Increased level of service

III. CONCLUSION: Baskerville Donovan performed initial surveys and is working on basic conceptual design as part of the joint beach initiative. Invoices are attached. Through the interlocal agreement, the City will pay 41% of the costs of design and construction of a future park.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to pay the Okaloosa County invoice in the amount of \$19,180.95.

Attachments:

1. ATT6-OK inv to Destin BDI Jul-Sep 2021
2. ATT5-BDI invoice 09-2021
3. ATT4-BDI invoice 08-2021
4. ATT3-BDI invoice 07-2021
5. ATT2-Baskerville Donovan task order
6. ATT1-Okaloosa County Interlocal Agreement 2020 Public Beach Acquisition Project
7. ATT7-Resolution 21-07 -- Authorizing Acquisition of Certain Property

**Board of County Commissioners**

Finance Division

101 E James Lee Blvd, Room 108

Crestview, Florida 32536

FEID# 59-6000765

INVOICE**TO:**

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Invoice Date:

October 12, 2021

Reference:

County Contract # C21-3007-BCC

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND THE CITY OF DESTIN FOR ACQUISITION, DEVELOPMENT, MAINTENANCE, AND OTHER MATTERS RELATED TO PHASE 1 OF THE PUBLIC BEACH ACQUISITION PROJECT

Services Performed:

Pursuant to Section 8.C.b., Pre-Construction Procurement Funding, the City shall be responsible for 41% of the costs of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction.

Date	Invoice	Description	City 41%	County 59%	Total
8/3/21	BDI inv 96095	Prof Svcs 7/1/21-7/31/21	4,228.69	6,085.20	10,313.89
9/3/21	BDI inv 96144	Prof Svcs 8/1/21-8/31/21	10,179.00	14,647.83	24,826.83
10/5/21	BDI inv 96205	Prof Svcs 9/1/21-9/30/21	4,773.25	6,868.83	11,642.08
	BDI invoices		19,180.95	27,601.85	46,782.80

Baskerville-Donovan, Inc. task order and invoices attached hereto.

Amount Due:**\$19,180.95**

Payment is due within 30 days.

Make check payable to: Okaloosa County Board of County Commissioners

Remit payment to: Finance Division, 101 E James Lee Blvd, Room 108, Crestview, Florida 32536

Invoice

October 5, 2021

Jason Autrey, P.E.
Public Works Director
Okaloosa County
1759 S. Ferdon Blvd.
Crestview, FL 32536Project No: 012105.01
Invoice No: 0096205Shore at Crystal Beach Park Expansion
Contract #C19-2748-PW
Task Order #05**Professional Services from September 1, 2021 to September 30, 2021**

Contract Phase	Contract Amount	Percent Complete	Amount Earned	Previous Billing	Current Billing
Boundary and Topographic Survey Services	13,526.00	100.00	13,526.00	13,526.00	0.00
Design Development	36,952.00	90.00	33,256.80	21,614.72	11,642.08
Construction Documents	116,092.00	0.00	0.00	0.00	0.00
Architectural / MEPS Services	55,660.00	0.00	0.00	0.00	0.00
Architectural Renderings	2,640.00	0.00	0.00	0.00	0.00
Geotechnical Services	6,450.00	0.00	0.00	0.00	0.00
Permitting Services	33,758.00	0.00	0.00	0.00	0.00
Bidding Services	7,422.00	0.00	0.00	0.00	0.00
Total Fee	272,500.00		46,782.80	35,140.72	11,642.08

Total this Invoice \$11,642.08

Thank you for allowing us to serve you. We appreciate your business.

Please remit payment to: 449 West Main Street, Pensacola, FL 32502
Phone: (850) 438-9661

PROJECT STATUS REPORT

Shore at Crystal Beach Park Expansion Professional Engineering Consulting Services Okaloosa County, Florida

Report No.: 03

BDI Project No.: 12105.01

Date: October 11, 2021

To: Jason Autrey, Public Work Director (Okaloosa County)

From: Jeffrey Petermann, P.E., Regional Project Manager (BDI PCB Office)

Tasks Accomplished During Progress Period

- BDI met with County/City to review all four proposed conceptual layouts
 - Meeting was held on Oct 7, 2021 at 10:30am (CST) in the County Office Building (Shalimar, FL)
- A fifth layout redline was generated from the meeting to include:
 - Increased LSV parking; mirrored to the 16 spaces shown on Concept Layout 04
 - Shift LSV road access slightly west to align with main parking lot access and allow for 5 foot wide west landscape buffer and adequate emergency access drive width
 - Proposed storage shed to now be shown as “Little Adventures”
 - East landscape buffer shift back west to create 14 foot wide total buffer; shift center island parking back west as needed to accommodate
 - Create parallel loading zone parks between existing pavilion and proposed restrooms
 - New restrooms to include:
 - Men – (1) HC commode stall, (1) regular commode stall, two urinals
 - Women – (1) HC commode stalls, (3) regular commode stalls
 - New restroom area to be determined based upon proposed capacity shown above
 - Reduce parking spaces as needed to accommodate new restroom building

Tasks Planned for Coming Period

- Finalize fifth layout per meeting comments
- Receive County approval to move forward with actual design
- Initiate geotech site investigations
- Initiate architech design

Scope Changes / Value Added

- None

Budget Status

- Project is currently on budget

Invoice Status

- Invoice #0096205 dated October 5, 2021 for \$11,642.08 was sent for review and remittance

Schedule / Deliverable Status

- Project is currently on schedule

Invoice

September 3, 2021

Project No: 012105.01

Invoice No: 0096144

Jason Autrey, P.E.
Public Works Director
Okaloosa County
1759 S. Ferdon Blvd.
Crestview, FL 32536

Shore at Crystal Beach Park Expansion
Contract #C19-2748-PW
Task Order #05

Professional Services from August 1, 2021 to August 31, 2021

Contract Phase	Contract Amount	Percent Complete	Amount Earned	Previous Billing	Current Billing
Boundary and Topographic Survey Services	13,526.00	100.00	13,526.00	0.00	13,526.00
Design Development	36,952.00	58.00	21,614.72	10,313.89	11,300.83
Construction Documents	116,092.00	0.00	0.00	0.00	0.00
Architectural / MEPS Services	55,660.00	0.00	0.00	0.00	0.00
Architectural Renderings	2,640.00	0.00	0.00	0.00	0.00
Geotechnical Services	6,450.00	0.00	0.00	0.00	0.00
Permitting Services	33,758.00	0.00	0.00	0.00	0.00
Bidding Services	7,422.00	0.00	0.00	0.00	0.00
Total Fee	272,500.00		35,140.72	10,313.89	24,826.83

Total this Invoice \$24,826.83

Thank you for allowing us to serve you. We appreciate your business.

Please remit payment to: 449 West Main Street, Pensacola, FL 32502
Phone: (850) 438-9661

PROJECT STATUS REPORT

Shore at Crystal Beach Park Expansion
Professional Engineering Consulting Services
Okaloosa County, Florida

Report No.: 02

BDI Project No.: 12105.01

Date: Sept 08, 2021

To: Jason Autrey, Public Work Director (Okaloosa County)

From: Jeffrey Petermann, P.E., Regional Project Manager (BDI PCB Office)

Tasks Accomplished During Progress Period

- Two conceptual layouts provided to County which proposed various parking configurations and two new pavilions along the east and west site boundaries;
- A third concept layout was requested by the County to utilize the existing pavilion;
- Third concept layout submitted to County for review;
- County acknowledged the third layout was the best of the three submitted;
- County stated the layout would be routed for internal review and a follow up meeting between County/City of Destin and BDI would be scheduled soon;
- Meeting date has not yet been established by County;
- Topo and boundary survey complete;
- Survey drawing used to generate initial draft plan set for future design.

Tasks Planned for Coming Period

- Meet with County and City of Destin to review concept layout;
- Receive County/City approval to move forward on design of concept layout;
- Initiate geotech site investigation;
- Initiate architect design;
- Work to generate 30% design set for County review.

Scope Changes / Value Added

- None

Budget Status

- Project is currently on budget

Invoice Status

- Invoice #0096144 dated September 3, 2021 for \$24,826.83 was sent for review and remittance

Schedule / Deliverable Status

- Project is currently on schedule

Invoice

August 3, 2021

Jason Autrey, P.E.
Public Works Director
Okaloosa County
1759 S. Ferdon Blvd.
Crestview, FL 32536

Project No: 012105.01
Invoice No: 0096095

Shore at Crystal Beach Park Expansion
Contract #C19-2748-PW
Task Order #05

Professional Services from July 1, 2021 to July 31, 2021

Contract Phase	Contract Amount	Percent Complete	Amount Earned	Previous Billing	Current Billing
Boundary and Topographic Survey Services	13,526.00	0.00	0.00	0.00	0.00
Design Development	36,952.00	28.00	10,313.89	0.00	10,313.89
Construction Documents	116,092.00	0.00	0.00	0.00	0.00
Architectural / MEPS Services	55,660.00	0.00	0.00	0.00	0.00
Architectural Renderings	2,640.00	0.00	0.00	0.00	0.00
Geotechnical Services	6,450.00	0.00	0.00	0.00	0.00
Permitting Services	33,758.00	0.00	0.00	0.00	0.00
Bidding Services	7,422.00	0.00	0.00	0.00	0.00
Total Fee	272,500.00		10,313.89	0.00	10,313.89

Total this Invoice \$10,313.89

Thank you for allowing us to serve you. We appreciate your business.

Please remit payment to: 449 West Main Street, Pensacola, FL 32502
Phone: (850) 438-9661

PROJECT STATUS REPORT

Shore at Crystal Beach Park Expansion
Professional Engineering Consulting Services
Okaloosa County, Florida

Report No.: 01

BDI Project No.: 12105.01

Date: Aug 05, 2021

To: Jason Autrey, Public Work Director (Okaloosa County)

From: Jeffrey Petermann, P.E., Regional Project Manager (BDI PCB Office)

Tasks Accomplished During Progress Period

- Kick-off meeting held at City of Destin City Hall (July 28th, 2021 at 1:00PM CST)
- Meeting minutes generated and disseminated to County/City staff and BDI project team
- Conceptual layouts per kick-off meeting dialogue generated for County review

Tasks Planned for Coming Period

- Meet with County/City to discuss concept layouts;
- Begin topographic and boundary survey;
- Work with County/City to determine best suited concept layout and begin site design;
- Begin coordination with regulatory agencies to seek permitting approvals;
- Coordinate with architect to begin structures concept and design for County review;
- Coordinate with geotech sub to schedule on-site soils testing.

Scope Changes / Value Added

- None

Budget Status

- Project is currently on budget

Invoice Status

- Revised Invoice #0096095 dated August 3, 2021 for \$10,313.89 was sent for review and remittance

Schedule / Deliverable Status

- Project is currently on schedule

TASK ORDER APPROVAL FORM

CONTRACT #: C19-2748-PW

TASK ORDER #: 05

TASK ORDER AMOUNT: \$ 272,500

OFFERED BY CONSULTANT:

Baskerville-Donovan, Inc.

FIRM'S NAME

T. Keith Hill, P.E.

REPRESENTATIVE'S PRINTED NAME

T. Keith Hill

SIGNATURE

President & COO

TITLE

6.21.2021

DATE

CONTRACT#: C19-2748-PW
BASKERVILLE-DONOVAN, INC.
GENERAL ENG SERVICES FOR PW
EXPIRES: 09/30/2021 W/1 2 YR RENEWAL

Note: contract extended through
9/2023 via Board action 9/7/21

RECOMMENDED FOR APPROVAL (Department Director)

Jason T. Autrey,
P.E., C.P.M.

Digitally signed by Jason T.
Autrey, P.E., C.P.M.
Date: 2021.06.23 20:31:24 -05'00'

SIGNATURE

Public Works Director

TITLE

06.23.2021

DATE

John Hofstad

Digitally signed by John Hofstad
Date: 2021.06.24 14:38:31
-05'00'

COUNTY ADMINISTRATOR (if applicable)

06.24.2021

DATE

APPROVED BY OKALOOSA COUNTY (Per Purchasing Manual)

- \$25,000 or less approved by Purchasing Manager
- \$25,001 to \$50,000 approved by OMB Director
- Between \$50,001 and \$100,000 approved by Purchasing Director and County Administrator
- In excess of \$100,000 approved by the Board.

Jeffrey A Hyde Digitally signed by Jeffrey A Hyde
Date: 2021.06.24 08:42:55 -05'00'

PURCHASING MANAGER

DATE

Faye Douglas Digitally signed by Faye Douglas
Date: 2021.06.24 09:07:31 -05'00'

OMB Director/DATE

06.24.2021

DATE

CHAIRMAN (if applicable)

DATE

JUL 06 2021





PROFESSIONAL SERVICES PROPOSAL

SHORES AT CRYSTAL BEACH PARK EXPANSION
Okaloosa County, Florida

June 21, 2021

SUMMARY AND PURPOSE

Okaloosa County recently entered into a cooperative partnership with the City of Destin, the Tourist Development Council (TDC) and Trust for Public Land to expand and revitalize the existing Shores at Crystal Beach Park south of Scenic Highway 98 at Hutchinson Street. Acquiring Public Beach is the Destin City Council's Top Priority in the City's Adopted 2020 Strategic Plan. The Destin City Council has pledged \$9,000,000 to this initiative and the Okaloosa Board of County Commissioners/TDC has pledged \$13,000,000 to beach acquisition.

The existing park includes a paved parking area, a covered pavilion with restrooms, wooden boardwalk access and a sand rinse area near Scenic Highway 98. The newly renovated and expanded park is to be dubbed "The Gateway to Crystal Beach" and will encompass four total parcels including the existing Shores at Crystal Beach Park and increase current park width from 67 linear feet to 251 linear feet of Gulf front public access.

The County has requested that Baskerville-Donovan, Inc. (BDI) generate a proposal to include Boundary and Topographical Site Survey, Geotechnical Soil Testing, Conceptual Site Planning, Engineering Design and Regulatory Permitting Services necessary to develop and construct the proposed park expansion.

BDI understands the new Gateway Park perimeter will include the existing park property and three additional and adjacent Gulf-front parcels; one immediately to the west of the existing park (named Crystal Port parcel) and the other two immediately to the east of the existing park (named Expansion 1 parcel and Expansion 2 parcel, respectively). While the conceptual layout and engineering design of the new park will consider all four parcels as one unified development, the County has informed BDI that construction will be completed in two separate phases – Phase 1 will include Crystal Port and the Existing Park Renovations and Phase 2 will include Expansion 1 & 2 parcels to the east.

The combined parcel park expansion will offer an additional covered pavilion to complement the existing pavilion structure. It is our understanding that the new pavilion will mirror the existing pavilion and include new restroom facilities and shaded areas for activities. The wooden boardwalk currently adjacent to the existing pavilion will be upgraded to meet ADA requirements, if necessary. Additional wooden boardwalk features will be incorporated into the new pavilion design to offer additional beach access from the new parking area and be fully compliant with ADA requirements.

The new asphaltic parking area will span all four parcels and meet development requirements outlined within the City of Destin LDRs. Low Speed Vehicle (LSV or golf cart) parking spaces will be considered and strategically placed to maximize parking uses by vehicle type within the expanded parking area. BDI will use the boundary survey and existing utility information to determine the most strategic locations for new park vehicular access and outline these points of connection in the conceptual layout submittal for County approval.



Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Destin Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate. The Northwest Florida Water Management District (WMD) will govern all stormwater-related design criteria.

WORK SCOPE ELEMENTS

Task 1 – Boundary/Topographic Survey

A boundary survey will be performed by obtaining the outer property lines of all four parcels. The existing park and Crystal Port are currently owned by Okaloosa County and/or the City of Destin and therefore pose no issue with property entry by the survey crew. The Expansion parcels to the east are either currently being acquired by these governing entities or will be in the near future. To effectively identify limits of conceptual design, the survey team will obtain all boundary data for the Phase 1 parcels and only property corners of the eastern expansion parcels for Phase 2. The proposed scope of work will account for any remaining boundary survey tasks required to finalize the Phase 2 parcels post-acquisition and post-site clearing.

A topographic survey of all four parcels will be obtained in a similar manner. Phase 1 topography will be obtained first with Phase 2 topography being surveyed post-acquisition and post-site demolition. The topographic survey will identify the location of existing improvements, drainage features and identified utilities. Surveyors will establish State Plane Control, the Coastal Construction Control Line (CCCL) and vertical control using established vicinity benchmarks. Both surveys will also include areas of Scenic Highway 98 and the Hutchison Street intersection (as needed for roadway connection design).

Tasks 2.1 / 2.2 – Geotechnical Investigation

Geotechnical Investigation services will be necessary to examine soil conditions within boundaries of the proposed parking lot area and new Stormwater Management Facilities (SMFs) to provide recommendations for pavement section and drainage design criteria. Task 2.1 will include all geotechnical site work for Phase 1 and Task 2.2 will include the same for Phase 2 (once the eastern parcels have been acquired and cleared). Scheduling for these two independent tasks is addressed later within this document and the proposed geotechnical fee covers both phased tasks.

Soil investigations will include the drilling of two (2) 35 foot deep Standard Penetration Test (SPT) borings in the proposed pavilion area and two (2) auger borings to the existing groundwater table within the proposed pond boundary to evaluate present the subsurface conditions. Encountered subsurface conditions realized during the SPTs will be used to establish aquifer characteristics for pond analysis. It is assumed that the SPT locations for the Phase 2 pavilion will be readily accessible via truck mounted drill rig once the residential structures currently located on Expansion Parcels 1 & 2 are cleared.

Laboratory soil testing will be required to determine soil classification, evaluate and document general material properties (e.g. moisture sensitivity, compatibility, permeability, etc.). Several natural water content, grainsize tests, and up to two (2) falling head permeability tests will be performed. Additional laboratory testing (if necessary, based on the subsurface conditions encountered) will not be performed without prior County authorization.



Task 3 – Overall Concept Park Layout

An initial Conceptual Park Layout will be prepared for County review and will include both construction phases to illustrate the overall park plan and design concept spanning all four parcels. It is understood that Phase 1 construction will commence ahead of Phase 2 and therefore design will address any/all aspects of this chronological build component. The Conceptual Park Layout will provide clarity of how each phase will operate independently during construction and also showcase a proposed layout for both phases combined into the final park expansion product.

The conceptual plans will be comprehensive civil and architectural illustration of the proposed park layout and its related improvements. It will illustrate parking lot limits with required space counts as per Destin LDRs, define landscape buffers, show proposed boardwalk locations, the new pavilion proximity and access connections to Scenic Highway 98 and stormwater management areas.

The conceptual layout plan will be considered a 10% illustrative effort to serve as the basis for initial County comment and provide a starting point for actual site design and architectural specifics relative to the new pavilion. Comments provided by the County to the concept layout will drive the project forward.

Task 3 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - Overall Park Expansion Conceptual Layout in PDF format
 - Architectural Rendering of Conceptual Layout (optional)
 - Team Meeting with County to Discuss Layout and Design Specifics

Task 4 – 30% Construction Plans

30% Construction Plans will be prepared for County review based upon County comments to the Task 3 layout. The plans will be completed to a level of detail necessary for the County to fully understand design intent for the finalized site layout.

The plans will define horizontal control for all proposed park improvements, identify asphalt pavement design for the parking area and illustrate typical pavement sections, identify proposed roadway access connection points to Scenic Highway 98 and begin to address design elements of the new pavilion structure. Design criteria such as pertinent layout information from Destin LDRs, one architectural rendering (if requested) and expected drainage requirements will also be addressed.

Pre-application meetings will be held with regulatory agencies to review the 30% plan set and discuss expected permitting requirements.

Architectural Plans will be prepared for the 30% submittal including structural, mechanical, electrical and plumbing design disciplines. The work will be performed in accordance with the Florida Building Code, latest edition. The design plans for the existing pavilion will be utilized as the basis for design with incorporation of updated codes and requirements.

Task 4 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 30% Construction Plans in PDF format

Task 5 – 60% Construction Plans

The 30% construction plans will advance to a 60% design phase for County review. The 60% construction plans will include an overall site layout, general notes, demo and erosion control, finalized horizontal control, grading and drainage, drainage details (including pond and swale sections), pavement sections and details, intersection details, boardwalk plans and details, pavilion architectural/MEPS plans, identified utility locations and traffic control plans. Drainage calculations will also be provided for County review.

The 60% plan set will include general or specific conditions addressed as part of 30% pre-application discussions with regulatory agencies.

Task 5 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 60% design plans in PDF format
 - Distribution of 60% plans to all identified Utility Owners for comment

Task 6 - 90% Construction Documents

Construction documents will be completed to the 90% stage. Comments from the 60% submittal to the County will be incorporated into the plan set along with any comments from utility owners. Construction details and technical specifications will be finalized for permit submittals.

Task 6 Deliverables:

- One (1) CD, USB drive or email containing the following:
 - 90% design plans in PDF format
 - Distribution of 90% plans to utility providers

Task 7 - Permitting

Permitting activities will include site and building plan reviews through the City of Destin, stormwater permitting through the Northwest Florida Water Management District, construction activities seaward of the Coastal Construction Control Line (CCCL) through Florida Division of Water Resource Management and utility permitting through Destin Water Users.

Task 7 Deliverables:

- Completed City of Destin Development Order application and supporting documents
- Completed Environmental Resource Permit (ERP) application and supporting documents
- Completed Destin Water Users application with supporting documents
- Completed Division of Water Resource Management and supporting documents

Task 8 - Final Construction Documents

Construction documents will be completed to the 100% stage. Comments from the County, City of Destin and other regulatory agencies will be incorporated into the plans in accordance with the specified permit requirements. Construction plans and technical specifications will be finalized for bidding activities.

Task 8 Deliverables:

- One (1) bound signed and sealed set of 100% Final Design Plans in 11"x 17" format
- One (1) bound signed and sealed Project Manual in 8.5"x11" format
- One (1) CD, USB drive or email containing the following:
 - Digitally signed and sealed 100% Final Design Plans in PDF format
 - Digitally signed and sealed Project Manual in PDF format
 - Architectural Rendering of Final Design (optional)

Task 9 - Bidding Services

Bidding services will include front end document preparation assistance for the design, responses to bidder requests for information, attendance at a pre-solicitation meeting, bid opening attendance, bid tabulations and recommendations of award.

Submittal Schedule

Task 1 - Boundary and Topographic Surveys	30 Days from NTP
Task 2.1 - Geotechnical Investigation (Phase 1)	30 Days from NTP
Task 2.2 - Geotechnical Investigation (Phase 2)	30 Days from Clearing of Expansion Parcels 1 & 2
Task 3 - Overall Concept Layout and Rendering	30 Days from Completion of Task 1
Task 4 - 30% Construction/Architectural Plans	60 Days from County Approval of Task 3
Task 5 - 60% Construction Plans	45 Days from County Approval of Task 4
Task 6 - 90% Construction Plans	30 Days from County Approval of Task 6
Task 7 - Permitting	90 Days from Task 7 (estimated approval duration)
Task 8 - Final Construction Docs	30 Days from Issued Permits
Task 9 - Bidding Services	15 Days from Task 9

Note: A proposal for Construction Engineering and Inspection (CEI) Services is not provided as part of this proposal, but can be provided upon request from the County.

The following fee schedule is based on anticipated hours to complete each task and the contract shall not exceed the identified totals without prior written authorization from Okaloosa County.

Anticipated Fee Schedule:

Boundary and Topographic Survey Services	\$ 13,526.00
Design Development (including Conceptual Layout for County Review)	\$ 36,952.00
Construction Docs (30%, 60%, 90% & 100%)	\$ 116,092.00
Architectural / MEPS Services	\$ 55,660.00
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Geotechnical Services	\$ 6,450.00
Permitting Services	\$ 33,758.00
Bidding Services	\$ 7,422.00
Total Service Fee	\$ 272,500.00

Note: Refer to detailed hourly breakdown spreadsheet included with this task order submittal.

Excluded Items:

- Permitting Fees
- PD&E Studies
- Phase 1 and 2 Environmental Assessments
- Cultural Resource Assessment Report (CRAS)
- Lighting Studies
- Site Lighting Design
- CEI Services
- Public Meetings (hourly service fees apply as requested by County)

Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
OKALOOSA COUNTY

T. Keith Hill, P.E. – President/COO

Jason Autrey – County Public Works Director

Date: _____

Date: _____

L:\121 Okaloosa County\Shores at Crystal Beach Park Expansion

PROFESSIONAL SERVICES PROPOSAL**SHORES AT CRYSTAL BEACH PARK EXPANSION**
Okaloosa County, Florida**June 21, 2021****SUMMARY AND PURPOSE**

Okaloosa County recently entered into a cooperative partnership with the City of Destin, the Tourist Development Council (TDC) and Trust for Public Land to expand and revitalize the existing Shores at Crystal Beach Park south of Scenic Highway 98 at Hutchinson Street. Acquiring Public Beach is the Destin City Council's Top Priority in the City's Adopted 2020 Strategic Plan. The Destin City Council has pledged \$9,000,000 to this initiative and the Okaloosa Board of County Commissioners/TDC has pledged \$13,000,000 to beach acquisition.

The existing park includes a paved parking area, a covered pavilion with restrooms, wooden boardwalk access and a sand rinse area near Scenic Highway 98. The newly renovated and expanded park is to be dubbed "The Gateway to Crystal Beach" and will encompass four total parcels including the existing Shores at Crystal Beach Park and increase current park width from 67 linear feet to 251 linear feet of Gulf front public access.

The County has requested that Baskerville-Donovan, Inc. (BDI) generate a proposal to include Boundary and Topographical Site Survey, Geotechnical Soil Testing, Conceptual Site Planning, Engineering Design and Regulatory Permitting Services necessary to develop and construct the proposed park expansion.

BDI understands the new Gateway Park perimeter will include the existing park property and three additional and adjacent Gulf-front parcels; one immediately to the west of the existing park (named Crystal Port parcel) and the other two immediately to the east of the existing park (named Expansion 1 parcel and Expansion 2 parcel, respectively). While the conceptual layout and engineering design of the new park will consider all four parcels as one unified development, the County has informed BDI that construction will be completed in two separate phases – Phase 1 will include Crystal Port and the Existing Park Renovations and Phase 2 will include Expansion 1 & 2 parcels to the east.

The combined parcel park expansion will offer an additional covered pavilion to complement the existing pavilion structure. It is our understanding that the new pavilion will mirror the existing pavilion and include new restroom facilities and shaded areas for activities. The wooden boardwalk currently adjacent to the existing pavilion will be upgraded to meet ADA requirements, if necessary. Additional wooden boardwalk features will be incorporated into the new pavilion design to offer additional beach access from the new parking area and be fully compliant with ADA requirements.

The new asphaltic parking area will span all four parcels and meet development requirements outlined within the City of Destin LDRs. Low Speed Vehicle (LSV or golf cart) parking spaces will be considered and strategically placed to maximize parking uses by vehicle type within the expanded parking area. BDI will use the boundary survey and existing utility information to determine the most strategic locations for new park vehicular access and outline these points of connection in the conceptual layout submittal for County approval.

Florida Design Standards (Florida "Green Book"), the FDOT Design Standards Manual and City of Destin Land Development Regulations (LDRs) will be utilized as the basis of all design, where appropriate. The Northwest Florida Water Management District (WMD) will govern all stormwater-related design criteria.

WORK SCOPE ELEMENTS

Task 1 – Boundary/Topographic Survey

A boundary survey will be performed by obtaining the outer property lines of all four parcels. The existing park and Crystal Port are currently owned by Okaloosa County and/or the City of Destin and therefore pose no issue with property entry by the survey crew. The Expansion parcels to the east are either currently being acquired by these governing entities or will be in the near future. To effectively identify limits of conceptual design, the survey team will obtain all boundary data for the Phase 1 parcels and only property corners of the eastern expansion parcels for Phase 2. The proposed scope of work will account for any remaining boundary survey tasks required to finalize the Phase 2 parcels post-acquisition and post-site clearing.

A topographic survey of all four parcels will be obtained in a similar manner. Phase 1 topography will be obtained first with Phase 2 topography being surveyed post-acquisition and post-site demolition. The topographic survey will identify the location of existing improvements, drainage features and identified utilities. Surveyors will establish State Plane Control, the Coastal Construction Control Line (CCCL) and vertical control using established vicinity benchmarks. Both surveys will also include areas of Scenic Highway 98 and the Hutchison Street intersection (as needed for roadway connection design).

Tasks 2.1 / 2.2 – Geotechnical Investigation

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Soil investigations will include the drilling of two (2) 35 foot deep Standard Penetration Test (SPT) borings in the proposed pavilion area and two (2) auger borings to the existing groundwater table within the proposed pond boundary to evaluate present the subsurface conditions. Encountered subsurface conditions realized during the SPTs will be used to establish aquifer characteristics for pond analysis. It is assumed that the SPT locations for the Phase 2 pavilion will be readily accessible via truck mounted drill rig once the residential structures currently located on Expansion Parcels 1 & 2 are cleared.

Laboratory soil testing will be required to determine soil classification, evaluate and document general material properties (e.g. moisture sensitivity, compatibility, permeability, etc.). Several natural water content, grainsize tests, and up to two (2) falling head permeability tests will be performed. Additional laboratory testing (if necessary, based on the subsurface conditions encountered) will not be performed without prior County authorization.



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*Note: A proposal for **Construction Engineering and Inspection (CEI) Services** is not provided as part of this proposal, but can be provided upon request from the County.*

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- Lighting Studies
- Site Lighting Design
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- Public Meetings (hourly service fees apply as requested by County)

Submitted By:
BASKERVILLE-DONOVAN, INC.

Accepted By:
OKALOOSA COUNTY

T. Keith Hill, P.E. – President/COO

Jason Autrey – County Public Works Director

Date: _____

Date: _____

L:\121 Okaloosa County\Shores at Crystal Beach Park Expansion

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA
COUNTY AND THE CITY OF DESTIN FOR ACQUISITION,
DEVELOPMENT, MAINTENANCE, AND OTHER
MATTERS RELATED TO PHASE 1 OF THE PUBLIC
BEACH ACQUISITION PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF DESTIN**, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, the Board of County Commissioners and the City Council agree that the acquisition, improvement, and maintenance of public beach is a preeminent goal, the furtherance of which ensures the continued economic viability of the County as a whole and benefits the general public; and

WHEREAS, in furtherance of this preeminent goal, the County and the City are working together to acquire additional public beach within the City's municipal limits (the "Public Beach Acquisition Project"); and

WHEREAS, the Parties anticipate that implementation of the Public Beach Acquisition Project will occur in several phases; and

WHEREAS, the City has partnered with the Trust for Public Land, Inc. (the "Trust"), to further the Public Beach Acquisition Project; and

WHEREAS, in phase 1 of the Public Beach Acquisition Project, the Trust has targeted and is under contract to purchase three parcels of real property more particularly described in the attached Exhibit "A" (the "Properties"); and

WHEREAS, the Properties are adjacent to an existing City beach park; and

WHEREAS, the Properties collectively represent the first phase of the Public Beach Acquisition Project; and

WHEREAS, the Trust has offered to sell the Properties to the City; and

WHEREAS, the County and City have each agreed to fund portions of the purchases of the Properties; and

WHEREAS, the County's portion (59%) of the purchase, demolition, and likely portions of the construction, will be funded with "Tourism Development District Funding" with the specific purpose and intent of promoting tourism by increasing beach access and therefore from a tourism perspective specifically wants the property available equally to all County residents and guests/visitors alike without hinderances; and

WHEREAS, this Agreement is intended to formalize the Parties' relationship and describe how Phase 1 of the Public Beach Acquisition Project will proceed forward; and

WHEREAS, the Parties anticipate they will enter into future Interlocal Agreements relating to the particulars of each future phase of the Public Beach Acquisition Project.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. DETAILS OF PHASE 1 OF THE PUBLIC BEACH ACQUISITION PROJECT. Phase 1 of the Public Beach Acquisition Project shall consist of the acquisition, improvement, and maintenance of the Properties. The Properties consist of three separate parcels and are more particularly described in the attached Exhibit "A."

SECTION 5. FUNDING FOR THE PROJECT.

- A. Aggregate Purchase Price. The Aggregate Purchase Price for the Properties is expected to be approximately TEN MILLION, SIX-HUNDRED THOUSAND DOLLARS (\$10,600,000.00).
- B. Ancillary Closing Costs. The Parties recognize that Ancillary Closing Costs are also expected. It is estimated, but not guaranteed, that the Ancillary Closing Costs will not exceed FIFTY THOUSAND DOLLARS (\$50,000.00). The Ancillary Closing Costs shall include costs such as documentary stamps, title insurance, survey costs, recording fee, and other such costs that are incurred incident to the purchase of real property. Ancillary closing costs do not include attorneys' fees or the fees of any other professional that either of the Parties may elect to employ in the furtherance of the Public Beach Acquisition Project.

- C. Phase 1 Acquisition Cost. The Aggregate Purchase Price and Ancillary Closing Costs shall hereinafter be referred to collectively as the "Phase 1 Acquisition Costs." An itemized schedule of the expected Phase 1 Acquisition Costs is attached hereto as Exhibit "B."
- D. County's Estimated Contribution. The County shall fund 59% of the Phase 1 Acquisition Costs. Therefore, the County's estimated contribution is approximately SIX MILLION, TWO HUNDRED AND EIGHTY- THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$6,283,500.00).
- E. City's Estimated Contribution. The City shall fund 41% of the Phase 1 Acquisition Costs. Therefore, the City's estimated contribution is approximately FOUR MILLION, THREE HUNDRED AND SIXTY-SIX THOUSAND AND FIVE HUNDRED DOLLARS (\$4,366,500.00).
- F. The Parties recognize that the respective contributions recited above may vary depending on the Ancillary Closing Costs.
- G. The Parties further agree that neither is responsible to pay for the attorneys' fees or the fees of any other professional that one of the Parties alone may elect to employ in the furtherance of the Public Beach Acquisition Project.
- H. The Parties recognize that the Properties are comprised of three different and unique parcels of real property and that until the closing for each, there is no guarantee that all three parcels will be acquired. The Parties warrant and agree to act in good faith and commit to make every reasonable effort to ensure that all three parcels are acquired. Should one or more of the parcels of real property comprising the Properties not be acquired, each Parties' respective contribution shall be reduced in accordance with the ratio described in this Section and Exhibit "B."

SECTION 6. CLOSINGS.

- A. Timing. Closings of each Property shall occur as soon as reasonably practicable. Because three different and individual parcels of land comprise the Properties, the Parties recognize that the closings on each parcel may not occur simultaneously. The Parties shall schedule the closings to occur on mutually agreed upon dates.
- B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closings on the dates the closings are scheduled to occur.
- C. Title Policy. The City shall obtain an owner's title policy with the City being the named insured as to each of the individual Properties in an amount equal to the purchase price

allocated to each respective parcel. The title policies shall ensure marketable title as to each parcel being acquired. The County shall be provided the title policies and upon review will provide concurrence/non-concurrence of the title policies.

SECTION 7. OWNERSHIP OF THE PROPERTIES.

- A. Fee Simple Title. Upon closing, the City shall own fee simple titles to the Properties.
- B. Covenants. The City shall execute and record all documentation necessary to ensure that the Properties are subject to a perpetual covenant running with the land requiring that the Properties be used only for public recreation and tourism purposes. Such documentation shall be reviewed and approved by the County prior to execution and recording by the City. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, changing rooms/showers, recreational/food vendors, tourism outreach booth, lifeguard stand, beach maintenance access/storage. Modification or removal of the covenants shall be via mutual consent of the parties.
- C. Future Sale, Lease, or Encumbrance of the Properties. The City shall not sell, lease, or encumber the Properties in any manner absent the written consent of the County. The intent of the Parties is to utilize the Properties for public recreational purposes. Should the City permit the Properties to be used or use the Properties in a manner inconsistent with the Parties' intent, the City shall transfer to the County fee interest in the real estate acquired hereunder sufficient to ensure that the Properties are used in a manner consistent with public recreational purposes. If the Parties should in future agree to sell the property, the proportionate amount of funding expended to acquire, design/permit and construct the park shall be returned to the County/TDD.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTIES.

- A. Intent. The Parties intend that the Properties' development shall be limited to uses by the general public for general recreational purposes as typically seen at beach parks (the "Public Beach Park"). The overall goal of Phase 1 of the Public Beach Acquisition Project is to increase the amount of beach available for use by the general public and the Public Beach Park shall be designed, developed, and maintained in accordance with this overall goal. This Agreement shall be construed in a manner that reflects this overall intent.
- B. Development of the Public Beach Park.
 - a. Collaborative Process. The Parties intend to work collaboratively through all phases of development of the Public Beach Park to develop a Public Beach Park that is consistent with this intent.

- b. Comprehensive Plan and Land Development Code. Development of the Public Beach Park shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition to become effective, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the property. If not completed within 12 months of each closing the City shall reimburse the County for any funds expended to date.
- c. General Design Concepts of the Public Beach Park. The Parties shall immediately begin work together in designing and implementing a cohesive and functional plan and development of the Public Beach Park that is consistent with and furthers the overall intent of Phase 1 of the Public Beach Acquisition Project. The Public Beach Park's design shall include basic amenities typically seen at beach parks generally, including but not limited to: adequate parking, restrooms/changing rooms, showers, stormwater detention, sidewalks, landscaping, boardwalks, pavilions, and similar uses. Final design of the Public Beach Park shall be subject to the approval of both the Board of County Commissioners and the City Council at duly noticed public meeting(s).
- d. Demolition. The Properties' existing structures do not further the overall intent of Phase 1 of the Public Beach Acquisition Project. Therefore, the City shall procure a qualified and duly licensed demolition contractor to demolish the existing structures. Such procurement process shall begin immediately after the effective date of this agreement and shall be issued no later than sixty (60) days from the closing of the first two properties under Phase 1. And, no later than 30 days after the closing of the third property contemplated herein.
- e. Pre-demolition Sale. If feasible, the City may elect to conduct a pre-demolition sale of any salvageable items and fixtures located on the Properties prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale at the same ratio as their contributions described in Section 5—59% to the County and 41% to the City. Such distributions shall be retained by the City for application towards applicable future costs for the demolition and/or design costs of the park.
- f. Design, Engineering, and Permitting of the Public Beach Park. The County shall procure duly qualified and licensed engineers, design professionals from its existing professionally procured library in consultation with the City that it deems

to be reasonably necessary to design, engineer, construct, and develop the Public Beach Park. Any surveying services may be issued after signature of this agreement. Additionally, the process to secure professional permitting for design, engineering and permitting services may begin immediately after the signature of this Agreement, but may not be issued until after the closing of the first two properties. However, in any case such issuance shall occur within ninety (90) days of the first two closings under Phase I and may proceed in anticipation of the closing of the third property.

- g. Construction of the Public Beach Park. The City or County shall oversee the procurement and construction of the Public Beach Park. The decision shall rest with the City Manager, however, the goal of the Parties is for construction to commence as soon as reasonably possible after the last closing, with preference of less than 90 days and with an aggressive construction schedule.
- h. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best effort to timely bring the Public Beach Park into public service/use as quickly as possible. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not limited to: all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public Works Director. The City Appointee shall be the Deputy City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.

C. Rights and Obligations of the Parties in the Procurement Processes.

- a. Design and Permitting Procurement. Prior to initiating procurement intended to further development of the Public Beach Park, the County shall make all such procurement documents available to the City for inspection. The County shall be permitted to inspect the documents and provide input as to their contents. The City and County shall work in good faith in the drafting of the documents and all such documents shall be designed to further the Public Beach Acquisition Project's overall intent. The County in consultation with the City, shall be responsible for selecting professional firms described in Section 8(B)(f) of this Agreement that are capable of furthering the development of the Public Beach Park.
- b. Pre-Construction Procurement Funding. The County shall be responsible for 59% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction. The City shall be responsible for 41% of the cost of any procurement of any professional firms necessary to further the development of the Public Beach Park up to construction.

Construction costs and the final distribution of those costs shall be determined after preliminary engineering estimates for construction are received from the design and permitting phase. The Parties shall bring forth an amendment to this agreement for construction funding upon bringing forth the construction plans for approval.

SECTION 9. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Public Beach Park and ensuring that it is kept in a condition permitting the general public to access and enjoy the Public Beach Park.
- b. Tourist Development Taxes. Although the Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Public Beach Park. The City shall be permitted to request such funding, the Tourist Development Council and the County shall not be required to expend Tourist Development Taxes to maintain the Public Beach Park.
- c. Parking/Entry Fees or Permits. Because funding is being partially provided by Tourism Development Taxes, parking fees and park entry fees or permits shall not be permitted at the park, unless otherwise agreed to formally by the parties. If approved, the same parking/entry fee shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking fees, if collected, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve the Public Beach Park.
- d. Beach Vending. It is the general desire of the Parties for this Public Beach Park to be open to general beach goers -- residents and visitors alike. No beach vendors for tents, umbrellas, and chairs, or other similar amenities, shall be permitted at the Public Beach Park, unless otherwise agreed in writing by the Parties.
- e. Park Vending. If agreed by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.
- f. Operation. The City shall operate the Public Beach Park and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public beach parks and such permits shall not be considered encumbrances on the Properties. A temporary or permanent tourism information booth shall be permitted upon the Public Beach Park.

- g. Revenue Generation. If any revenues are developed from the park, unless otherwise approved in writing by the Parties, must be segregated in dedicated fund for the park, to be used exclusively to maintain or otherwise improve this Public Beach Park.
- h. Signage/Information. The Public Beach Park design shall incorporate a permanently posted sign designating the Public Beach Park, which shall state that it was funded through a partnership between the County, the City and the Trust. The County shall review and approve the sign before it is posted and the Parties shall also consult with the Trust prior to final design approval and posting. Apart and separate from the signage above the City hereby agrees to work with the TDD to allow tourism related signage for wayfinding, a rack for material or an electronic kiosk, and website or social media promotion.

SECTION 10. TERM. This Agreement shall take effect on the last date of adoption by both the respective governing bodies and the warranties and covenants described herein shall continue in perpetuity.

SECTION 11. RECORDS AND REPORTING.

- A. The City agrees to 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 Phase 1 of the Public Beach Acquisition Project.
- B. The County agrees to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with Phase 1 of the Public Beach Acquisition Project.
- C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.
- D. The City agrees to include, in all contracts for services related to Phase 1 of the Public Beach Acquisition Project, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 12. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement,

and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 13. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 14. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 15. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 16. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 17. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 18. 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 19. 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 20. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 21. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by the City or County for work on the Phase 1 of the Public Beach Acquisition Project shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of Phase 1 of the Public Beach Acquisition Project and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on Phase 1 of the Public Beach Acquisition Project.

SECTION 23. 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.

SECTION 24. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 25. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

OKALOOSA COUNTY, FLORIDA

CITY OF DESTIN, FLORIDA

By: _____

Robert A. "Trey" Goodwin, III
Chairman



By: _____

Gary Jarvis, Mayor

Gary Jarvis

Date: _____

OCT 20 2020

Date: _____

10/19/20

ATTEST: _____

J.D. Peacock II, Clerk



ATTEST: _____

Rey Bailey, Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lynn M.

Hoshihara, County Attorney

Kyle S. Bauman, City Attorney

Kimberly Romano Kopp
City Land Use Attorney
City of Destin

Kimberly Romano Kopp, City Land Use
Attorney

EXHIBIT "A" - Legal Descriptions

CRYSTAL PORT

Parcel A: Lot A, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel B: Lot B, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel C: Townhome Unit No. C, of Crystal Port Townhomes, according to the Plat thereof, as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

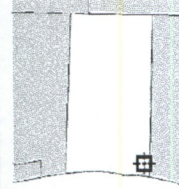
Parcel D: Lot D, Crystal Port, according to the plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel E: Lot E, Crystal Port Townhomes, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.

Parcel F: All Crystal Port Townhomes Common Area, according to the Plat thereof as recorded in Plat Book 7, Page 76 of the Public Records of Okaloosa County, Florida.



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	00-25-22-0590-0000-00CA	Physical Address	2942 OLD HWY 98 E	Land Value	\$0	Last 2 Sales		
Acres (GIS)	0.23	Address	DESTIN	Ag Land Value	\$0	Date	Price	Reason Qual
Property Class	RES COMMON	Mailing Address	EMERALD LTA-2 INC	Building Value	\$0	n/a	0	n/a n/a
Taxing District	10		4100 LEGENDARY DR, STE 200	Misc Value	\$0	n/a	0	n/a n/a
			DESTIN, FL 32541	Just Value	\$0			
				Assessed Value	\$0			
				Exempt Value	\$0			
				Taxable Value	\$0			

Date created: 5/21/2020
Last Data Uploaded: 5/21/2020 9:27:25 AM

Developed by  Schneider
GEOSPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #1

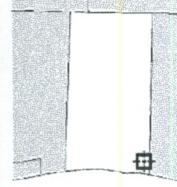
**LOT 2, THE SHORES OF CRYSTAL BEACH, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF OKALOOSA
COUNTY, FLORIDA**

Property Street Address: 2968 Scenic Highway 98, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0020



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	00-25-22-0584-0000-0020	Physical Address	2968 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales				
Acreage	0.44	Mailing Address	GEMINI CAPITAL ACQUISITIONS	Ag Land Value	\$0	Date	8/4/2017	Price	\$100	Reason
Property (GIS)	SINGLE FAM	Address	11767 SOUTH DIXIE HWY SUITE 263 PINECREST, FL 33156	Building Value	\$1,033,230		6/26/2006	\$100	UNQUAL/FEDERAL/STATE/LOCAL GOV	Qual U
Class	10			Misc Value	\$26,103				QUAL/CREDIBLE, VERIF/DOC/EVIDEN	U
Taxing				Just Value	\$2,741,176					
District				Assessed Value	\$2,741,180					
				Exempt Value	\$0					
				Taxable Value	\$2,741,180					

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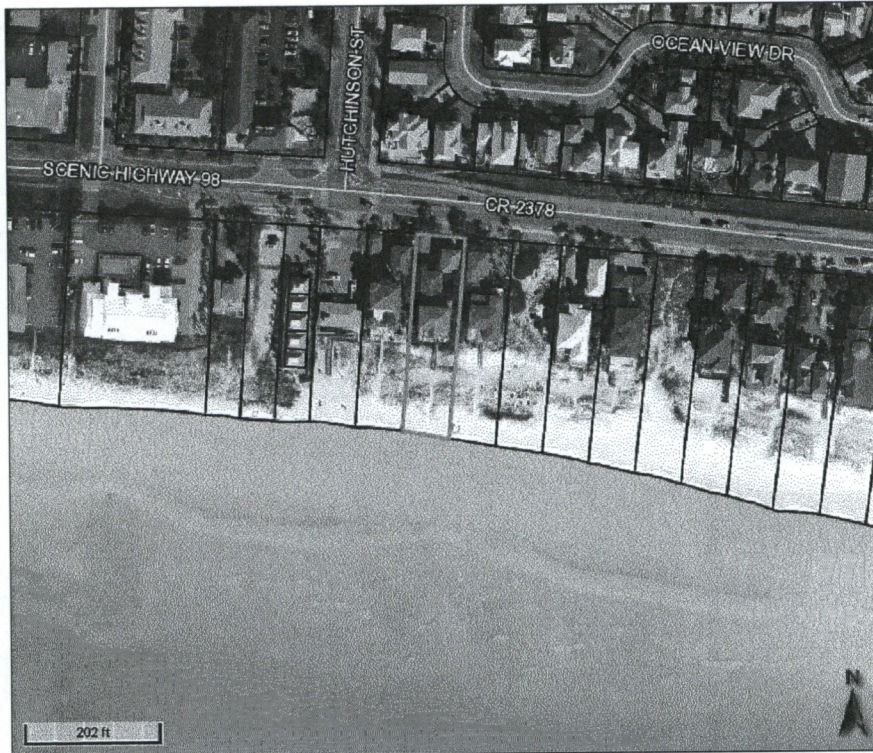
Developed by  Schneider
GEOSPATIAL

SHORE AT CRYSTAL BEACH EAST EXPANSION #2

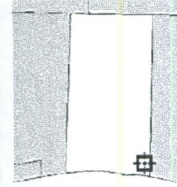
Lot 3, THE SHORES OF CRYSTAL BEACH, a Planned Unit Development, a Resubdivision of a Portion of Block B, Crystal Beach Subdivision according to the Plat thereof as recorded in Plat Book 13, Page 82, of the Public Records of Okaloosa County, Florida

Property Street Address: 2970 Scenic Highway 98 E, Destin, FL 32541

Parcel Tax ID No.: 00-2S-22-0584-0000-0030



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Water
- ☐ City Labels

Parcel ID	00-25-22-0584-0000-0030	Physical Address	2970 SCENIC HWY 98 E DESTIN	Land Value	\$1,681,850	Last 2 Sales				
Acres (GIS)	0.44	Mailing Address	KMB ROCKY HILL LLC PO BOX 6177 MIRAMAR BEACH, FL 32550	Ag Land Value	\$0	Date	Price	Reason	Qual	
Property Class	SINGLE FAM			Building Value	\$890,466	5/9/2018	\$100	UNQUAL/CORRECTIVE/QCD,TD	U	
Taxing District	10			Misc Value	\$34,386	8/29/2014	\$2100000	QUAL/DEED EXAMINATION	Q	
				Just Value	\$2,606,699					
				Assessed Value	\$2,606,700					
				Exempt Value	\$0					
				Taxable Value	\$2,606,700					

Date created: 4/9/2020

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GEOSPATIAL

EXHIBIT "B"
ITEMIZED SCHEDULE OF EXPECTED CONTRIBUTIONS

	<i>City's Expected Contribution – 41%</i>	<i>County's Expected Contribution – 59%</i>	<i>Total</i>
<i>Crystal Port</i>	\$1,394,000.00	\$2,006,000.00	\$3,400,000.00
<i>Shores at Crystal Beach East Expansion #1</i>	\$1,599,000.00	\$2,301,000.00	\$3,900,000.00
<i>Shores at Crystal Beach East Expansion #2</i>	\$1,353,000.00	\$1,947,000.00	\$3,300,000.00
<i>Estimated Ancillary Closing Costs</i>	\$20,500.00	\$29,500.00	\$50,000.00
<i>Total</i>	\$4,366,500.00	\$6,283,500.00	\$10,600,000.00

RESOLUTION 21-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA DETERMINING AND FINDING THE NECESSITY TO ACQUIRE CERTAIN PROPERTY FOR THE PUBLIC USE AND PUBLIC RECREATIONAL FACILITIES AND RECREATIONAL USES IN THE CITY OF DESTIN, FLORIDA; AUTHORIZING THE USE OF EMINENT DOMAIN PROCEEDINGS AS PERMITTED UNDER FLORIDA LAW TO ACQUIRE SUCH PROPERTY; AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO INSTITUTE EMINENT DOMAIN PROCEEDINGS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, The City of Destin, Florida (the “City”) is a Florida municipal corporation and political subdivision of the State of Florida and is authorized to construct and maintain public recreational uses and facilities, and is vested by law pursuant to Chapters 73, 74, 166, Florida Statutes, to acquire fee simple interest in privately owned lands which are necessary for public use; and

WHEREAS, the City’s home rule powers and other applicable law including, but not necessarily limited to Chapter 166, Florida Statutes, grant authority to the City to provide for recreational uses within the City’s municipal limits; and

WHEREAS, the City’s City Council (the “Council”) desires to provide ample public recreational uses and facilities for the benefit of its citizens; and

WHEREAS, the City in conjunction with Okaloosa County (the “County”) has established a project known as the Crystal Beach Recreational Facilities (the “Project”) for purposes of creating more public recreational facilities within the Crystal Beach Area; and

WHEREAS, as part of the Project, the City, with assistance of the Trust for Public Land, Inc., has acquired two parcels of property which has been partially funded by the County and partially funded by the City (Folio Ids: 00-25-22-0584-0000-0010 and 00-2S-22-0584-0000-0030) within the Crystal Beach Area for construction and establishment of recreational facilities and uses; and

WHEREAS, the parcels acquired by the City are not adjacent to each other, as there is a parcel in between the two parcels, and there is an immediate need to acquire the parcel in between the two previously purchased parcels to be able to construct and establish recreational facilities and uses; and

WHEREAS, it is necessary, beneficial, and desirable to have adequate recreational uses in the County and City available for the use and enjoyment by the residents and visitors of the City and County; and

WHEREAS, additional land is necessary for the completion of the Project and is within the City's municipal limits; and

WHEREAS, the property the City intends to acquire, by virtue of this Resolution, will be used for recreational uses as part of the Project; and

WHEREAS, the County and City have caused the area of construction of the Project to be identified, and has caused signed and sealed legal description and sketch for the property hereinabove described to be prepared, based upon and incorporating existing location data; and

WHEREAS, the legal description and survey of the property necessary to be acquired for the construction of the Project are attached hereto as Exhibit "A" and incorporated herein and such sufficiently describe and identify the property and interests reasonably necessary to be acquired from property owners for the public purpose of constructing the Project (this property shall heretofore be referred to as the "Property"); and

WHEREAS, the Council desires to utilize the provisions of Florida law, to the fullest extent possible, to accomplish the public purpose of acquiring the necessary parcel of real property at a price that is fair and reasonable; and

WHEREAS, the City and its Council has determined that it is necessary to acquire or utilize the Property within the Project area for to further the Project's purposes; and

WHEREAS, the County's Board of County Commissioners has adopted Resolution 21-103, supporting City's pursuit of this Property through voluntary acquisition or the powers of eminent domain; and

WHEREAS, the City and its Council has sought to acquire the Property by purchase from the owner without the necessity of instituting eminent domain proceedings; and

WHEREAS, the owner of said property has been or may be unwilling or unable to sell the Property required by the City for the Project; and

WHEREAS, The Council has determined that the actions taken herein are consistent with the goals, policies, and objectives of the City; and

WHEREAS, all of the conditions precedent to instituting eminent domain have been satisfied or will be prior to the filing of the requisite petitions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

Section 1. That each of the above Recitals set forth above are adopted as the findings of the Council and are hereby incorporated into this Resolution as if set forth in their entirety.

Section 2. The City, through the City Attorney and City Land Use Attorney's office, shall be authorized to institute eminent domain proceedings to acquire the necessary interest in the Property as it is more particularly described in Exhibit "A."

Section 3. The Council having considered the safety of the public, the cost of acquiring the parcel, the location, long term planning and environmental factors in acquiring and utilizing the Property specifically finds that the acquisition of the Property is reasonably necessary for parks, playgrounds, recreational centers, or other types of recreational purposes. Further the Council finds that it is in the best interest of the citizens of the City and the public generally, for the City to acquire the Property for the creation of recreational uses within that area of the City.

Section 4. The City Attorney and City Land Use Attorney's office are hereby authorized to institute a suit or suits in the name of the City and fully exercise the City's power of eminent domain for the purpose of acquiring the Property to the extent of the estate or interest set forth as a part of the parcel's description and is further authorized to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. However, no court actions to acquire the Property will be instituted until the expiration of any notice period to landowners required pursuant to applicable Florida Statutes. The City Attorney is authorized and directed to utilize and assert any and all constitutional and statutory authority of the City and the Council relative to the acquisition of the subject parcels including, but not necessarily limited to, the provisions of Chapters 73, 74, and 166, Florida Statutes.

Section 5. This Resolution shall become effective immediately upon adoption.

DULY ADOPTED this _____ day of July, 2021.

**CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA**

By: _____
Gary Jarvis, Mayor

ATTEST:

**APPROVED AS TO FORM FOR THE
CITY OF DESTIN, ONLY:**

By: _____
Rey Bailey, Clerk

Kyle S. Bauman, City Attorney

RESOLUTION 13-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN ADOPTING RULES OF PROCEDURE FOR COUNCIL MEETINGS; PROVIDING FOR AUTHORITY; GENERAL RULES; TYPES OF MEETINGS; PRESIDING OFFICER AND DUTIES; ORDER OF BUSINESS; ORDINANCES, RESOLUTIONS, AND OPINIONS; CITIZEN PRESENTATIONS; SUSPENSION AND AMENDMENT OF RULES; AND AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need to amend and adopt rules of procedure for Council Meetings; and

WHEREAS, it is recognized that rules of procedure will establish consistent agendas and orderly meetings; and

WHEREAS, recent general law amendments have affected municipal meeting procedures; and

WHEREAS, the City Council feels it in the best interest of the City of Destin to accept and adopt by Resolution Council meeting Rules of Procedure;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Destin does hereby adopt the following as Rules of Procedure for the City of Destin Council meetings:

1. AUTHORITY:

1.1 Authority: The authority for this resolution is the City Charter and Sec. 286.0114, Florida Statutes.

1.2 Rule Power: The Charter of the City of Destin provides that the Council may determine its own rules of procedure for meetings. Limiting mandates are provided by general law.

2. RULES ESTABLISHED:

2.1 Rules Established: The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

3. GENERAL RULES:

3.1 Meetings to be Public: All meetings of the Council shall be open to the public, except for such meetings as are exempt by general law.

3.2 Quorum: A majority of the members of the Council, free of voting conflict, shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

3.3 Compelling Attendance: The Council may adjourn from time to time to compel the attendance of absent members.

3.4 Minutes of Proceedings: Minutes of the meetings of the Council shall be kept by the City Clerk, except for such meetings as are exempt by general law.

3.5 Right of Floor: Any Council member desiring to speak shall first be recognized by the Presiding Officer, and shall confine his or her remarks to the one subject under consideration or to be considered.

3.6 City Manager: The City Manager or his or her designee is expected to attend all meetings of the Council and shall have the right to take part in all discussions of the Council.

3.7 City Attorney: The City Attorney or his or her designee is expected to attend all meetings of the Council and provide guidance and opinions, on questions of law and shall act as the Council's parliamentarian by advising the Presiding Officer regarding matters of procedure.

3.8 City Clerk: The City Clerk or his or her designee shall attend all meetings of the Council and shall keep the official minutes of proceedings and perform such other duties as may be requested by the City Manager or Council.

3.9 Rules of Order: *Roberts Rules of Order Revised* shall serve as a guide to the proceedings of the Council to the extent they are not in conflict with these rules.

3.10 Motion to Reconsider: An action of the Council may be reconsidered only at the same meeting at which the action was taken. A motion to reconsider may be made only by a Councilmember who voted on the prevailing side of the question and must be concurred in by a majority of those present at the meeting. Adoption of a motion to reconsider shall rescind the action reconsidered.

3.11 Motion to Rescind: An action of the Council taken at a previous meeting (the "previous action") may generally be rescinded at a subsequent meeting. Motions to Rescind shall be governed by the following process:

1. A Councilmember seeking rescission of a previous action shall place a Motion to Consider Rescission on the agenda of a regular Council meeting. If a majority of the full membership of the Council approves the Motion to Consider Rescission, the Motion to Rescind shall be placed on the agenda of the next regular Council meeting. If less than a majority of the full membership vote in favor of the Motion to Consider Rescission, no Motion to Rescind the previous action shall be considered by the Council.
2. Approval of a Motion to Rescind requires the affirmative vote of a majority of the full membership of the Council.
3. If a Motion to Rescind is approved, the Council shall, at the same meeting, either consider the previous action or set a date certain for its consideration.
4. Notwithstanding anything stated above, a Motion to Rescind initiated by a Councilmember who voted on the losing side in connection with the previous action shall not be in order unless the Council determines:
 - a. Subsequent information has become known that (i) would have been material to the Council's decision on the previous action and (ii) would have militated for a different result; or
 - b. A rescission of the previous action is imperative to avoid a material cost, risk, harm, or other jeopardy to the City or its citizens, and the material cost, risk, harm, or other jeopardy could not have been known at the time of the Council's previous action.
5. For purposes of the Motion to Rescind, a Councilmember who was

absent for a vote on the motion in connection with the previous action is deemed to have been on the prevailing side of the vote.

6. There may be actions of Council taken regarding which the Council is estopped from rescinding.

3.12 Action Savings: No action taken by the Council shall be deemed void or invalid because of the failure to adhere to Robert's Rules of Order or the provisions of these rules of order and procedure, except as may otherwise be provided by general law.

4. TYPES OF MEETINGS:

4.1 Regular Meeting: The Council shall meet in the Council Chambers or another designated place within the City boundaries, for meetings. Regular Council Meetings are to commence at 6:00 p.m. unless otherwise specified, on the first and third Monday of each month except for National Holidays which fall on a Monday when the regular meetings shall be on the next Tuesday.

4.2 Special Meetings: Special Meetings may be held on the call of the Mayor or any three (3) Councilmembers. The call for a Special meeting shall be filed with the City Clerk, except that an announcement of a special meeting during any regular meeting shall be sufficient for such special meeting unless otherwise provided by general law. When practical there shall be a twelve hour notice to each Councilmember and local news media.

4.3 Adjourned Meetings: Any meeting of the Council may be adjourned to a later date and time.

4.4 Workshop Meetings: The Council may meet informally in workshop meetings (open to the public), at the call of the Mayor or of any three (3) members of the Council. No ordinances, resolutions or other actions may be adopted at such meeting provided that the Council may direct staff to take actions that do not entail the expenditure of City funds.

4.5 Emergency Meetings: Emergency meetings may be held on the call of the Mayor or a majority of the Councilmembers whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than one (1) hours' notice to each Councilmember and local news media.

4.6 Telephonic Participation: If a quorum of the City Council is physically present, other members of the City Council may participate, but not vote, by phone provided they can be heard on the record and they can hear the other members of the City Council and the participating public.

5. PRESIDING OFFICER AND DUTIES:

5.1 Presiding Officer: The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk for the purpose of electing a temporary presiding officer.

5.2 Call to Order: The meetings of the Council shall be called to order by the Presiding Officer.

5.3 Preservation of Order: The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.

5.4 Points of Order: The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of

the Presiding Officer.

5.5 Voting: Voting by registering votes on the electronic voting board meets the Charter requirement for roll call vote.

6. ORDER OF BUSINESS:

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

- Call to Order;
- Invocation and Pledge of Allegiance;
- Special Presentations;
- Approval of Minutes;
- Public Hearings;
- Public Opportunity to Speak on Council Propositions
(subject to limitations provided in Sec. 286.0114(3)(a)
Florida Statutes);
- Consent Agenda;
- Resolutions;
- Committee Reports;
- Scheduled Presentations from the Public
(Only those persons who have completed a speakers' form and complied with the advance notice requirements will be scheduled here);
- Project Reports and Comments from Mayor and Council;
- Staff Reports and Recommendations
(Ordinance readings not requiring public hearing will usually appear under this item);
- Comments from Audience
(any unscheduled presentations will be heard here);
- Adjournment

6.2 Agenda: The order of business of each regular meeting shall be as contained in the Agenda. The Agenda shall be a listing by topic of subjects to be considered by Council. A request to be on the agenda shall be presented in the prescribed form to the City Clerk by 12:00 noon on Wednesday, prior to the regular meeting. A preliminary agenda shall be published by 12:00 noon on Wednesday, prior to the regular meeting. Items may be deleted from the printed preliminary agenda, but items shall not be added. A final agenda with any items deleted, will be printed by 12:00 noon Thursday, prior to the regular meeting. When practical, backup material relating to agenda items are to be presented for the record, and shall be given to the City Clerk by 12:00 noon Thursday, prior to the regular meeting. Council meeting packets shall be prepared by the City Clerk's office and ready for distribution by mid-afternoon on Thursday, prior to the meeting to which it pertains. If regular meetings are held other than on the scheduled meeting dates, a similar lead time schedule for agenda and packet materials shall be followed.

6.3 Presentation by Members of Council: The Agenda shall provide times when the Mayor, Councilmember, City Manager and City Attorney may bring before the Council any business that he or she feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but may be acted upon only upon an extraordinary vote of the Council members present and eligible to vote on the matter. Except in instances where extraordinary conditions are necessitated, the Mayor and Council shall notify the City Manager of forthcoming agenda topics in keeping with the above deadlines and strive to supply backup materials for timely

distribution with the agenda packets.

6.4 Consent Agenda: The Consent Agenda may be used to handle routine matters on the agenda expeditiously. There is no separate discussion of these items unless a Councilmember or a member of the public requests an item be removed for consideration in its normal sequence on the Agenda. The approval of the Consent Agenda is usually handled in one motion from the Council table, "I move that the Consent Agenda, (item numbers may be included) be approved; or if items are to be removed, "for good cause" or "discussion", a typical motion might be, "I move that we approve the Consent Agenda items____through_with the exception of item_____."

7. ORDINANCES, RESOLUTIONS, AND MOTIONS:

7.1 Requests for Ordinances, Resolutions or Opinions: Any Council member may request the City Manager or City Attorney to prepare or have prepared proposed ordinances or resolutions. Any Council member or the Mayor may request a legal opinion of the City Attorney.

8. CITIZENS PRESENTATIONS:

8.1 Presentation by Public on Proposition before the Council: The agenda shall provide times when the public is given a reasonable opportunity to be heard on a proposition before the City Council. The opportunity to be heard may not occur at the same meeting in which the Council takes official action on the proposition, provided when the opportunity has been extended within sixty (60) days before the meeting at which the Council takes the official action. Public opportunity hereunder does not extend to:

- (a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Council to act;
- (b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (c) A meeting that is exempt from Sec. 286.011 Florida Statutes; or
- (d) A meeting during which the board or Council is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

8.2 Addressing the Council -- Scheduled Presentations: Any person desiring to address the Council by oral communication on any subject not already on the Council meeting agenda shall first secure the permission of the Presiding Officer and will be recognized under "Scheduled Presentations from the Public" at the end of the regularly scheduled business. Only those persons who have completed a speaker's form and who have notified the City Clerk by 12:00 noon of the Wednesday immediately preceding the regular meeting will have their name placed on the Agenda and be recognized under the heading "Scheduled Presentations from the Public."

8.3 Addressing the Council -- Public Opportunity on Council Propositions: Any person desiring to address the Council by oral communication regarding agendaed Council propositions shall complete and deliver a Request to Speak Card to the City Clerk then secure the permission of the Presiding Officer and will be recognized under "Public Participation on Council Propositions" where that item occurs on the regularly scheduled Agenda.

8.4 Addressing the Council -- Comments from Audience: Any person desiring to address the Council by oral communication shall complete and deliver a

Request to Speak Card to the City Clerk then secure the permission of the Presiding Officer and will be recognized under "Comments from the Audience" where that item occurs on the regularly scheduled Agenda.

8.5 Addressing the Council – Public Opportunity on Public Hearings:

Any person desiring to address the Council regarding Agendaed Public Hearings by oral communication shall complete and delivery a Request to Speak Card to the City Clerk then secure the permission of the Presiding Officer and will be recognized under "Public Hearings" where that item occurs on the regularly scheduled Agenda.

8.6 Manner of Addressing the Council -- Time Limit: Each person addressing the Council shall approach the microphone, shall give his or her name and address and the organization or group they represent if any, in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their address to five minutes. All remarks shall pertain to City business and shall be addressed to the Council as a body, and not to any member thereof. No person, other than members of the Council or Mayor, and the persons having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Councilmembers or staff, except through the Presiding Officer.

8.7 Personal and Slanderous Remarks: Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or use offensive language, while addressing the Council, may be requested to leave the meeting. No reference by name to any individual present or absent, including Councilmembers and staff, shall be used in a negative manner by any person addressing the Council. All participants and speakers shall refrain from belittling or insulting remarks or making personal attacks.

8.8 Reading of Protests: Interested persons, or their authorized representatives, may address the Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control when the item is under consideration by the Council.

8.9 Referral of Citizens' Complaints: While in session, the Mayor or Councilmembers, individually, or the City Council collectively, through motion, may refer citizen's complaints to staff or an appropriate City Committee.

8.10 Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication on any matter of business. However, in order to preserve the public record as well as comply with Florida's Public Records Law, an exact copy of said written communication must be provided to the City Clerk.

8.11 Presentations by Representatives of Groups or Factions: At meetings, in which four (4) or more individuals of a group or faction wish to be heard, a representative of a group or faction may address the Council rather than all members of the group or faction and in such instances shall limit their address to twenty (20) minutes.

8.12 Challenges to Staff and Advisory Body Recommendations: Anyone who is challenging a staff and advisory body recommendation must submit a request in writing to be placed on the agenda by 12:00 noon on the Wednesday before the upcoming regular meeting. The request must contain a written memorandum setting forth in detail the specific rulings or findings to which they object and stating any Florida Statutes, case law, or sections of the Land Development Code, Comprehensive Plan or ordinances of the City of Destin on which they are basing their objection. Council may not consider a challenge to administrative decisions requiring Board of Adjustment review or decisions of City Boards over which the Council lacks review jurisdiction.

9. SUSPENSION AND AMENDMENT OF THESE RULES:

9.1 Suspension of Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of all the Councilmembers.

9.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of all members of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

10. REPEAL OF CONFLICTING RESOLUTIONS:

10.1 Repeal of Conflicting Resolutions: Resolution 04-10, a copy of which is attached hereto and made a part hereof by reference, is hereby repealed.

11. EFFECTIVE DATE: This resolution shall be effective upon its adoption by the City Council.

SO DONE THIS THE 17TH DAY OF SEPTEMBER 2013

By:


Sarah "Sam" Seevers, Mayor

ATTEST:


Rey Bailey, City Clerk

RESOLUTION 16-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA AMENDING THE CITY COUNCIL RULES OF PROCEDURE, RESOLUTION 13-15, CONCERNING AMENDING ORDER OF BUSINESS AND CEREMONIAL, OPENING INVOCATIONS AT COUNCIL MEETINGS PRIOR TO WHEN OFFICIAL POLICYMAKING OR LEGISLATIVE FUNCTIONS ARE PERFORMED; ADOPTING A POLICY OF NON-EXCLUSION FOR SELECTION OF VOLUNTEER INVOCATION SPEAKERS AND A DIVERSITY OF VIEWPOINTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Destin (the "City") desires to preserve and maintain the tradition of solemnizing its proceedings by allowing and inviting an opening invocation before each meeting for the blessing and solemnizing of the City Council's proceedings for the benefit of the City Council;

WHEREAS, the City recognizes that our history is replete with official references to the value and invocation of Divine guidance in deliberations and pronouncements of the Founding Fathers and contemporary leaders as set forth in the hold of *Lynch v. Donnelly*, 465 U.S. 668, 675 (1984);

WHEREAS, the United States Supreme Court and Eleventh Circuit have consistently upheld the practice of delivering religious invocations before deliberative public bodies occurring prior to policymaking. See *Town of Greece v. Galloway*, 134 S. Ct. 1811 (2014); *Marsh v. Chambers*, 463 U.S. 783 (1983); *Atheists of Florida, Inc. v. City of Lakeland*, 732 F.3d 577 (11th Cir. 2013);

WHEREAS, the City recognizes that our City and Nation is comprised of individuals with a diversity of viewpoints, including but not limited to, faiths, religions, beliefs, and non-beliefs. Accordingly, the City will make reasonable efforts to invite, locate, and welcome individuals with a diversity of viewpoints to offer the opening invocation for the benefit of the City Council and the City's policies shall not be intended, implemented, or construed in any manner to affiliate the City Council with or express any preference for or against any faith, non-faith, or religious denomination;

WHEREAS, in recognition of the diversity of faiths, ideas, viewpoints, and various beliefs as referenced herein, it shall be the policy of the City that sectarian prayer may be allowed that is solemn and respectful in tone that invites the City Council members to reflect upon shared ideals and common ends before embarking on the business of governing. However, invocation speakers are hereby requested to refrain from exploiting the invocation period with proselytizing or advancing any one

belief, view, or religion; disparaging any other faith or belief; denigrating nonbelievers or religious minorities; threatening damnation; or preaching conversion; and

WHEREAS, the City Council intends, and has intended in the past practice, to adopt a policy that does not proselytize or advance any faith, or show any purposeful preference of one religious view to the exclusion of others.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORDIA, AS FOLLOWS:

SECTION 1. The City of Destin City Council Rules of Procedure is hereby amended to amend Rule 6.1 and to create a new Rule 6.5 to read as follows:

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

- Call to Order;
- Invocation and Pledge of Allegiance;
- Open Policymaking and Legislative Session;
- Special Presentations;
- Approval of Minutes;
- Public Hearings;
- Public Opportunity to speak on Council propositions
(subject to limitations provided in Sec. 286.0114(3)(a) (Florida Statutes);
- Consent Agenda;
- Resolutions;
- Committee Reports;
- Scheduled Presentations from the Public
(Only those persons who have completed a speakers' form and complied with the advance notice requirements will be scheduled here);
- Project Reports and Comments from Mayor and Council;
- Staff Reports and Recommendations
(Ordinance readings not requiring public hearing will usually appear under this item);
- Comments from Audience
(any unscheduled presentations will be heard here)
- Adjournment

Rule 6.5 Opening Invocations

6.5.1. Intent. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

6.5.2. Timing. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting.

6.5.3. Speaker Selection. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

1. The City Manager or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Destin and Okaloosa County.
2. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Okaloosa County in the annual Yellow Pages telephone book(s) published for the City and Okaloosa County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Okaloosa County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Manager that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Okaloosa County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within

the jurisdictional limits of the City and Okaloosa County to choose whether to respond to the City Council's Invitation and participate. The City Manager or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

3. The Congregations List may also include the name and contact information of any chaplain who serves the Destin Fire District or Okaloosa County Sheriff's Department.
4. The Congregations List shall be updated, by reasonable efforts of the City Manager or his/her designee, on or about the month of July of each calendar year.
5. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Manager or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The Destin City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Destin and Okaloosa County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Manager at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the

invocation speak or otherwise threaten damnation or denigrate nonbelievers. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.

On behalf of the City Council of the City of Destin, I thank you in advance for considering this invitation.

*Regards,
City Manager or his/her designee*

6. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver the invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
7. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker. However, consistent with U.S. Supreme Court precedent, invocation speakers are hereby advised that the invocation should not denigrate nonbelievers or religious minorities; threaten damnation; or preach conversion. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.
8. The City Manager may add the name and affiliated organization of the selected invocation speaker for a particular meeting to the City Council agenda next to the "Invocation" item.
9. In recognition of the transitional process relating to the policies set forth herein, including but not limited to the completion of the Congregation List and mailing of the invitations, the City Council may invite religious leaders, chaplains, ministers, rabbis or similar of congregations located within the jurisdictional limits of the City and Okaloosa County to conduct the opening invocation until such time as the Congregation List is compiled.
10. In the event a meeting of the City Council does not have a volunteer opening invocation speaker for that meeting, the City Council reserves the right to invite religious leaders, chaplains, ministers, rabbis or similar of

congregations located within the jurisdictional limits of the City and Okaloosa County to conduct the opening invocation for that meeting.

6.5.4. Conduct of Opening Invocation. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation.

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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

6.5.5. Agenda Disclaimer. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

SECTION 2. CONFLICTS/SUPERSEDE. This Resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this Resolution.

SECTION 3. SEVERABILITY. If any portion of this Resolution is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable, or void, the balance of the Resolution shall continue in full force and effect.

SECTION 4. EFFECTIVE DATE. The Resolution shall take effect immediately.

SO DONE THIS THE 18th DAY OF APRIL 2016

By:



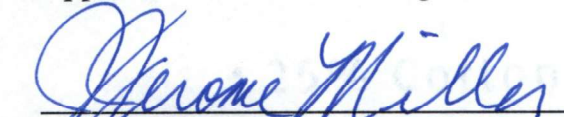
Scott Fischer, Mayor

ATTEST:



Rey Bailey, City Clerk

Approved as to form and legal sufficiency:



Jerry Miller, City Attorney

RESOLUTION 17-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AMENDING RESOLUTION 13-15, RULES OF PROCEDURE FOR COUNCIL MEETINGS; AMENDING ORDER OF BUSINESS AT COUNCIL MEETINGS; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need to amend and adopt rules of procedure for Council Meetings; and

WHEREAS, it is recognized that rules of procedure will establish consistent agendas and orderly meetings; and

WHEREAS, the City Council feels it in the best interest of the City of Destin to accept and adopt by Resolution Council meeting Rules of Procedure;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Destin, Florida, as follows:

SECTION 1: The City of Destin City Council Rules of Procedure is hereby amended:

(*NOTE: Additions are underlined; deletions are ~~stricken~~*)

6. ORDER OF BUSINESS

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

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).*

~~Special Presentations~~

APPROVAL OF MINUTES

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

~~Public Hearings~~

~~Public Opportunity to Speak on Council Propositions (subject to limitations provided in Sec. 286.0114(3)(a) Fla. Statutes)~~

2. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS *(All agenda items other than those under Number 5)*

(Note: Individual speakers will be limited to 5 minutes. At the discretion of the Mayor, this 5 minute allowance may be adjusted depending on the level of business coming before the City Council).

3. CITY MANAGER REPORTS

4. FIRST READING OF ORDINANCES NOT REQUIRING PUBLIC HEARINGS *(No public comments)*

5. PUBLIC HEARINGS

Consent Agenda

Resolutions

Committee Reports

~~Scheduled Presentation from the Public~~

(Only those persons who have completed a speaker's form and complied with the advance notice requirements will be scheduled here)

6. CONSENT AGENDA *(No public comments)*

Project Reports and Comments from Mayor and Council

Staff Reports and Recommendations

(Ordinance readings not requiring public hearing will usually appear under this item)

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

Comments from the Audience (any unscheduled presentations)

8. COMMENTS/CONCERNS FROM THE AUDIENCE / PUBLIC ON ANY MATTERS CONSIDERED AT MEETING, OR ON ANY MATTERS NOT ON THE AGENDA

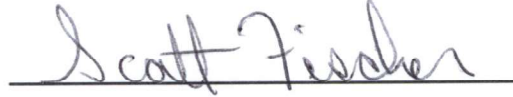
9. ADJOURN

SECTION 2: This resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this resolution.

SECTION 3: This resolution shall take effect upon its adoption and signature of the Mayor.

SO DONE THIS THE 1ST DAY OF MAY 2017

By:

A handwritten signature in blue ink, appearing to read "Scott Fischer", written over a horizontal line.

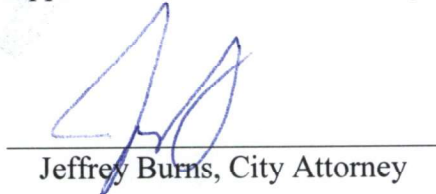
Scott Fischer, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Rey Bailey", written over a horizontal line.

Rey Bailey, City Clerk

Approved as to the form and legal sufficiency:

A handwritten signature in blue ink, appearing to read "Jeffrey Burns", written over a horizontal line.

Jeffrey Burns, City Attorney

RESOLUTION 18-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AMENDING RESOLUTION 17-24, RULES OF PROCEDURE FOR COUNCIL MEETINGS; AMENDING ORDER OF BUSINESS AT COUNCIL MEETINGS; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 17, 2013, the City Council adopted Resolution 13-15, establishing rules of procedure for City Council meetings; and

WHEREAS, on May 1, 2017, the City Council amended such procedures for City Council meetings by passing Resolution 17-24; and

WHEREAS, the City Council recognizes the need to further amend and its rules of procedure for Council Meetings in order to increase efficiency and public participation; and

WHEREAS, it is recognized that such amended rules of procedure will provide for consistent agendas and orderly meetings; and

WHEREAS, the City Council feels it in the best interest of the City of Destin to accept and adopt by Resolution Council meeting Rules of Procedure;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Destin, Florida, as follows:

SECTION 1: Resolution 17-24, which sets forth the City of Destin City Council Rules of Procedure, is hereby amended as follows:

(NOTE: Language in this Resolution 18-15 that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of Resolution 13-15 that have been skipped and remain unchanged.)

* * *

6. ORDER OF BUSINESS

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

**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

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

2. 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 ~~5~~ 3 minutes. At the discretion of the Mayor, this ~~5~~ 3 minute allowance may be adjusted depending on the level of business coming before the City Council).

3. 4. CITY MANAGER REPORTS

4. ~~FIRST READING OF ORDINANCES NOT REQUIRING PUBLIC HEARINGS~~ *(No public comments)*

5. PUBLIC HEARINGS

6. CONSENT AGENDA *(No public comments)*

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

8. ~~COMMENTS/CONCERNS FROM THE AUDIENCE / PUBLIC ON ANY MATTERS CONSIDERED AT MEETING, OR ON ANY MATTERS NOT ON THE AGENDA~~

9. ADJOURN

SECTION 2: This resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this resolution.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 7TH DAY OF MAY 2018

By:



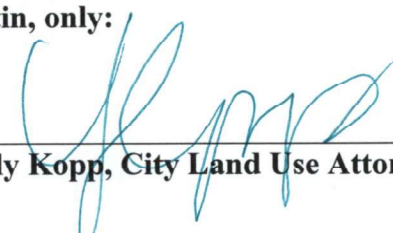
Gary Jarvis, Mayor

ATTEST:

Approved as to form and legal sufficiency for the
City of Destin, only:



Rey Bailey, City Clerk



Kimberly Kopp, City Land Use Attorney

RESOLUTION 18-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AMENDING RESOLUTION 13-15, RULES OF PROCEDURE FOR COUNCIL MEETINGS; AMENDING THE AGENDA PROCESS FOR COUNCIL MEETINGS; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 17, 2013, the City Council adopted Resolution 13-15, establishing rules of procedure for City Council meetings; and

WHEREAS, the City Council recognizes the need to further amend its rules of procedure for Council Meetings in order to increase efficiency and public participation; and

WHEREAS, it is recognized that such amended rules of procedure will provide for consistent agendas and orderly meetings; and

WHEREAS, the City Council feels it in the best interest of the City of Destin to accept and adopt by Resolution Council meeting Rules of Procedure;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Destin, Florida, as follows:

SECTION 1: Resolution 13-15, which sets forth the City of Destin City Council Rules of Procedure, is hereby amended as follows:

(NOTE: Language in this Resolution 18-22 that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of Resolution 13-15 that have been skipped and remain unchanged.)

* * *

6. ORDER OF BUSINESS:

- 6.2 Agenda:** The order of business of each regular meeting shall be as contained in the Agenda. The Agenda shall be a listing by topic of subjects to be considered by Council. A request to be on the agenda shall be presented in the prescribed form to the City Clerk by 12:00 noon on ~~Wednesday~~ Tuesday prior to the regular meeting. A preliminary agenda shall be published by 12:00 noon on ~~Wednesday~~ Tuesday, prior to the regular meeting. Items may be deleted from the printed preliminary agenda, but items shall not be added. A final agenda with any items deleted, will be printed

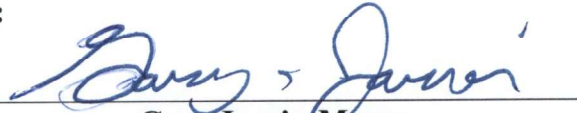
by 12:00 noon ~~Thursday~~ Wednesday, prior to the regular meeting. When practical, backup material relating to agenda items are to be presented for the record, and shall be given to the City Clerk by 12:00 noon ~~Thursday~~ Wednesday, prior to the regular meeting. Council meeting packets shall be prepared by the City Clerk's office and ready for distribution by mid-afternoon on ~~Thursday~~ Wednesday, prior to the meeting to which it pertains. If regular meetings are held other than on the scheduled meeting dates, a similar lead time schedule for agenda and packet materials shall be followed.

SECTION 2: This resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this resolution.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 2ND DAY OF JULY 2018

By:



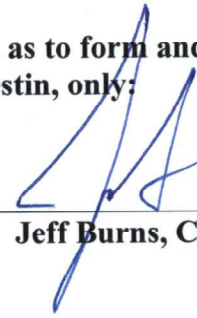
Gary Jarvis, Mayor

ATTEST:

Approved as to form and legal sufficiency for the
City of Destin, only:



Rey Bailey, City Clerk



Jeff Burns, City Attorney

RESOLUTION 19-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AMENDING RESOLUTION 18-15, RULES OF PROCEDURE FOR COUNCIL MEETINGS; AMENDING ORDER OF BUSINESS AT COUNCIL MEETINGS; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 17, 2013, the City Council adopted Resolution 13-15, establishing rules of procedure for City Council meetings; and

WHEREAS, on May 1, 2017, the City Council amended such procedures for City Council meetings by passing Resolution 17-24; and

WHEREAS, on May 7, 2018, the City Council amended such procedures for City Council meetings by passing Resolution 18-15; and

WHEREAS, the City Council recognizes the need to further amend its rules of procedure for Council Meetings in order to increase efficiency and public participation; and

WHEREAS, it is recognized that such amended rules of procedure will provide for consistent agendas and orderly meetings; and

WHEREAS, the City Council feels it in the best interest of the City of Destin to accept and adopt by Resolution Council meeting Rules of Procedure;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Destin, Florida, as follows:

SECTION 1: Resolution 18-15, which sets forth the City of Destin City Council Rules of Procedure, is hereby amended as follows:

(NOTE: Language in Resolution 18-15 that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added, language that is not ~~struck through~~ or underlined is not to be changed, and * * * represents sections of Resolution 13-15 that have been skipped and remain unchanged.)

* * *

6. ORDER OF BUSINESS

6.1 Order of Business: The general rule as to the order of business in regular meetings shall be as follows:

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

**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

5. PUBLIC HEARINGS

6. CONSENT AGENDA

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

8. PUBLIC COMMENTS *(Comments from the public on any matters considered at
the meeting, or on any matters not on the agenda)*

9. ADJOURN

SECTION 2: This resolution shall supersede any previous rules, policies, procedures, or resolutions to the extent of any conflict with this resolution.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED THIS 17TH DAY OF JUNE 2019

By:



Gary Jarvis, Mayor

ATTEST:

**Approved as to form and legal sufficiency for the
City of Destin, only:**



Rey Bailey, City Clerk



Kyle Bauman, City Attorney

RESOLUTION 20-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RESCINDING PRIOR RESOLUTION 18-22, WHICH AMENDS SECTION 6-2 OF RESOLUTION 13-15, RULES OF PROCEDURE FOR COUNCIL MEETINGS; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 17, 2013, the City Council adopted Resolution 13-15, establishing rules of procedure for City Council meetings; and

WHEREAS, the City Council recognizes the need to further amend its rules of procedure for Council Meetings and adopted Resolution 18-22 amending Section 6-2 of Resolution 13-15.

WHEREAS, the City Council no longer wish to initiate the provisions of Resolution 18-22 and have determined that Resolution 18-22 is no longer relevant or necessary and can be rescinded.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Destin, Florida, as follows:

SECTION 1. PURPOSE. The purpose of this Resolution is to rescind and nullify Resolution 18-22.

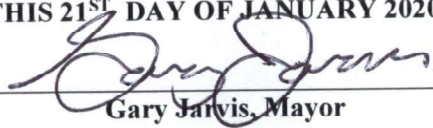
SECTION 2. RESCISSION. The City Council hereby rescinds and nullifies Resolution 18-22.

SECTION 3. REAFFIRMATION AND READOPTION OF THE ORIGINAL LANGUAGE OF SECTION 6-2 OF RESOLUTION 13-15.

SECTION 4: Effective Date. This Resolution shall become effective immediately upon its adoption.

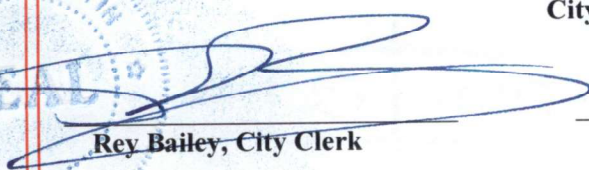
ADOPTED THIS 21ST DAY OF JANUARY 2020

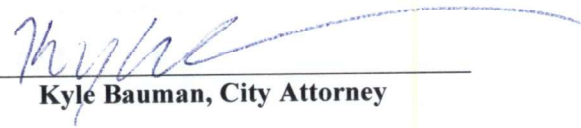
By:


Gary Jarvis, Mayor

ATTEST:

Approved as to form and legal sufficiency for the City of Destin, only:


Rey Bailey, City Clerk


Kyle Bauman, City Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: November 1, 2021

TYPE OF AGENDA ITEM: Announcement

AGENDA OUTLINE NUMBER: 7.J.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: 1. City Manager Evaluation Process

I. BACKGROUND: At the October 4, 2021 Meeting, the City Council directed the City Attorney and staff to revise the City Manager Evaluation Process. Attached is a proposed simplified evaluation form for Council consideration. Additionally, instead of Councilmembers providing evaluation forms to the Mayor, the City Attorney and staff propose that the Councilmembers submit evaluation forms to the HR Director.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Draft City of Destin City Manager Evaluation Form
2. Resolution 13-08 City Managers Annual Evaluation



City of Destin City Manager Annual Review

NAME: _____

REVIEW DATE: _____

Needs Improvement	Meets Expectations	Exceeds Expectations	CITY MANAGER PERFORMANCE Instructions: Review each trait of the City Manager's performance for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").	COMMENTS (optional)
☐	☐	☐	Diligent and thorough in the discharge of duties; exercises good judgment.	
☐	☐	☐	Exhibits composure, resilience, and the ability to manage difficult issues addressing the City.	
☐	☐	☐	Prepares a balanced budget to provide services at a level expected by the City Council and Mayor.	
☐	☐	☐	Clearly communicates directives and expectations, encouraging Department Directors to make decisions and take ownership within their jurisdictions with minimal CM involvement.	
☐	☐	☐	Maintain open lines of communication, providing timely information, guidance, and recommendations to the City Council and Mayor concerning matters of importance.	
☐	☐	☐	Demonstrates dedication to public service, including meeting with and actively listening to residents and businesses.	
☐	☐	☐	Anticipates and analyzes problems with the ability to develop effective, creative, and/or innovative approaches for resolution.	
☐	☐	☐	Training and development of staff	

Needs Improvement	Meets Expectations	Exceeds Expectations	STRATEGIC PLAN Instructions: Review each critical and important council objective of the Strategic Plan for the review period identified above. Mark an "X" in the rating you believe best matches performance levels (if completing electronically, pressing the space bar or clicking in the box will generate the "X").	COMMENTS (optional)
			Critical Priority	
☐	☐	☐	1.1 – Offer livable wages & benefits to attract and maintain high caliber, qualified staff	
			Important Priority	
☐	☐	☐	1.2 Complete two-lane Crosstown Connector	
☐	☐	☐	1.3 Public Beachfront acquisition initiative	
☐	☐	☐	1.4 Underground utilities.	
☐	☐	☐	1.5 Zerbe St/Calhoun Ave Phase II – Design pedestrian pathway under Marler Bridge	

EVALUATOR’S COMMENTS:

Strengths – City Manager’s Most Notable Attributes:

Opportunities For Improvement:

OVERALL EVALUATION:

Needs Improvement ☐

Meets Expectations ☐

Exceeds Expectations ☐

SIGNATURES:

City Manager: _____

Date:

Evaluator: _____

Date:

Human Resources Director: _____

Date:

City Manager Comments:

RESOLUTION 13-08

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA ESTABLISHING THE PURPOSE AND PROCEDURES FOR THE CITY MANAGER'S ANNUAL EVALUATION; PROVIDING FOR AUTHORITY; PROVIDING FOR THE REPEAL OF RESOLUTION 04-18 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 4.01 of the Destin City Charter establishes the position of City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the City Council; and

WHEREAS, Article IV, Section 4.05 of the Destin City Charter establishes the duties and responsibilities of the City Manager; and

WHEREAS, The City Manager's Employment Agreement states in Section 5.B that *"The City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form, as the Council deems appropriate and shall be made each year in accordance with procedures established by City Council for the duration of this agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this contract."* and;

WHEREAS, a formal system has been adopted to evaluate the performance of the City Manager and is intended to provide a direct relationship between the performance of the City Manager and additional incentive for the City Manager by relating performance to salary and/or benefits received by the City Manager; and

WHEREAS, the formal system adopted under Resolution 04-18, is repealed and replaced with this updated resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Destin, Florida that:

SECTION 1. AUTHORITY. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

SECTION 2. PURPOSE. The purpose of this Resolution is to repeal Resolution 04-18, and set forth a procedure for the annual evaluation of the City Manager.

SECTION 3. PROCEDURES : The evaluation process is set forth as described in **Exhibit A**, with an Evaluation Form and Goal Table at **Exhibit B** and a mid-cycle Performance Feedback form at **Exhibit C**.

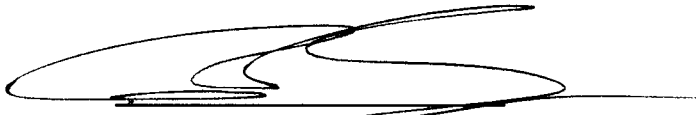
SECTION 4. EFFECTIVE DATE. This Resolution shall be effective upon adoption by the City Council and signature of the Mayor.

ADOPTED THIS 5th DAY of August 2013

By:


Sam Seavers, Mayor

ATTEST:


Rey Bailey, City Clerk

City Manager (CM) Evaluation Process

Flow Chart

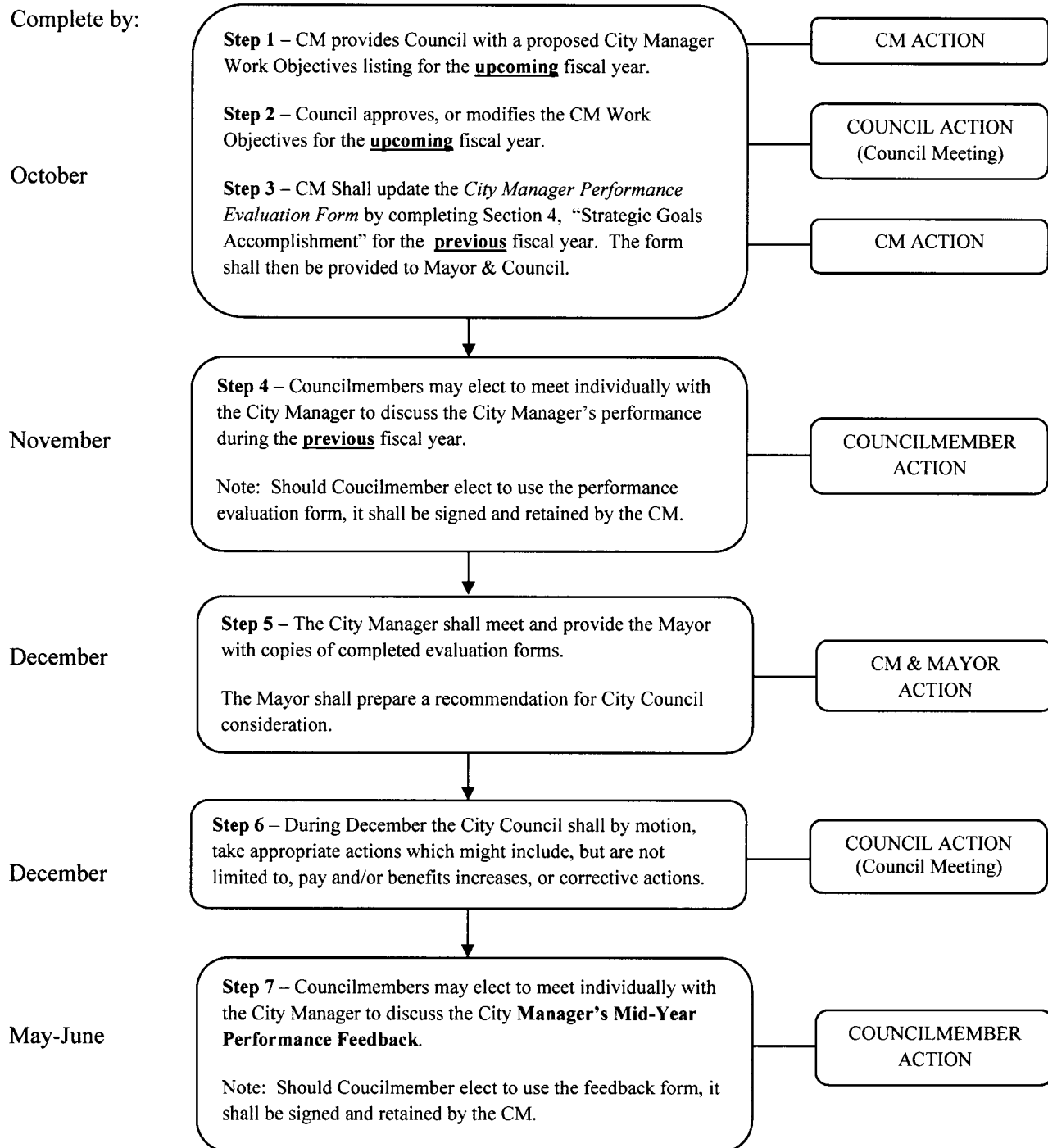


Exhibit A
Resolution 13-08



City of Destin City Manager Performance Evaluation Form

City Manager: _____

Evaluation Period: _____

Place a mark in the box that applies.						
(1) Professional Skills	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Not Observed
a. Leadership: Represents the City in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.						
b. Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the City; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.						
c. Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.						
d. Planning and Organization: Works with Council developing long and short term goals and objectives; makes effort to carryout the goals and policies and programs of the Council; demonstrates the ability to anticipate needs of the City and recommends options to appropriately respond to those needs; and sets realistic objectives with appropriate time frames.						
e. Budgeting: Provides operating and capital improvement plans and other short and long range plans that anticipate the needs of the community; presents a timely annual budget which is well documented, organized and one which closely represents the goals of the Council.						
f. Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; uses debt appropriately; plans for long-term maintenance and replacement of infrastructure.						
g. Asset Management: Oversees the appearance and condition of City-owned facilities, equipment, vehicles; reviews equipment and property for the purpose of future development and/or replacement.						
h. Job Knowledge: Demonstrates knowledge of all aspects of municipal government; and has working knowledge of state and federal government.						
i. Directing: Establishes appropriate course of action for self and subordinates to accomplish goals; make proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.						
j. Creativity: Identifies effective, efficient, and innovative solutions to problems.						

Place a mark in the box that applies.						
(2) Professional Skills (cont')		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding Not Observed
k. Operational Efficiency: Obtains the best possible result for the resources expended.						
l. Honesty/Integrity: Is consistently open, honest, straightforward and impartial.						
m. Adaptability: Responds positively and in a timely manner to a changing local government and a changing world and community.						
n. Initiative: Uses initiative to develop new programs to meet the needs of the City or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.						
o. Resiliency: Maintains energy and motivation in spite of constant demands, handles stress well.						
p. Ethical Standards: Conforms to high standards of the profession.						

Comments:

Place a mark in the box that applies.						
(2) Communication Skills	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Not Observed
a. Council: Openly communicates with Council, promptly and properly responds to requests, keeps Council informed of current issues, remains accessible; provides support in carrying out Council decisions.						
b. Press: Maintains constructive relations with Press and communicates clearly and demonstrates effective listening, oral and written skills.						
c. Staff: Develops and maintains positive relations with Staff; communicates clearly and demonstrates effective listening, oral and written skills.						
d. Residents/General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Council action and policies.						
e. Relationship with Council: Develops and maintains an effective and professional dialogue with City Council on a formal and informal basis.						
f. Interpersonal Communications: Demonstrates ability to cooperate, work and communicate with Council, other Charter Officers, subordinates and outside contacts.						
g. Community Relations: Demonstrates a satisfactory working relationship with other governmental agencies such as Okaloosa County, other area municipalities, the legislative delegation and other community service providers such as Destin Water Users and the Destin Fire Control District.						
h. Responsiveness: Responds in a timely manner to the requests of Council and residents.						
i. Follows Direction: Understands and follows Council's Direction.						

Comments:

Place a mark in the box that						
(3) Administrative Leadership Skills	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Not Observed
a. Collaboration: Takes the initiative to provide information, advice, and recommendations to the Council on matters that are non-routine and not administrative in nature.						
b. Documentation: Reports produced by the City Manager are accurate, comprehensive, concise and written to their intended audience.						
c. Transparency: Produces and handles reports in a way to convey the message that City operations are open to public scrutiny.						
d. Counseling: Applies an appropriate level of supervision to improve any areas of substandard performance.						
e. Development: Promotes training and development opportunities for employees at all levels of the organization.						
f. Empowerment: Encourages department directors to make decisions within their areas of responsibility with minimal City Manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff.						
g. Interpersonal Relationships: Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the City Manager's office.						
h. Performance: Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback.						
i. Teamwork: Encourages teamwork, innovation, and effective problem-solving among the staff members.						
j. Supervisory: Directs and supervises the administration of all departments, offices and agencies of the City, except as otherwise directed by the charter.						
k. Delegation: Delegates responsibility & work effectively. Holds staff accountable for results.						
l. Goal Setting: Sets realistic and challenging goals for self and staff.						
m. Motivation/Support: Encourages and supports career development of staff. Motivates staff to attain individual potential.						
n. Role model: Sets example for others to follow. Serves as positive role model.						
o. Vision: Displays foresight, imagination, and vision and demonstrate reasonable risk-taking where rewards may be great.						
p. Strategic Thinking: Displays strategic thinking.						
q. Time Management: Adheres to priorities and deadlines; completes work within scheduled time frames. Ensures adequate time is allocated to job responsibilities, elected officials, and staff.						

Comments:

Fiscal Year: 2013		Place a mark in the box that applies					
(4) Strategic Goals Accomplishment		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
1. Enhanced Quality of Life							
1.B. Plan and Implement the Harbor Master Plan. QUALITY DEVELOPMENT & REVITALIZATION							
1.B.2. Construct Capt. Royal Melvin Heritage Park and Plaza -interim improvements.							
Status:							
1.B.3. Examine pedestrian crossing and parking needs for construction in Harbor District.							
Status:							
1.B.5. Develop direction and city role for Festive Market Place.							
Status:							
1.B.6.a. Construct Marler Parking Lot.							
Status:							
1.B.6.b. Plan and Install pedestrian crossing at Marler St. and Harbor Blvd.							
Status:							
Rater Comments:							
1.C. Improve Mobility and Connectivity IMPROVED MOBILITY & CONNECTIVITY							
1.C.1. Capital projects in 2013 - transit stops, Bike Parking Plan, Hutchinson St. bike lane, sidewalks.							
Status:							

Rater Comments:

Exhibit B-5

Fiscal Year: 2013		Place a mark in the box that a					
(4) Strategic Goals Accomplishment (cont')		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
1.D. Plan and implement transportation corridor development to ease access for City residents IMPROVED MOBILITY.							
1.D1. Determine alignment and preliminary cost estimates for Beach to Benning connection (to include Harbor Blvd./Stahlman intersection).							
Status:							
Rater Comments:							

1.E. Improve and expand the City's library, parks and recreational services. EXPANDED COMMUNITY AMENITIES.							
1.E.1 Increase young adults' usage of library services.							
Status:							
1.E.1.a. Expand meeting space in library.							
Status:							
1.E.2. Increase youth and senior participation in recreational services.							
Status:							
1.E.3. Develop Management Plan for Norriego Point Recreation Area.							
Status:							
1.E.4. Develop Sports Tourism Expansion Plan.							
Status:							

Rater Comments:

Fiscal Year: 2013		Place a mark in the box that applies					
(4) Strategic Goals Accomplishment (cont')		1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
1.F. Enhance opportunities for economic diversity within the City. QUALITY DEVELOPMENT & REVITALIZATION							
1.F.1. Develop Economic Development Element of Comprehensive Plan. (to encourage development opportunities to increase tax base).							
Status:							
1.F.2. Develop Plan to alleviate deficit funding in Town Center CRA.							
Status:							
1.F.3. Determine direction of Tier III Development Projects and all Comp. Plan Elements' revision.							
Status:							
1.F.4. Evaluate Tax Abatement Program.							
Status:							
Rater Comments:							

2. Preservation of Heritage and Environment. WORLD CLASS BEACH AND FISHING							
2.A. Identify & seek approval to obtain property or develop easements that provide boating/water access for the public.							
2.A.2. Identify sites for acquisition and other projects for funding and seek/secure grants.							
Status:							
2.A.4. Re-evaluate regulatory/Comp Plan/LDC to maximize potential for public access to waterways thru development & redevelopment.							

Status:
Rater Comments:

Exhibit B-7

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
2.B. Implement a stormwater management plan that maintains water quality in support of our fishing and tourism industries.						
2.B.1.a. Destin Harbor Water Quality Improvements - Fisherman's Wharf Outfall.						
Status:						
2.B.2. Prepare Needs Assessment of Citywide Stormwater Drainage and Water Quality Issues.						
Status:						
2.B.3. Evaluate and adopt Flood Plain Management Ordinance.						
Status:						
Rater Comments:						

2.C. Work toward restoration of all Destin Beaches						
2.C.1. Promote adoption of East Pass Inlet Management Plan.						
Status:						
2.C.2. Construction of beach restoration project from R-17 to R-23.8, Destin's western beaches.						

Status:
Rater Comments:

Exhibit B-8

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
2.D. Restore Norriego Point.						
2.D.2. Permanent armoring of Norriego Point.	☐	☐	☐	☐	☐	☐
Status:						
Rater Comments:						

2.E. Establish Management of Destin Harbor.						
2.E.1. Prepare comprehensive report of issues and agency role analysis and recommendations for a City Harbormaster.	☐	☐	☐	☐	☐	☐
Status:						
2.E.2. Seek 5-Year Permit from USACE for harbor dredging.	☐	☐	☐	☐	☐	☐
Status:						
Rater Comments:						

3. Service Excellence. FINANCIALLY SOUND CITY PROVIDING SERVICE VALUE
3.A. Create and maintain strategies for revenue growth, expenditure monitoring, and long term financing options.

3.A.6. Develop long-range financial plan.						
Status:						
3.A.7. Develop and implement an investment plan for unreserved funds.						
Status:						

Exhibit B-9

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
3.A.8. Analyze Recreation Fees cost recovery for fee schedule development.						
Status:						
Rater Comments:						

3.B. Develop programs to enhance organizational development and excellence.						
3.B.2. Update and externally administer the customer & employee climate satisfaction surveys.						
Status:						
3.B.3. Plan and implement external business and visitor surveys.						
Status:						
3.B.4. Revise development process to streamline requirements and time frame for small scale development while assuring quality development.						
Status:						

3.B.5. Implement quality improvement initiatives of the Workforce, Knowledge Mgt., Customer Service, Leadership, Sr. Leadership, Home teams. Scorecard System.						
Status:						
3.B.7. Attract, develop and retain qualified employees to serve the needs of the organization and community.						
Status:						

Exhibit B-10

Fiscal Year: 2013	Place a mark in the box that applies.					
(4) Strategic Goals Accomplishment (cont')	1 - Unsatisfactory	2 - Needs Improvement	3 - Meets Expectations	4 - Exceeds Expectations	5 - Clearly Outstanding	Resources Needed
3.B.9.a. Implement Clean City Initiatives.						
Status:						
3.B.10. Structure a sustainable training program and options for employee and organizational development.						
Status:						
3.B.11. Optimize knowledge management capabilities of intranet and software.						
Status:						
3.B.12. Engage, train, and recognize citizen volunteers.						
Status:						

Rater Comments:

3.C. Analyze, measure, and improve key processes to enhance organizational excellence.							
3.C.3. Establish improved enforcement processes based on sound regulations to ensure quality of life enhancement. Civil Citation authority.							
Status:							
3.C.4. Implement a comprehensive communications plan to address citywide public education and marketing needs.							
Status:							
Rater Comments:							

Exhibit B-11

Weaknesses, Strengths, and Performance Objectives

Weaknesses: What areas of the City Manager's performance do you feel most needs improvement? Do you have any suggestions for improvements in these areas?

Strengths: What do you feel are some of the City Manager's strongest attributes and finest accomplishments in the last twelve (12) months?

Opportunities & Recommendations for Improvement: List those you would like to offer.

Signed _____ Date _____
(City Council Member)

Acknowledged (Without) (With) Comments

Signed _____
(City Manager)

Date _____

City Manager Comments:

Exhibit B-12



CITY OF DESTIN

CITY MANAGER INTERIM PERFORMANCE FEEDBACK

CITY MANAGER:

MID YEAR DATE:

PURPOSE: Interim Performance Feedback (conducted near the mid-point of evaluation cycle)

The City Manager is **on-track** in meeting performance objectives.

(Councilmember's Initials)

Or,

The City Manager is **not on-track** in meeting performance objectives.

(Councilmember's Initials)

(Specific criteria for each category below can be found on the CM performance evaluation form)

UNSATISFACTORY 1	NEEDS IMPROVEMENT 2	MEETS EXPECTATIONS 3	EXCEEDS EXPECTATIONS 4	CLEARLY OUTSTANDING 5	NOT OBSERVED N/O
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(1) PROFESSIONAL SKILLS:

1 2 3 4 5 N/O

Comments:

(2) COMMUNICATION SKILLS:

1 2 3 4 5 N/O

Comments:

1	2	3	4	5	N/O
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[illegible]

Date _____

Date _____

[illegible]