

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

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

CALL TO ORDER

*** INVOCATION**

PLEDGE OF ALLEGIANCE

INAUGURATION OF INCOMING CITY COUNCIL MEMBER BOBBY WAGNER

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. PROCLAMATIONS / RECOGNITIONS / SPECIAL / ** PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 2. PUBLIC COMMENTS (Section 5 - Public Hearings have separate public comments time for these items)**

(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)

3. *CONSENT AGENDA**

- A. Resolution 21-18 Financial Institution Signature Authority
- B. Single-Family Residential Marine Construction Proposed at 3943 Indian Trail
- C. Repair of Storm Sewer and Pavement on Mountain Drive (behind Taco Bell)
- D. Proposed Bert Harris Settlement Agreement for 633 Gulf Shore Drive
- E. Approval of minutes of November 15, 2021 Regular City Council Meeting
- F. Approval of minutes of October 18, 2021 Regular City Council Meeting
- G. Draft Committee/Board minutes
- H. 3TP Ventures, Inc. Renewal of Contract

4. CITY MANAGER REPORTS

- A. Increase Public Parking at Norriego Point Park
- B. Resolution 21-16 - Amendment to Exhibit A Flowchart. Aligning the Strategic Planning, Budgeting and City Manager Evaluation Process
- C. Volunteer Committee/Board Appointments
- D. Announcements

5. PUBLIC HEARINGS

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

- A. Councilmember Braden
- B. Councilmember Wagner
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
- I. Land Use Attorney
 - 1. Bert Harris Claim - 3465 Scenic Hwy 98
 - 2. Bert Harris Claim - 3486 Scenic Hwy 98
- J. City Attorney
 - 1. Council representative to the Emerald Coast Regional Council

7. PUBLIC COMMENTS

8. ADJOURNMENT

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

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

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

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

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

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

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

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

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

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Resolution

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Webb Warren, Deputy City Manager

DATE: November 15, 2021

SUBJECT: Resolution 21-18 Financial Institution Signature Authority

I. BACKGROUND: The last financial institution signature authorization resolution was approved in August of 2020. Council member changes require an updated resolution.

II. DISCUSSION: With this resolution, we change the Mayor Pro Tem from Prebble Ramswell to Dewey Destin. All other signatories remain the same. This resolution reinforces our dual signature rules for opening accounts with financial institutions while also allowing Ms. Strickland to enhance the cash management services provided by Trustmark, like fraud alerts and setting up dual controls for internal and external cash transfers.

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

B. Effect on Budget (EOB): No effect on budget.

C. Level of Service (LOS): To improve safety and security of City assets.

III. CONCLUSION: Staff recommend adopting Resolution 2021-18 to update signature authority and to designate the Finance Director as the Authorized Representative on behalf of the City before financial institutions.

IV. RECOMMENDED MOTION: I move to approve Resolution 2021-18.

Attachments:

1. Resolution 2021-18 Financial

Institution Signatories

RESOLUTION 2021-18

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF DESTIN AUTHORIZING CERTAIN
FINANCIAL INSTITUTIONS TO AMEND
SIGNATURE AUTHORIZATION FOR ALL
PRESENT AND FUTURE FINANCIAL ACCOUNTS
WITH THE CITY OF DESTIN, FLORIDA; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Destin deposits and invests the funds of the City on a regular basis with financial institutions and the State Board of Administration; and

WHEREAS, the City of Destin maintains several separate accounts within each financial institution; and

WHEREAS, whenever there is a change in the status of these accounts, it will be necessary for all authorized persons to execute individual signature cards for each separate account;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin that:

Section 1. Financial Institutions with which the City currently does and in the future will do business with are hereby authorized and directed to amend their current records on file for the City of Destin, Florida and to accept the signatory authorizations listed below in lieu thereof.

Lance Johnson, City Manager

Krystal Strickland, Finance Director

Gary Jarvis, Mayor

Dewey Destin, Mayor Pro Tem

Reynaldo Bailey, City Clerk

W. Webb Warren, Deputy City Manager

Section 2. Two (2) signatures are required as authorized by the City Council for all present and future accounts. This authorization includes any loans made in the name of the City of Destin from time to time while this Resolution is in effect; and

Section 3. That said financial institutions are hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person, signing and/or countersigning said checks, drafts, notes or orders are deposited to the individual credit of the person so signing and/ or countersigning said checks, drafts, notes or orders, or the individual credit of any of the officers or not; and

Section 4. Account Representative. Be it further resolved that the Financial Director for the City of Destin, Florida is designated as the account representative for all above referenced accounts.

Section 5. Effective Date. This Resolution shall become effective on August 3, 2020 and continue and remain in full force and effect until written notice to the contrary is duly served on said bank.

SO, DONE THIS 6th DAY OF DECEMBER 2021
By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: December 6, 2021
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Action Item
OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: November 23, 2021

SUBJECT: Single-Family Residential Marine Construction Proposed at 3943 Indian Trail

I. BACKGROUND: The contractor has submitted a permit for construction of a single-family dock with one (1) 4' x 150' access pier, one (1) 4' x 44' feet access walk, one (1) 8' x 72' access walk, one (1) 16' x 44' covered boatlift, one (1) 1' x 79' roof overhang, two (2) personal watercraft lifts, comprising ±2,291 square feet.

The applicant requests City Council approve the proposed single-family marine construction project located at 3943 Indian Trail, located within Choctawhatchee Bay, a Class II Florida Waterbody.

II. DISCUSSION: The proposed marine construction project meets the requirements of **Article 11.05.00**, City of Destin Land Development Code, in addition to including the required 25-foot riparian setback. It is worth noting that there were inconsistencies between the drawings that were approved by the Florida Department of Environmental Protection (FDEP) and the plans that were submitted to the United States Corps of Engineers (USACE). However, on November 23, the applicant addressed this discrepancy by submitting the revised drawings approved by the United States Corps of Engineers (USACE), now aligning with the Florida Department of Environmental Protection (FDEP) approval. Also, the parcel (PARCEL ID: 00-2S-22-0000-0001-000S) did not have a recorded address. This parcel has now been addressed as 3943 Indian Trail Drive.

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-1.1.3: Protect Coastal and Estuarine Environmental Quality and the Shoreline.

- A. **Link to Strategic Goals / Objectives:** 1) Enhance Quality of Life
2) Enhance and Preserve Heritage and Environment.
- B. **Effect on Budget (EOB):** There is no anticipated effect on the budget.
- C. **Level of Service (LOS):** N/A

III. CONCLUSION: The contractor provided a Florida Department of Environmental Protection (FDEP), Permit No. 0395628-001-EI/46. City staff reviewed the application and determined that the plans comply with City Codes and regulations, provided the previously mentioned inconsistencies. Specifically, the proposed dock complies with *Article 11.05.01.M., City of Destin Land Development Code*, and the Coastal Management Element of the City's Comprehensive Plan (*Coastal Management Element Policy 6-1.1.3*).

RECOMMENDATION:

Staff recommends approval of the proposed Single-Family Marine Construction project at 3943 Indian Trail, consisting of one access pier, two access walks, one covered boatlift, one roof overhang, and two personal watercraft lifts, comprising ±2,291 square feet, subject to the applicant meeting all applicable City permit requirements, and with the condition that the applicant provide the City with approval from USACE at the time of building permit application.

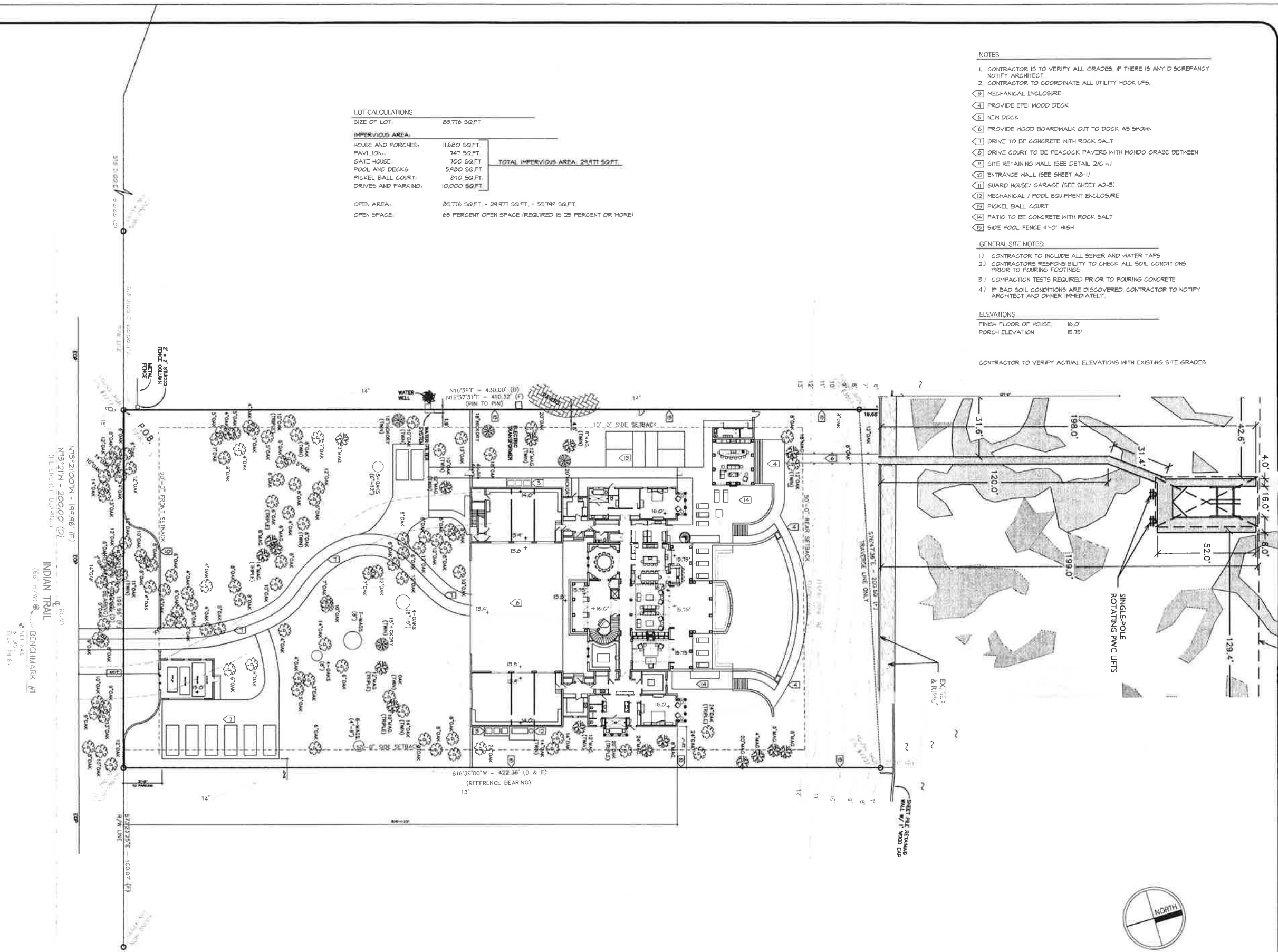
At a public hearing held at the regularly scheduled Harbor and Waterways Board meeting on November 22, 2021, the Harbor and Waterways Board recommended the City Council approve proposed Single-Family Residential Marine Construction at 3943 Indian Trail subject to the applicant meeting all applicable City permit requirements and with the following condition:

The applicant provides the City with approval from USACE at the time of building permit application

IV. RECOMMENDED MOTION: I move that the City Council approve the Proposed Single-Family Residential Marine Construction project located at 3943 Indian Trail, subject to the applicant meeting all applicable City permit requirements.

Attachments:

- 1. A. Overall Site Plan
- 2. B. Proposed Permit Drawings
- 3. C. FDEP Permit
- 4. D. USACE dock permit



LOT CALCULATIONS		
SIZE OF LOT:	85,716 SQ.FT.	
IMPERVIOUS AREA:		
HOUSE AND PORCHES:	11,680 SQ.FT.	TOTAL IMPERVIOUS AREA: 29,971 SQ.FT.
PAVILION:	747 SQ.FT.	
GATE HOUSE:	700 SQ.FT.	
POOL AND DECKS:	5,980 SQ.FT.	
PICKEL BALL COURT:	870 SQ.FT.	
DRIVES AND PARKING:	10,000 SQ.FT.	
OPEN AREA:	85,716 SQ.FT. - 29,971 SQ.FT. = 55,749 SQ.FT.	
OPEN SPACE:	65 PERCENT OPEN SPACE (REQUIRED IS 25 PERCENT OR MORE)	

- NOTES
1. CONTRACTOR IS TO VERIFY ALL GRADES. IF THERE IS ANY DISCREPANCY NOTIFY ARCHITECT.
 2. CONTRACTOR TO COORDINATE ALL UTILITY HOOK UPS.
 3. MECHANICAL ENCLOSURE
 4. PROVIDE EPEL WOOD DECK
 5. NEW DOCK
 6. PROVIDE WOOD BOARDWALK OUT TO DOCK AS SHOWN
 7. DRIVE TO BE CONCRETE WITH ROCK SALT
 8. DRIVE COURT TO BE PEACOCK PAVERS WITH MONDO GRASS BETWEEN
 9. SITE RETAINING WALL (SEE DETAIL 2(C)-1)
 10. ENTRANCE MALL (SEE SHEET A8-1)
 11. GUARD HOUSE/ GARAGE (SEE SHEET A2-3)
 12. MECHANICAL / POOL EQUIPMENT ENCLOSURE
 13. PICKEL BALL COURT
 14. PATIO TO BE CONCRETE WITH ROCK SALT
 15. SIDE POOL FENCE 4'-0" HIGH

- GENERAL SITE NOTES:
- 1) CONTRACTOR TO INCLUDE ALL SEWER AND WATER TAPS
 - 2) CONTRACTORS RESPONSIBILITY TO CHECK ALL SOIL CONDITIONS PRIOR TO POURING FOOTINGS
 - 3) COMPACTION TESTS REQUIRED PRIOR TO POURING CONCRETE
 - 4) IF BAD SOIL CONDITIONS ARE DISCOVERED, CONTRACTOR TO NOTIFY ARCHITECT AND OWNER IMMEDIATELY.

ELEVATIONS	
FINISH FLOOR OF HOUSE	16.0'
PORCH ELEVATION	15.75'

CONTRACTOR TO VERIFY ACTUAL ELEVATIONS WITH EXISTING SITE GRADES



ARCHISCAPES
ARCHITECTURE
INTERIOR DESIGN
PLANNING
GRAPHIC DESIGN

TEL:
1-850-835-0404
FAX:
1-850-835-0410
WEB PAGE
ARCHISCAPES.COM



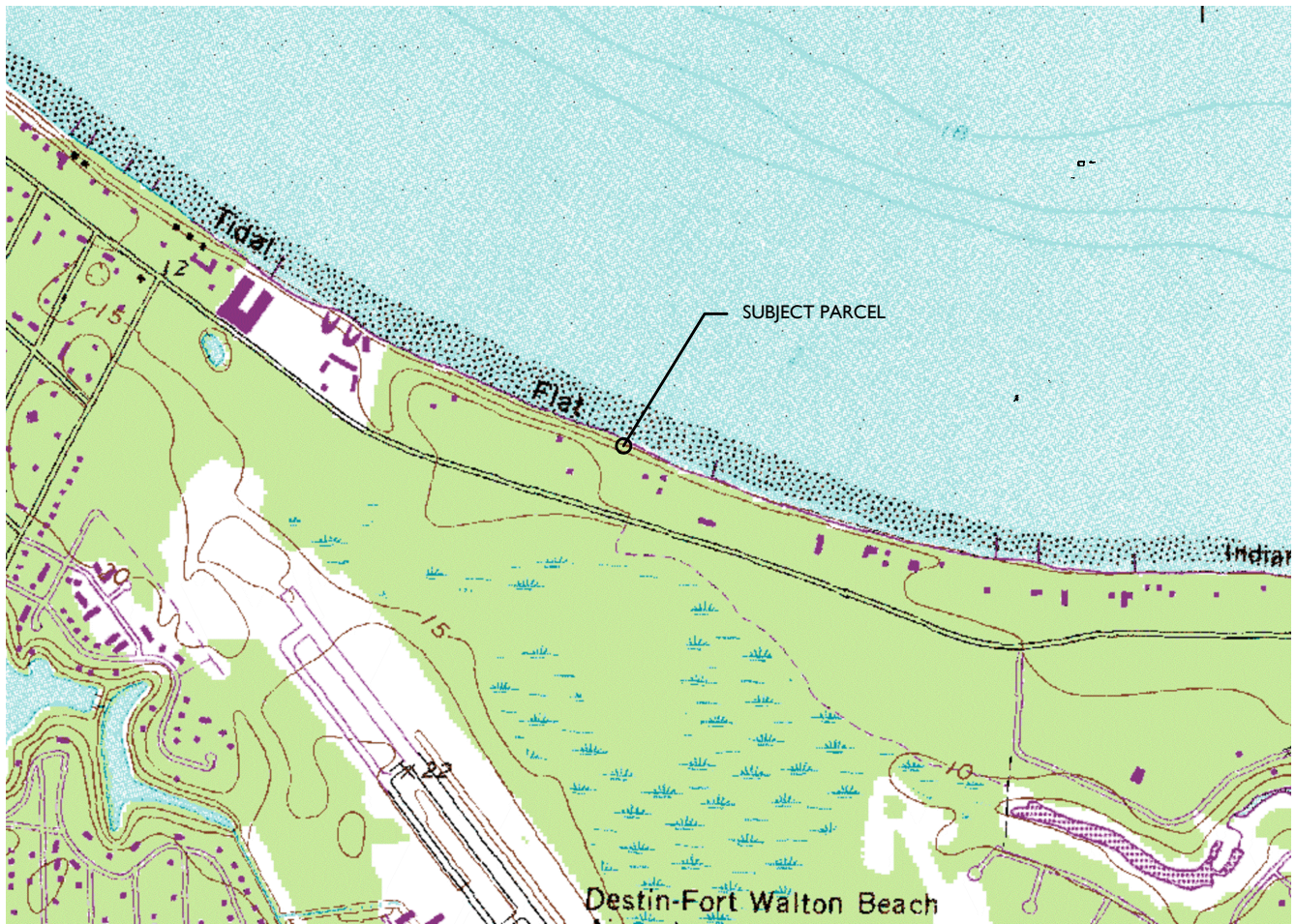
ARCHITECT SEAL

ISSUE:
CONSTRUCTION
DATE:
NOVEMBER, 2019
REVISED
XX
PROJECT#:
A1838
ARCHITECT
CHRIS STOYLES
DRAWN BY:
CHRIS STOYLES

SHEET TITLE
• NEW
SITE PLAN

DESTIN CUSTOM HOME BUILDERS
3943 INDIAN TRAIL
DESTIN, FLORIDA

C1-1



PROPERTY INFO

PID: 00-2S-22-0000-0001-000S
 SITUS: 3943 INDIAN TRAIL DRIVE
 DESTIN, FL 32541
 LAT: 30.408447
 LONG: -86.469814

RECORD OWNER

DESTIN CUSTOM HOME BUILDERS
 4471 LEGENDARY DR
 DESTIN, FL 32541

INDEX OF SHEETS

- 1- SITE LOCATION & SHEET INDEX
- 2-PLAN VIEW DEPICTED ONTO AERIAL
- 3-OVERALL PLAN VIEW
- 4-CLOSE-UP PLAN VIEW OF TERMINAL STRUCTURES
- 5-DOCK PROFILE (TYP.)
- 6-DOCK SECTIONS (TYP.)

PROJECT NAME: 3943 INDIAN TRAIL, BOS

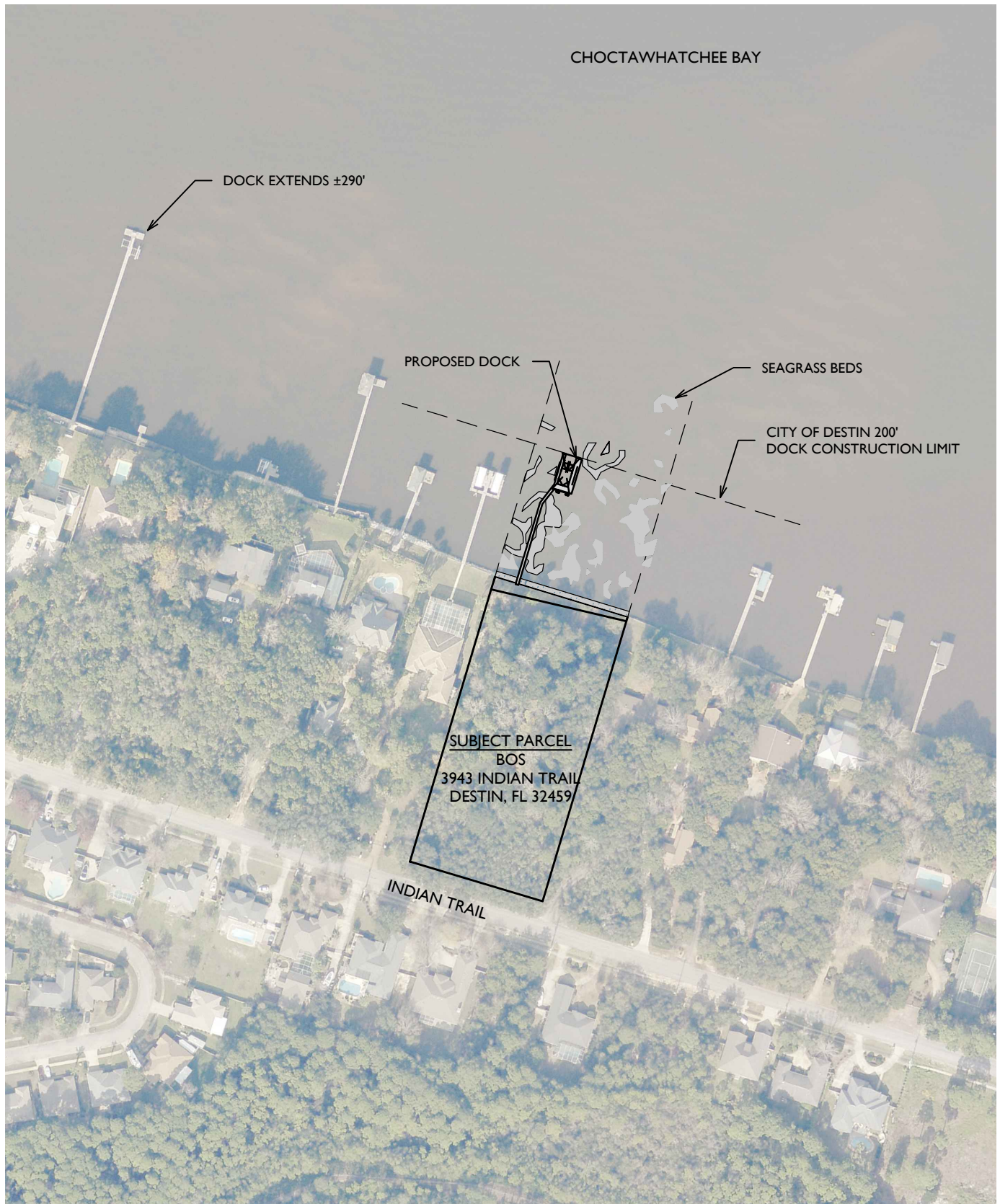
SITE LOCATION MAP & SHEET INDEX

PROJECT NO.: 20-062

DRAWN BY: JAT DATE: 4/9/21

SHEET: 1 OF 6





PROJECT NAME: 3943 INDIAN TRAIL, BOS

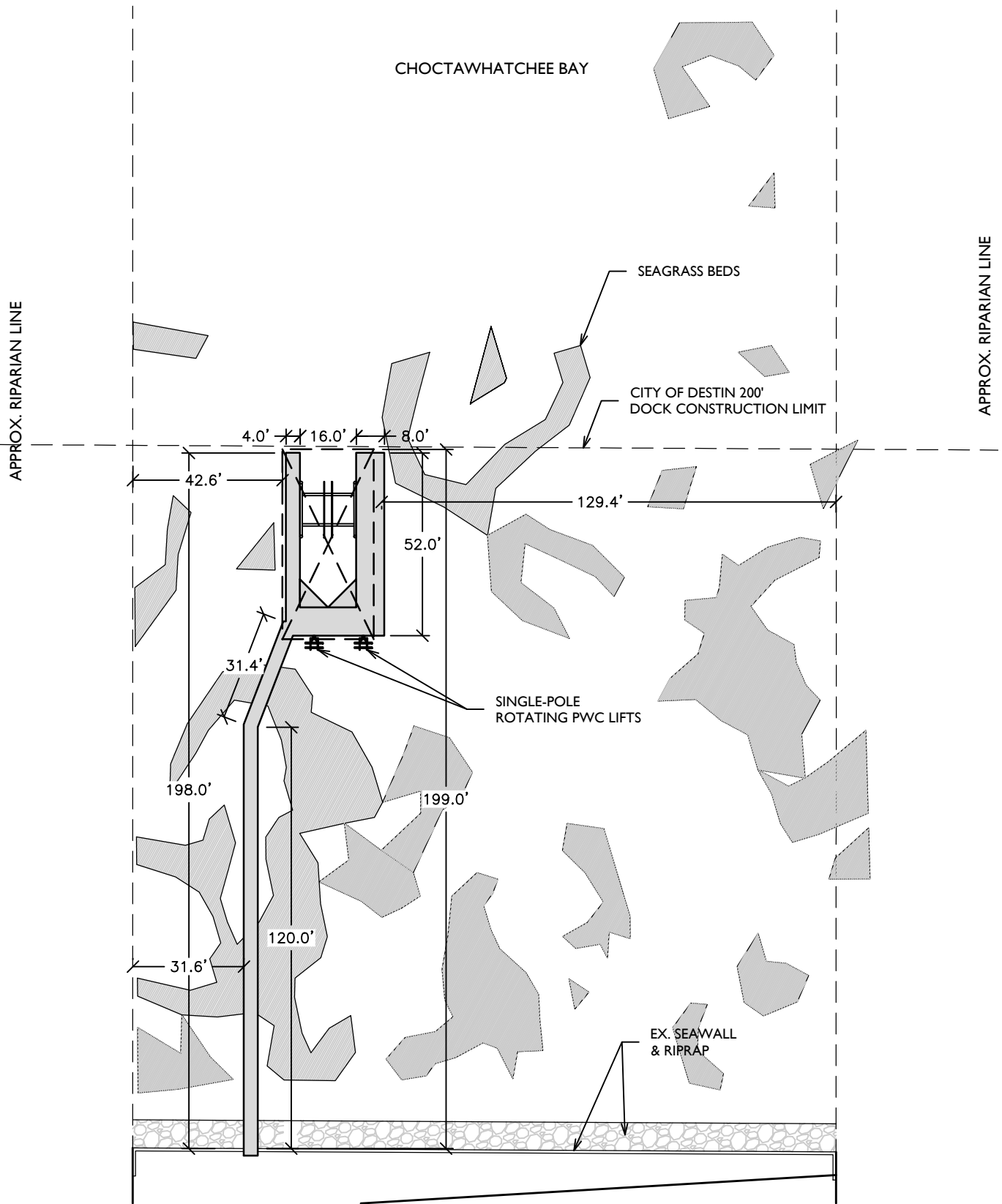
PLAN VIEW DEPICTED ONTO AERIAL

PROJECT NO.: 20-062

DRAWN BY: JAT DATE: 4/21/21

SHEET: 2 OF 6





PROJECT NAME: 3943 INDIAN TRAIL, BOS

PLAN VIEW DOCK

PROJECT NO.: 20-062

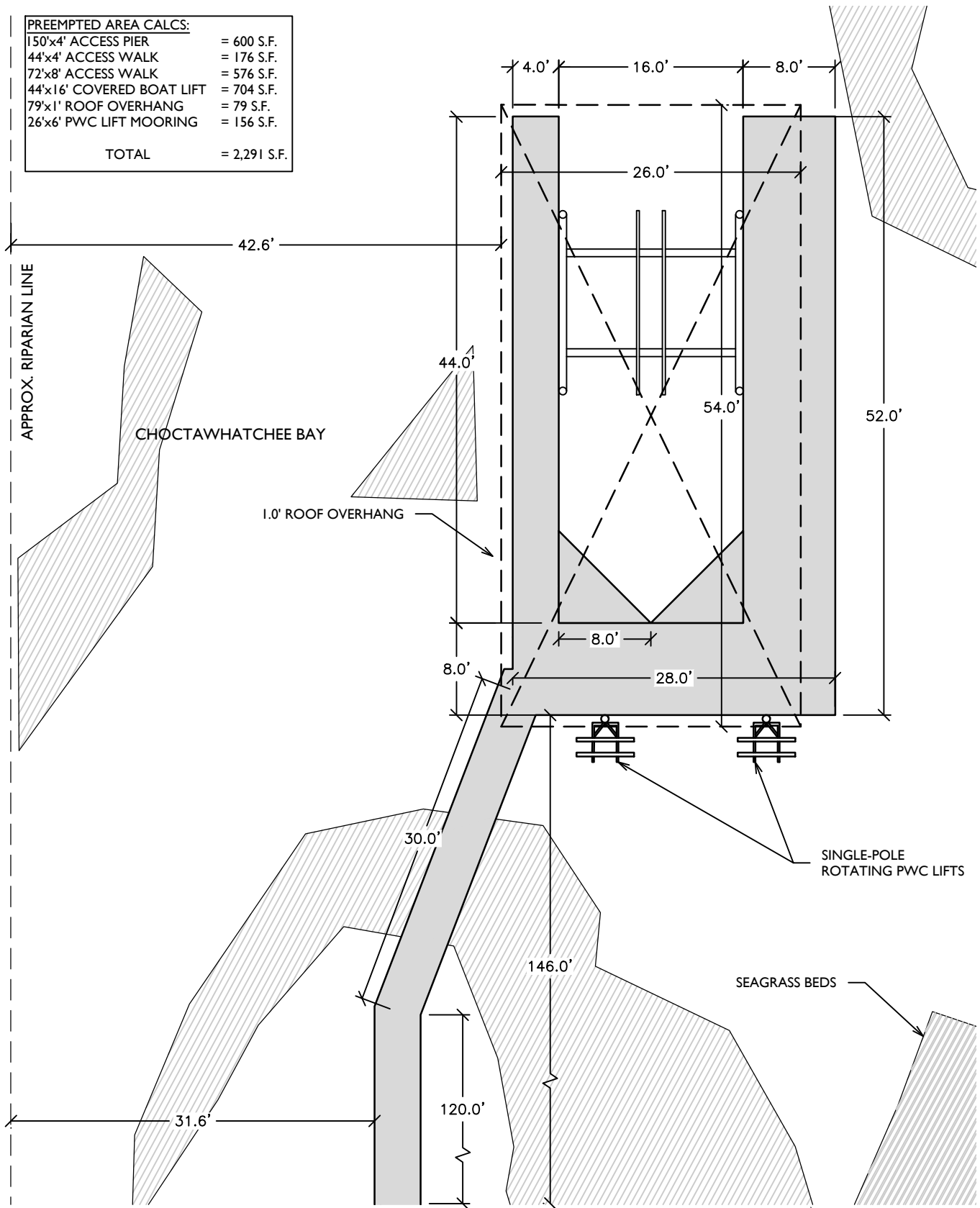
DRAWN BY: JAT

DATE: 4/21/21

SHEET: 3 OF 6



PREEMPTED AREA CALCS:	
150'x4' ACCESS PIER	= 600 S.F.
44'x4' ACCESS WALK	= 176 S.F.
72'x8' ACCESS WALK	= 576 S.F.
44'x16' COVERED BOAT LIFT	= 704 S.F.
79'x1' ROOF OVERHANG	= 79 S.F.
26'x6' PWC LIFT MOORING	= 156 S.F.
TOTAL	= 2,291 S.F.



PROJECT NAME: 3943 INDIAN TRAIL, BOS

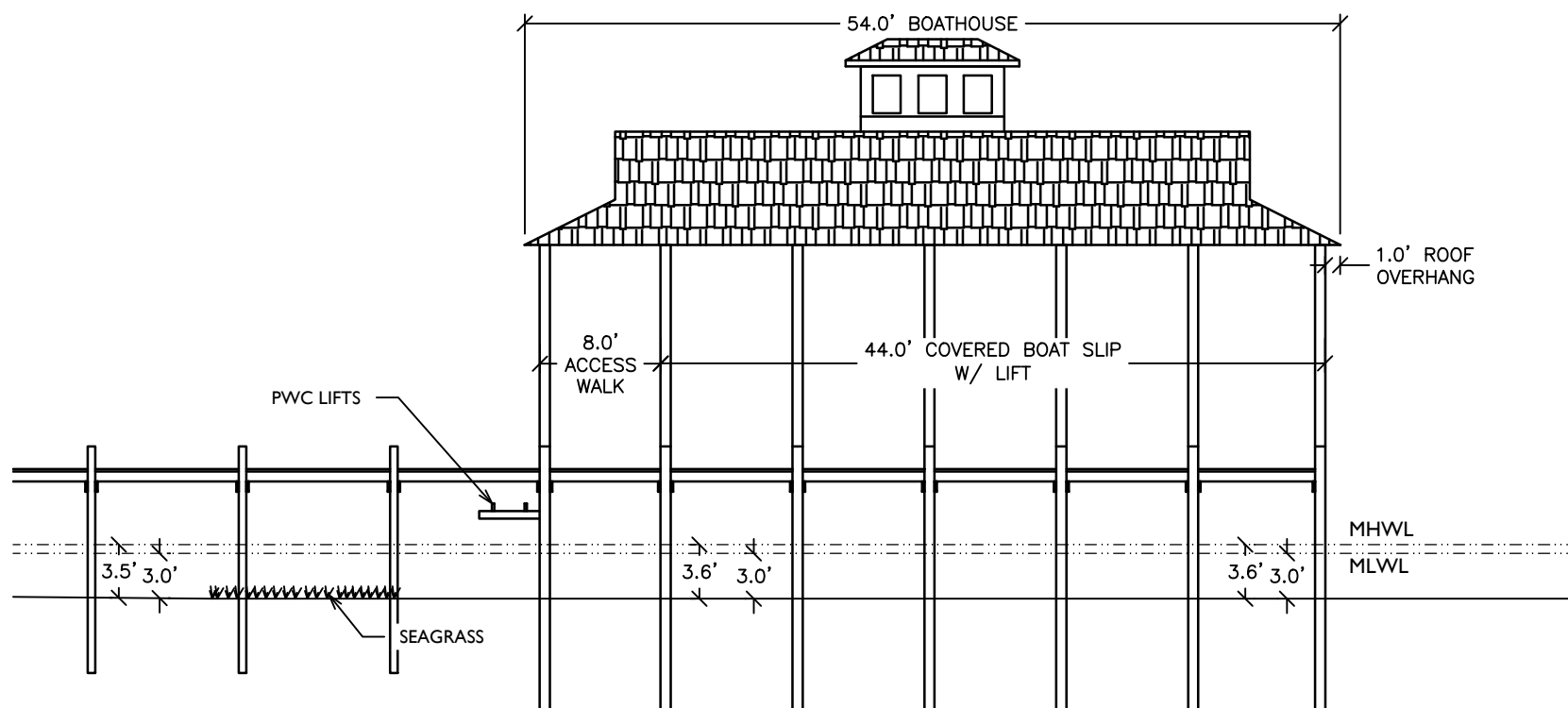
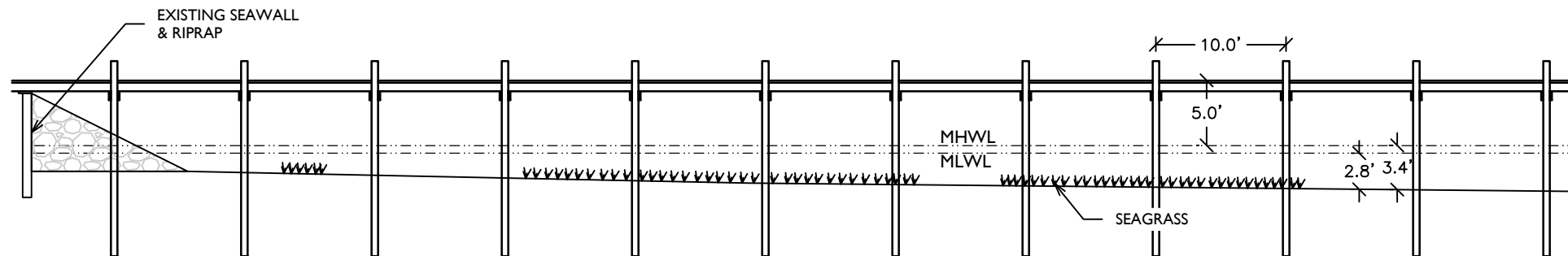
PLAN VIEW TERMINAL STRUCTURE

PROJECT NO.: 20-062

DRAWN BY: JAT DATE: 4/21/21

SHEET: 4 OF 6





PROJECT NAME: 3943 INDIAN TRAIL, BOS

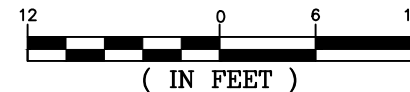
DOCK PROFILE (TYPICAL)

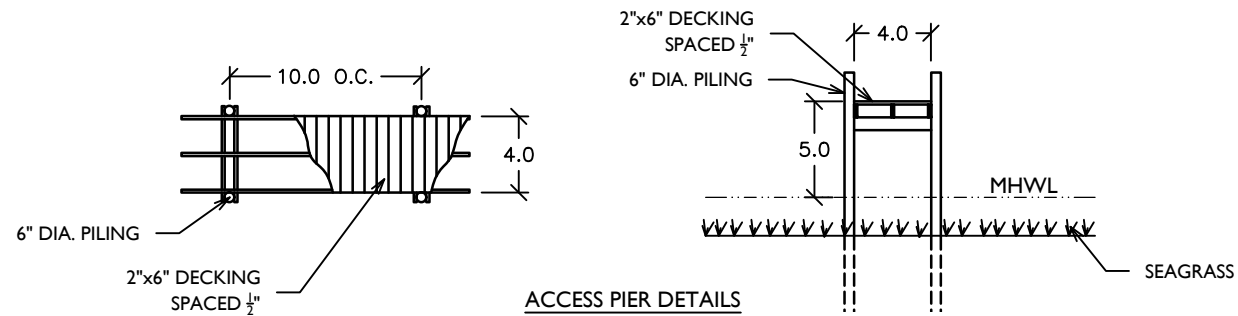
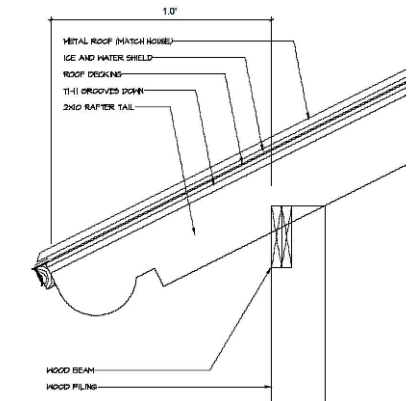
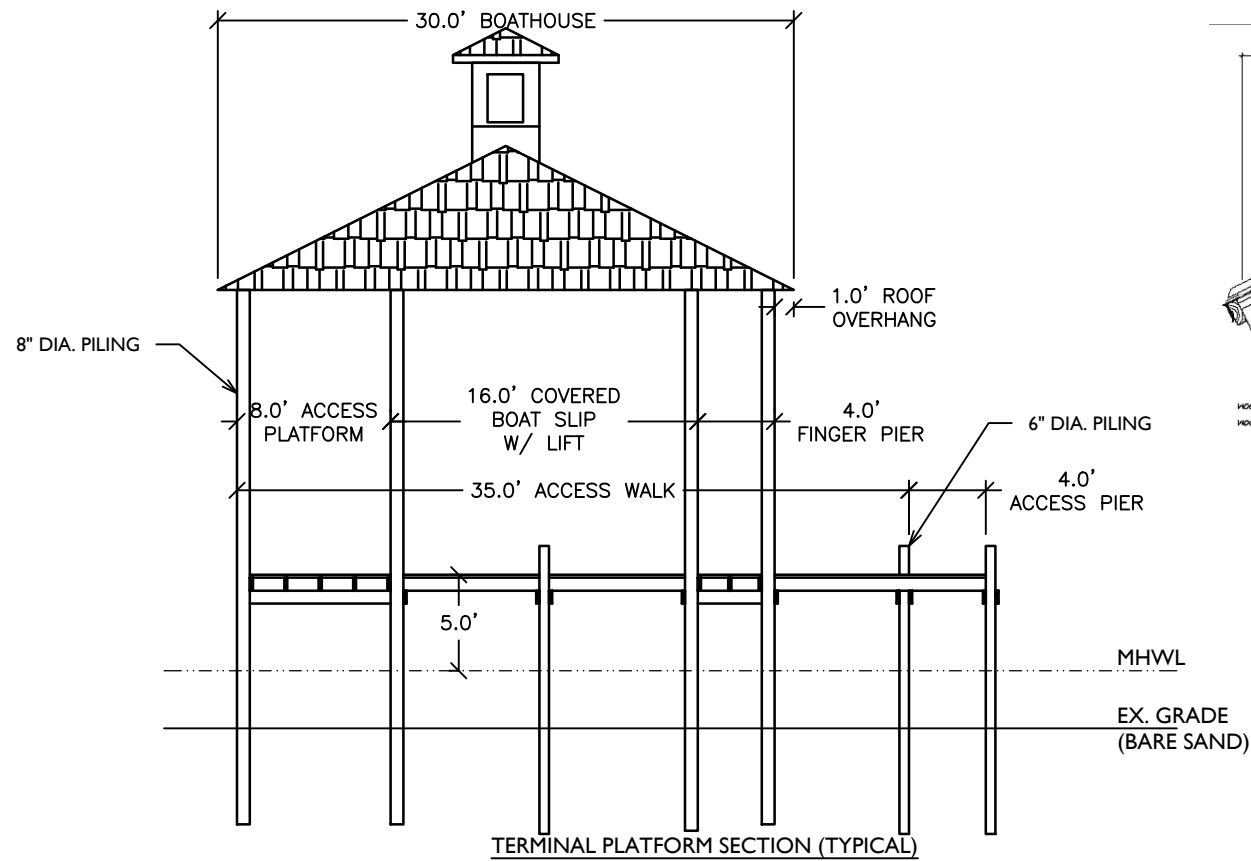
PROJECT NO.: 20-062

DRAWN BY: JAT

DATE: 2/23/21

SHEET: 5 OF 6





PROJECT NAME: 3943 INDIAN TRAIL, BOS

DOCK SECTIONS (TYPICAL)

PROJECT NO.: 20-062

DRAWN BY: JAT

DATE: 2/23/21

SHEET: 6 OF 6





FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Permittee/Authorized Entity:

Destin Custom Home Builders, LLC
c/o Peter Bos
4471 Legendary Drive
Destin, Florida 32541, Okaloosa County
pbos@legendaryinc.com

Bos Dock

Authorized Agent:

Jason Taylor
1225 Oakview Road
Decatur, Georgia 30030
Oakhurstenvironmental@gmail.com

Environmental Resource Permit

State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization –Not Included

Okaloosa County
Permit No.: 0395628-001-EI/46

Permit Issuance Date: May 20, 2021

Permit Construction Phase Expiration Date: May 20, 2026

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Destin Custom Home Builders, LLC.
Permit No: 0395628-001-EI/46

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 3943 Indian Trail Dr., Destin, Florida 32541, Parcel ID 00-2S-22-0000-0001-000S, in Section 00, Township 02 South, Range 22 West in Okaloosa County, at 30°24'28.63" North Latitude, 86°28'12.07" West Longitude.

PROJECT DESCRIPTION

The permittee is authorized construct a single-family dock within Choctawhatchee Bay, a Class II Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the construction of a 150 feet by 4 feet access pier, a 44 feet by 4 feet access walk, a 72 feet by 8 feet access walk, a 44 feet by 16 feet covered boatlift, a 79 feet by 1 foot roof overhang, and two Personal Watercraft lifts, comprising 2,291 square feet of preemption of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Bos Dock

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), F.A.C. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Federal Review – SPGP NOT APPROVED

As of December 22, 2020, Florida has assumed authority to administer the dredge and fill permitting program under Section 404 of the federal Clean Water Act within certain waters in the state “assumed waters.” The activity as proposed and outlined in the application and attached drawings has been determined to be located within State 404 assumed waters and is therefore, **not eligible** for authorization pursuant to the State Programmatic General Permit. The activities are not regulated under the State 404 Program.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida’s Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply

with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 West Government Street, Suite #308, Pensacola, Florida 32502.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

4. Best management practices for erosion control shall be implemented and maintained at all times during construction of the replacement wall and new dock to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
5. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU’s above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

6. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.
7. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.
8. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU’s above background:
 - a. Immediately cease all work contributing to the water quality violation.

- b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
 - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.
9. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.
10. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.
11. The following construction sequence shall be adhered to for all piers and docking structures located over wetlands or seagrasses. Structures shall be built progressively, commencing at the shoreline and continuing waterward. No more than three sets of pilings shall be installed at a time. The decking will then be installed on those pilings, and the finished decking will be used to transport the remaining tools and materials. No impacts shall occur outside the footprint of the permitted dock and boardwalk.
12. Pilings within wetlands shall be spaced at least ten feet apart and shall be installed by vibrating, pounding or hand-auguring them in place. Jetting of pilings within wetland areas shall be prohibited.
13. To protect benthic and wetland resources when present, the elevation of the decking shall be a minimum of 5 feet above wetland grade and/or Mean High Water Line and shall have a minimum of 1/2-inch spacing between deck planks.
14. Watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring, prop dredging or damage to submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel and the top of any submerged resources or submerged bottom.
15. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.
16. The permittee shall install and maintain reflective markers and lighted aids to navigation on both waterward corners of the structure. The reflective markers and lighted aids to navigation shall be maintained for the life of the facility.

SPECIFIC CONDITIONS – OTHER LISTED SPECIES

17. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

18. Overboard or through hull discharges of trash, human or animal waste, gray water, or fuel shall not occur at the docking facility.

19. To protect benthic and wetland resources when present, the elevation of the decking shall be maintained at a minimum of five feet above mean high for the life of the facility. There shall be a minimum of 1/2-inch spacing between deck planks maintained for the life of the facility.

20. All future authorized replacement pilings for support of the docking structures shall be spaced at least ten feet apart and shall be installed by vibrating, pounding or hand-auguring them in place. Jetting of pilings within wetland or seagrass areas shall be prohibited.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control*

Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
- b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;

- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions, which are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant to Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Jacob Hullett at the letterhead address, at (850)595-0638, or at Jacob.Hullett@FloridaDEP.gov

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen
Permitting Program Administrator

KA:jh

Attachment:

Project Drawings and Design Specs., 6 pages

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kimberly R. Allen, DEP, Kim.Allen@FloridaDEP.gov
Jennifer Waltrip, DEP, Jennifer.Waltrip@FloridaDEP.gov
Department of Community Affairs, Ray.Eubanks@deo.myflorida.com,
DCPPermits@deo.myflorida.com
Okaloosa County, mmartinez@co.okaloosa.fl.us, jautrey@co.okaloosa.fl.us
sbitterman@co.okaloosa.fl.us, propertyappraiser@okaloosapa.com, planning@cityofdestin.com

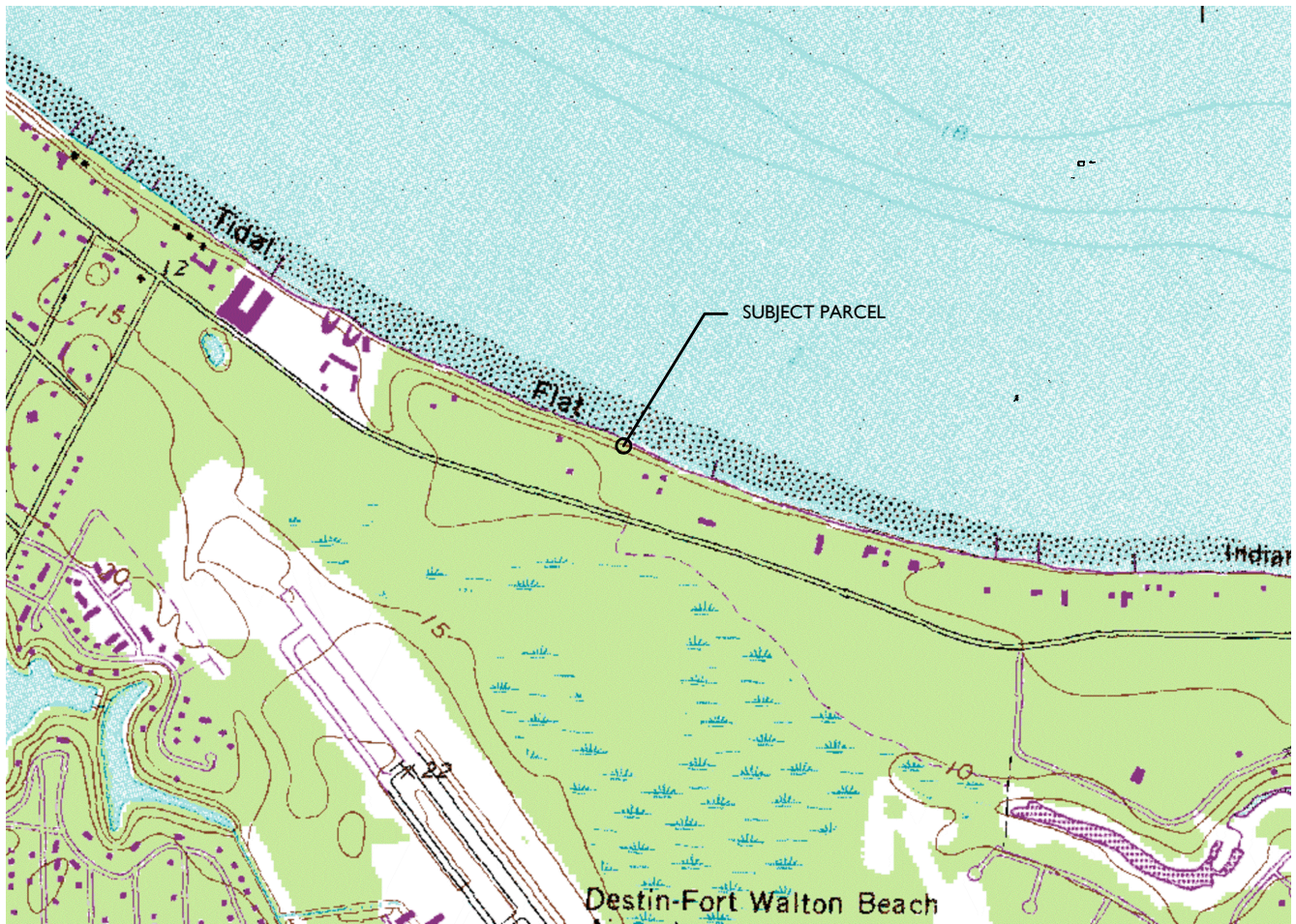
FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

May 20, 2021
Date



PROPERTY INFO

PID: 00-2S-22-0000-0001-000S
 SITUS: 3943 INDIAN TRAIL DRIVE
 DESTIN, FL 32541
 LAT: 30.408447
 LONG: -86.469814

RECORD OWNER

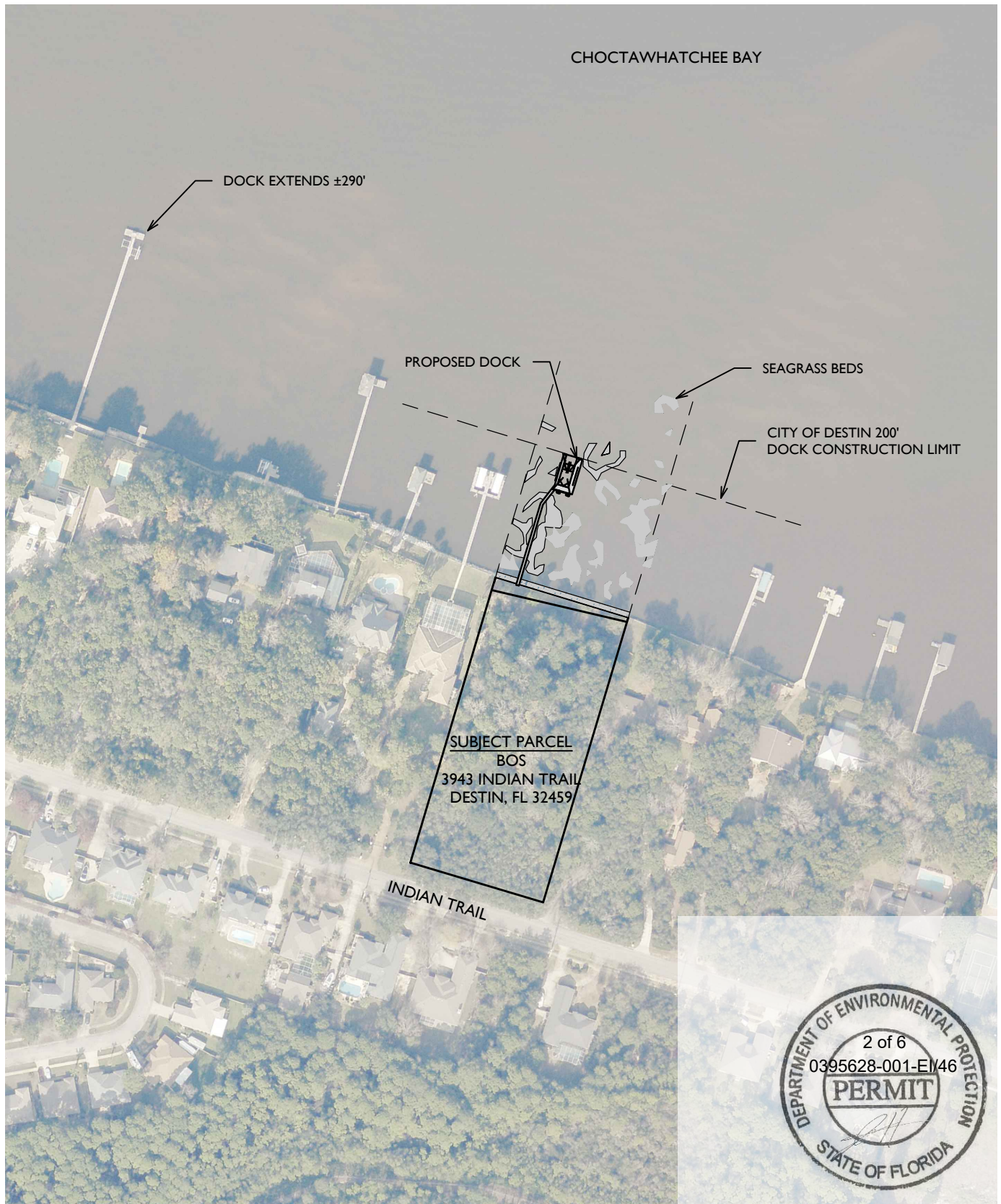
DESTIN CUSTOM HOME BUILDERS
 4471 LEGENDARY DR
 DESTIN, FL 32541

INDEX OF SHEETS

- 1- SITE LOCATION & SHEET INDEX
- 2-PLAN VIEW DEPICTED ONTO AERIAL
- 3-OVERALL PLAN VIEW
- 4-CLOSE-UP PLAN VIEW OF TERMINAL STRUCTURES
- 5-DOCK PROFILE (TYP.)
- 6-DOCK SECTIONS (TYP.)



PROJECT NAME: 3943 INDIAN TRAIL, BOS	
SITE LOCATION MAP & SHEET INDEX	
PROJECT NO.: 20-062	
DRAWN BY: JAT	DATE: 4/9/21
SHEET: 1 OF 6	



PROJECT NAME: 3943 INDIAN TRAIL, BOS

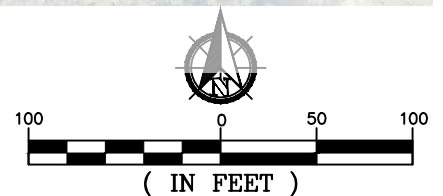
PLAN VIEW DEPICTED ONTO AERIAL

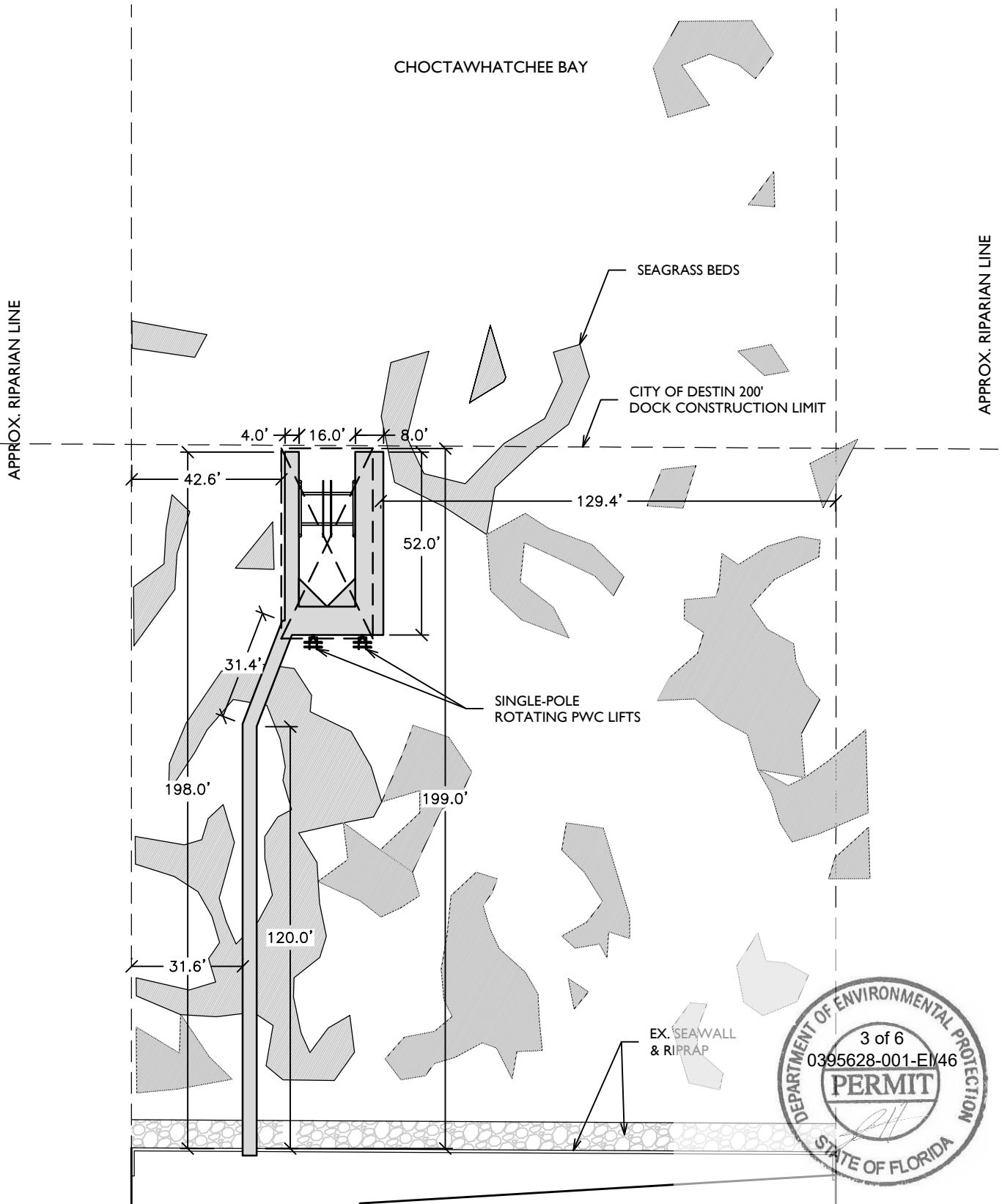
PROJECT NO.: 20-062

DRAWN BY: JAT

DATE: 4/21/21

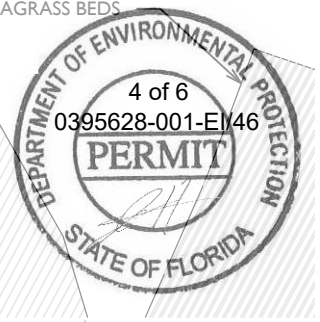
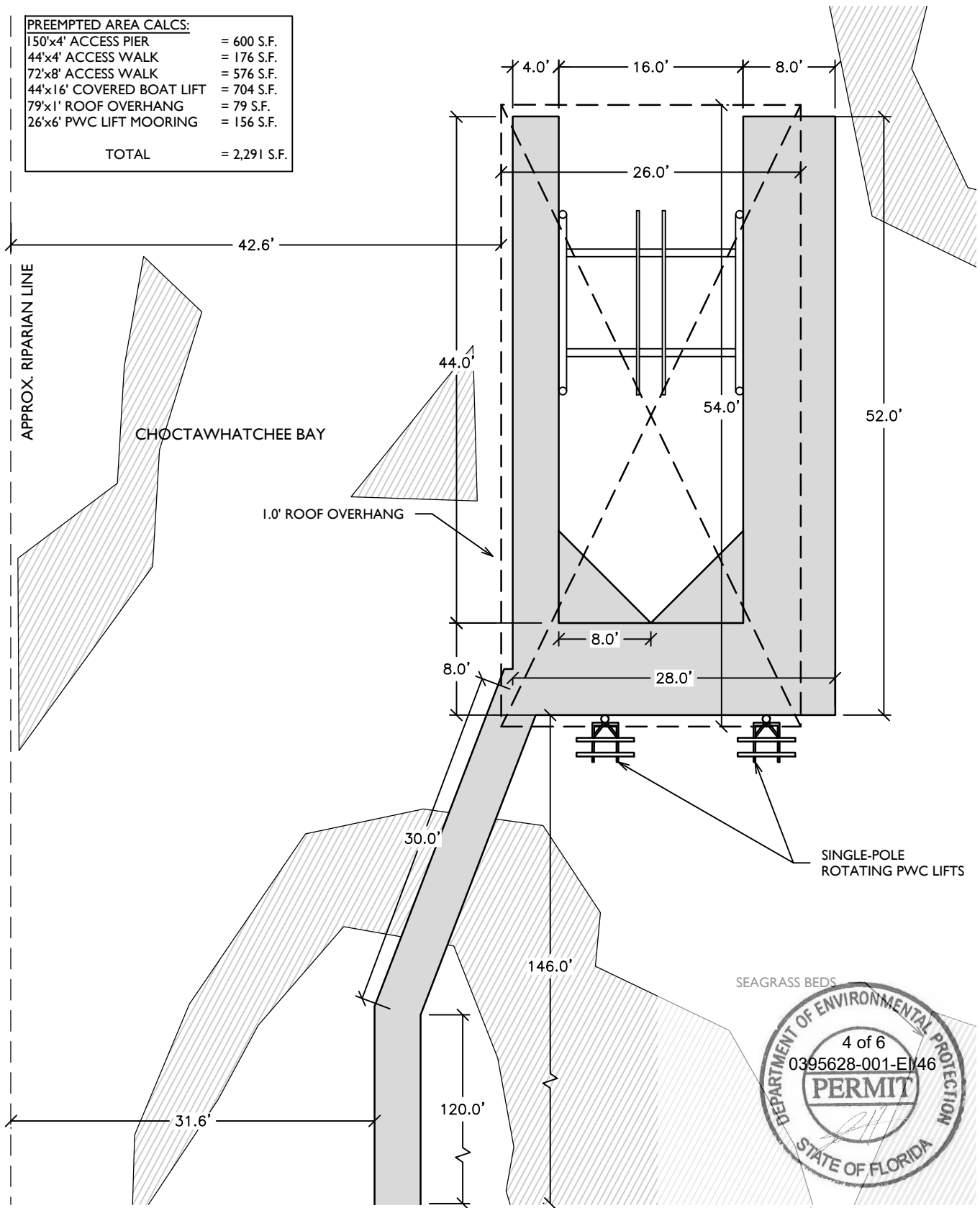
SHEET: 2 OF 6





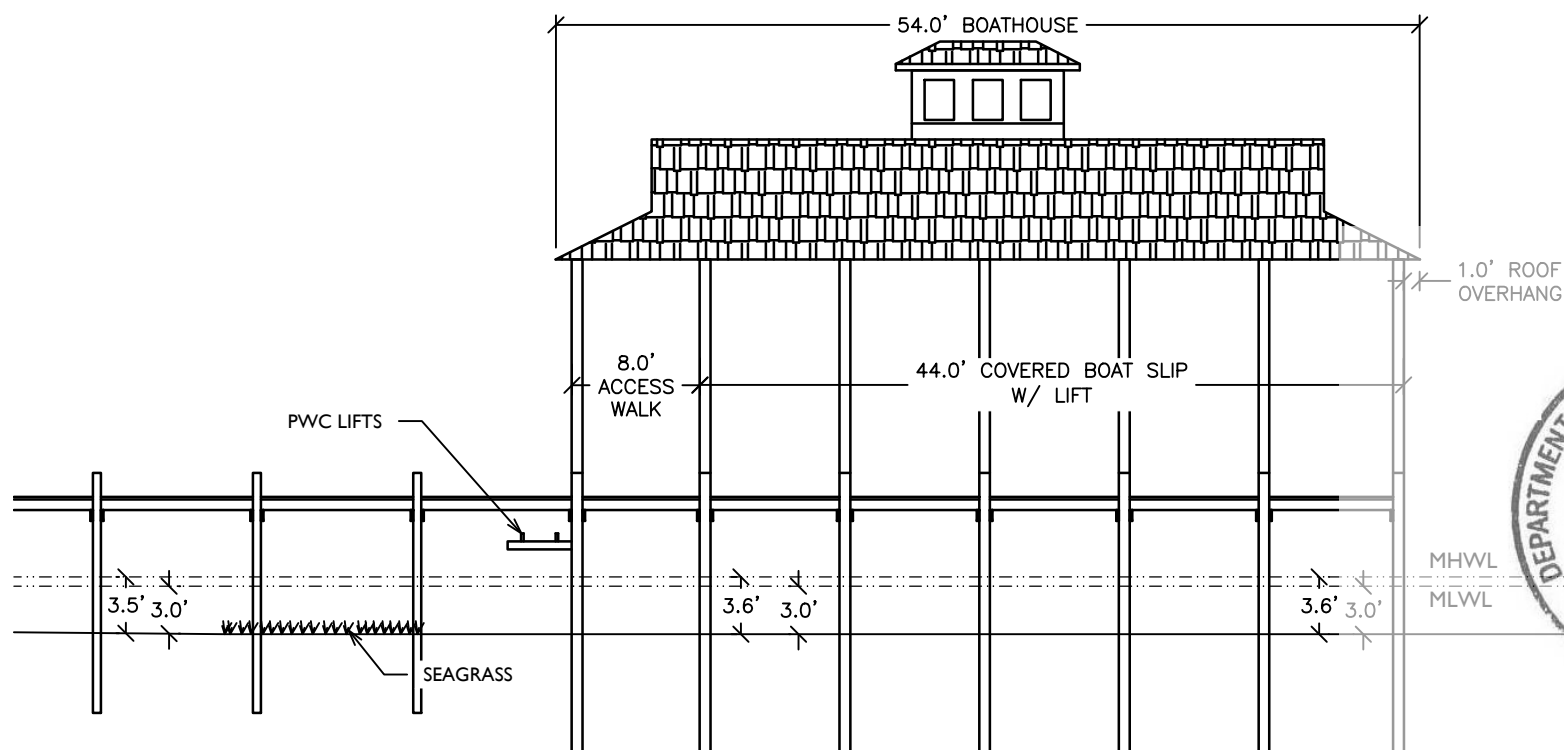
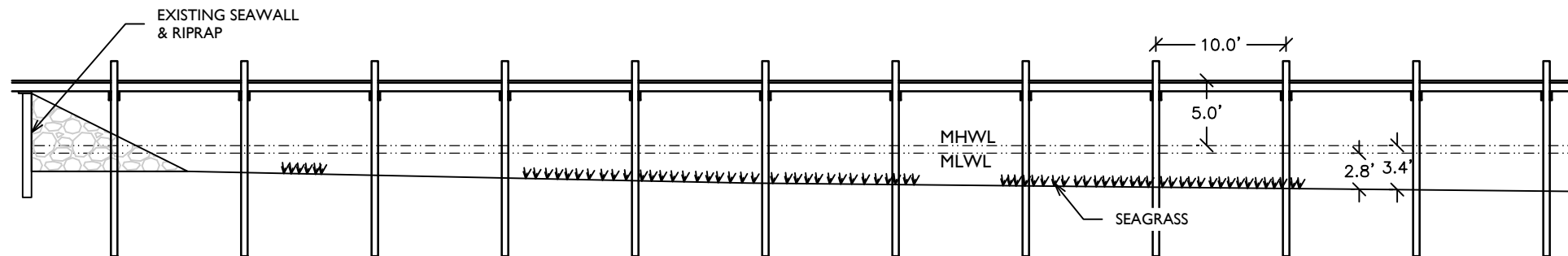
PROJECT NAME: 3943 INDIAN TRAIL, BOS	
PLAN VIEW DOCK	
PROJECT NO.: 20-062	
DRAWN BY: JAT	DATE: 4/21/21
SHEET: 3 OF 6	

PREEMPTED AREA CALCS:	
150'x4' ACCESS PIER	= 600 S.F.
44'x4' ACCESS WALK	= 176 S.F.
72'x8' ACCESS WALK	= 576 S.F.
44'x16' COVERED BOAT LIFT	= 704 S.F.
79'x1' ROOF OVERHANG	= 79 S.F.
26'x6' PWC LIFT MOORING	= 156 S.F.
TOTAL	= 2,291 S.F.



PROJECT NAME: 3943 INDIAN TRAIL, BOS	
PLAN VIEW TERMINAL STRUCTURE	
PROJECT NO.: 20-062	
DRAWN BY: JAT	DATE: 4/21/21
SHEET: 4 OF 6	





PROJECT NAME: 3943 INDIAN TRAIL, BOS

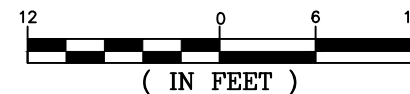
DOCK PROFILE (TYPICAL)

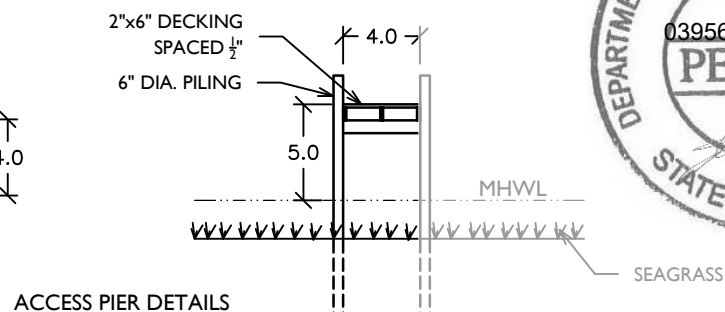
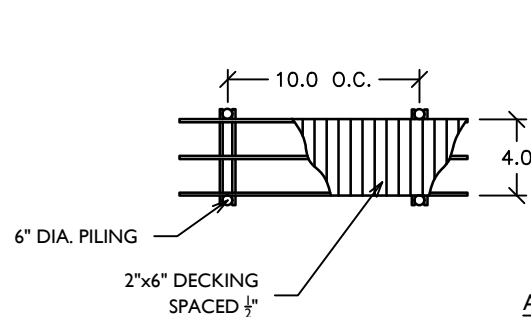
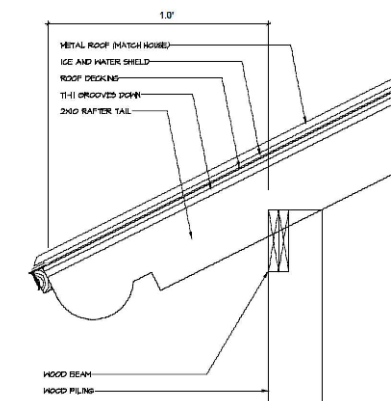
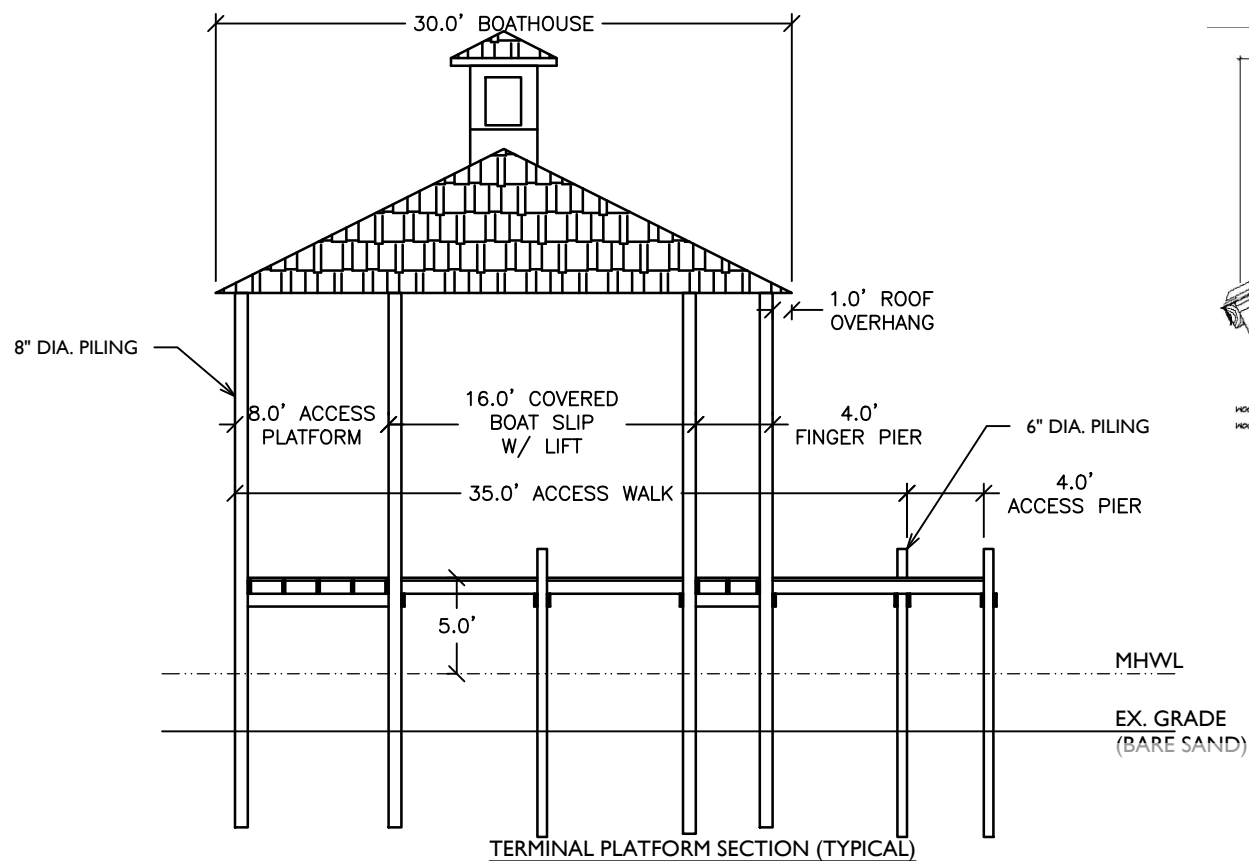
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DRAWN BY: JAT

DATE: 2/23/21

SHEET: 5 OF 6





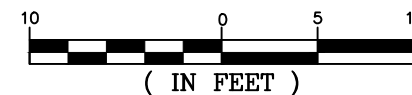
PROJECT NAME: 3943 INDIAN TRAIL, BOS

DOCK SECTIONS (TYPICAL)

PROJECT NO.: 20-062

DRAWN BY: JAT DATE: 2/23/21

SHEET: 6 OF 6





REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
PENSACOLA REGULATORY OFFICE
41 NORTH JEFFERSON STREET, SUITE 301
PENSACOLA, FLORIDA 32502

November 22, 2021

Regulatory Division
North Permits Branch
Pensacola Permits Section
SAJ-2020-04974 (GP-HMM)

Peter Bos
Destin Custom Homebuilders
4471 Legendary Drive
Destin, Florida 32541

Dear Mr. Bos:

Your application for a Department of the Army permit has been assigned number SAJ-2020-04974 (GP-HMM). A review of the information and drawings provided shows the proposed work is to construct a 150-foot by 4-foot access pier, a 54-foot by 26-foot boathouse roof covering a 44-foot by 4-foot finger pier, a 72-foot by 8-foot L-shaped access walkway with two single-pole personal watercraft lifts and two 8-foot by 8-foot triangular corners forming a 44-foot by 16-foot boat slip with boat lift. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The project is located at 3943 Indian Trail, in Choctawhatchee Bay, Latitude 30.408447° North, Longitude 86.469814° West, Section 00, Township 2 South, Range 22 West, in Destin, in Okaloosa County, Florida.

This letter verifies your project, as described above and depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-20 and any subsequent modifications, if applicable. **This RGP authorization is valid until March 27, 2023.** Please access the Corps' Jacksonville District Regulatory Division Source Book webpage to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <http://www.saj.usace.army.mil/Missions/Regulatory.aspx>. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Once there select "Source Book"; and, then select "General Permits." Then you will need to select the specific SAJ permit noted above.

You must comply with ALL the RGP general and special conditions, attached and/or incorporated by reference, and the Project Specific Special Conditions and General Conditions, listed below, or you may be subject to enforcement action.

General Conditions (33 CFR PART 320-330):

1. The time limit for completing the work authorized ends on **March 27, 2023.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
 - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
 - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2020-04974 (GP-HMM), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attached).
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.
6. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the **Pensacola** Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
7. **Dock Construction Guidelines:** The Permittee shall comply with the attached "Dock Construction Guidelines in Florida for Docks or Other Minor Structures Constructed in or over Submerged Aquatic Vegetation, Marsh or Mangrove Habitat – U.S. Army Corps of Engineers/National Marine Fisheries Service – November 2017.
8. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

9. **Manatee Conditions:** The Permittee shall comply with the attached “Standard Manatee Conditions for In-Water Work – 2011”.
10. **Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs):** Structures authorized under this permit must comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at:
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>.

Note - JAXBO may be subject to revision at any time. The most recent version of these conditions must be utilized during the design and construction of the permitted work. In accordance with the Endangered Species Act, and for those projects which do not comply with JAXBO, the Corps will seek individual consultation with the NMFS.

Note - some authorized activities may deviate from the PDCs. In cases, where the activity (i.e., structure dimensions, length, etc.) deviates from the PDCs, the permit drawings shall supersede the PDCs.

For each of the following authorized activities subject of this permit, the permittee shall adhere to the following PDCs, which are attached to, and made part of, this authorization/verification letter:

Activity 2 - Pile-supported Structures: (AP.1-14; A2.1-16; S.2)

11. Cultural Resources/Historic Properties:

- a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States.

To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON>.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this GP verification or have issues accessing the documents reference in this letter, please contact Holly Millsap at the letterhead address above, via telephone at 850-470-9823, or via e-mail at Holly.M.Millsap@usace.army.mil.

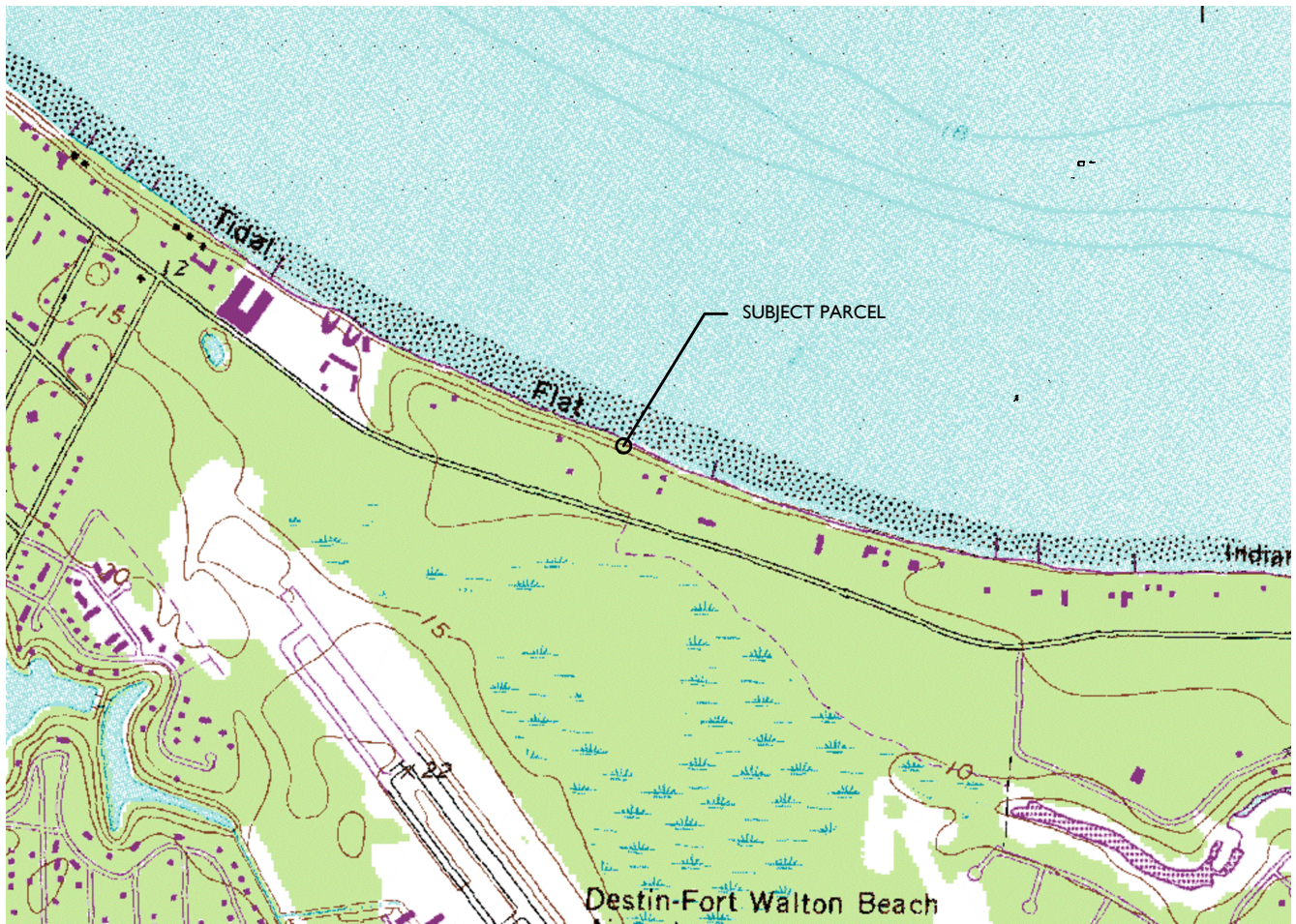
Sincerely,

A handwritten signature in black ink, appearing to read 'Holly Millsap', written over a circular stamp or seal.

Holly Millsap
Project Manager

Enclosures:

CC: Jason Taylor, Oakhurst Consulting, Agent



PROPERTY INFO

PID: 00-2S-22-0000-0001-000S
 SITUS: 3943 INDIAN TRAIL DRIVE
 DESTIN, FL 32541
 LAT: 30.408447
 LONG: -86.469814

RECORD OWNER

DESTIN CUSTOM HOME BUILDERS
 4471 LEGENDARY DR
 DESTIN, FL 32541

INDEX OF SHEETS

- 1- SITE LOCATION & SHEET INDEX
- 2-PLAN VIEW DEPICTED ONTO AERIAL
- 3-OVERALL PLAN VIEW
- 4-CLOSE-UP PLAN VIEW OF TERMINAL STRUCTURES
- 5-DOCK PROFILE (TYP.)
- 6-DOCK SECTIONS (TYP.)

PROJECT NAME: 3943 INDIAN TRAIL, BOS

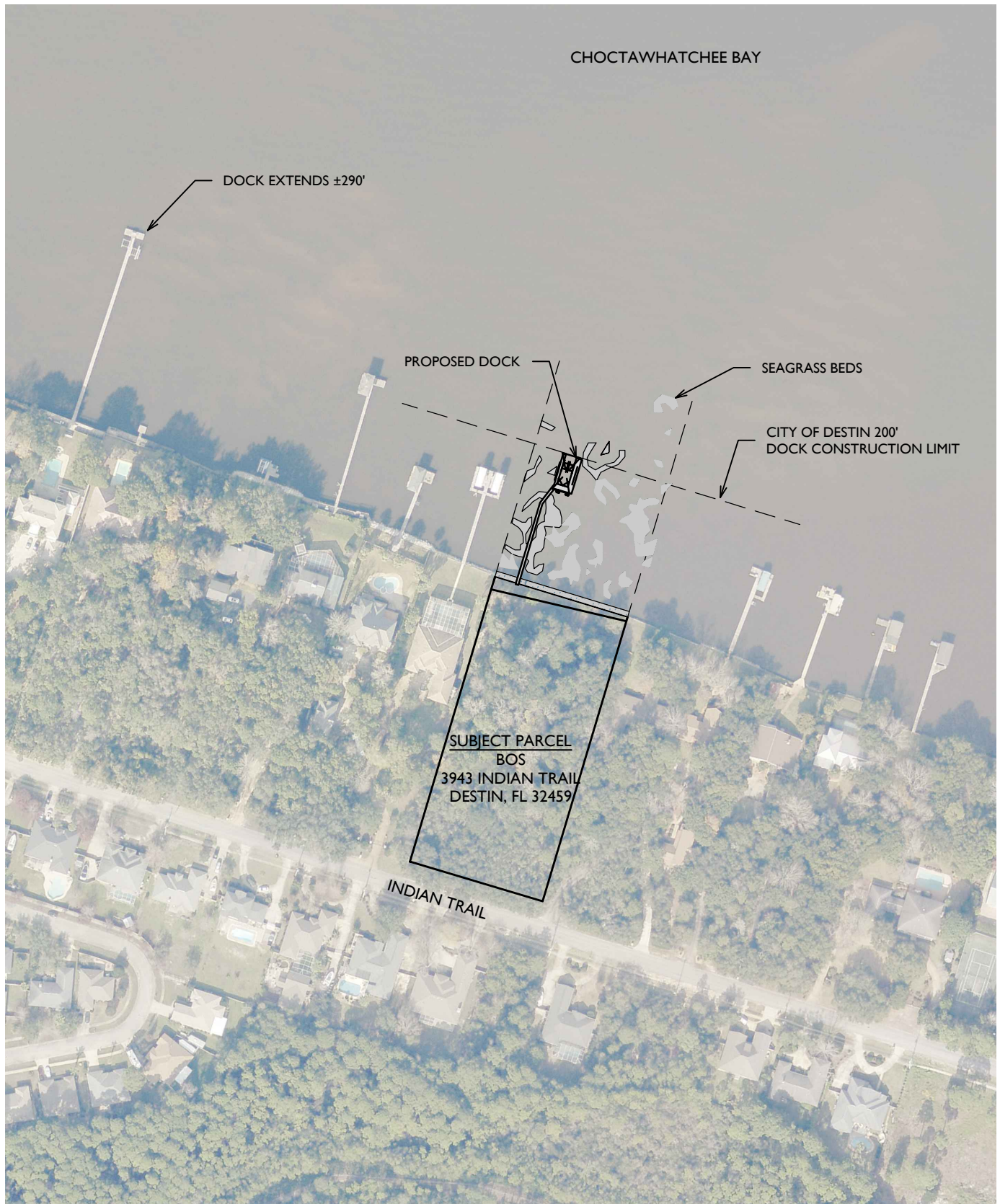
SITE LOCATION MAP & SHEET INDEX

PROJECT NO.: 20-062

DRAWN BY: JAT DATE: 4/9/21

SHEET: 1 OF 6





PROJECT NAME: 3943 INDIAN TRAIL, BOS

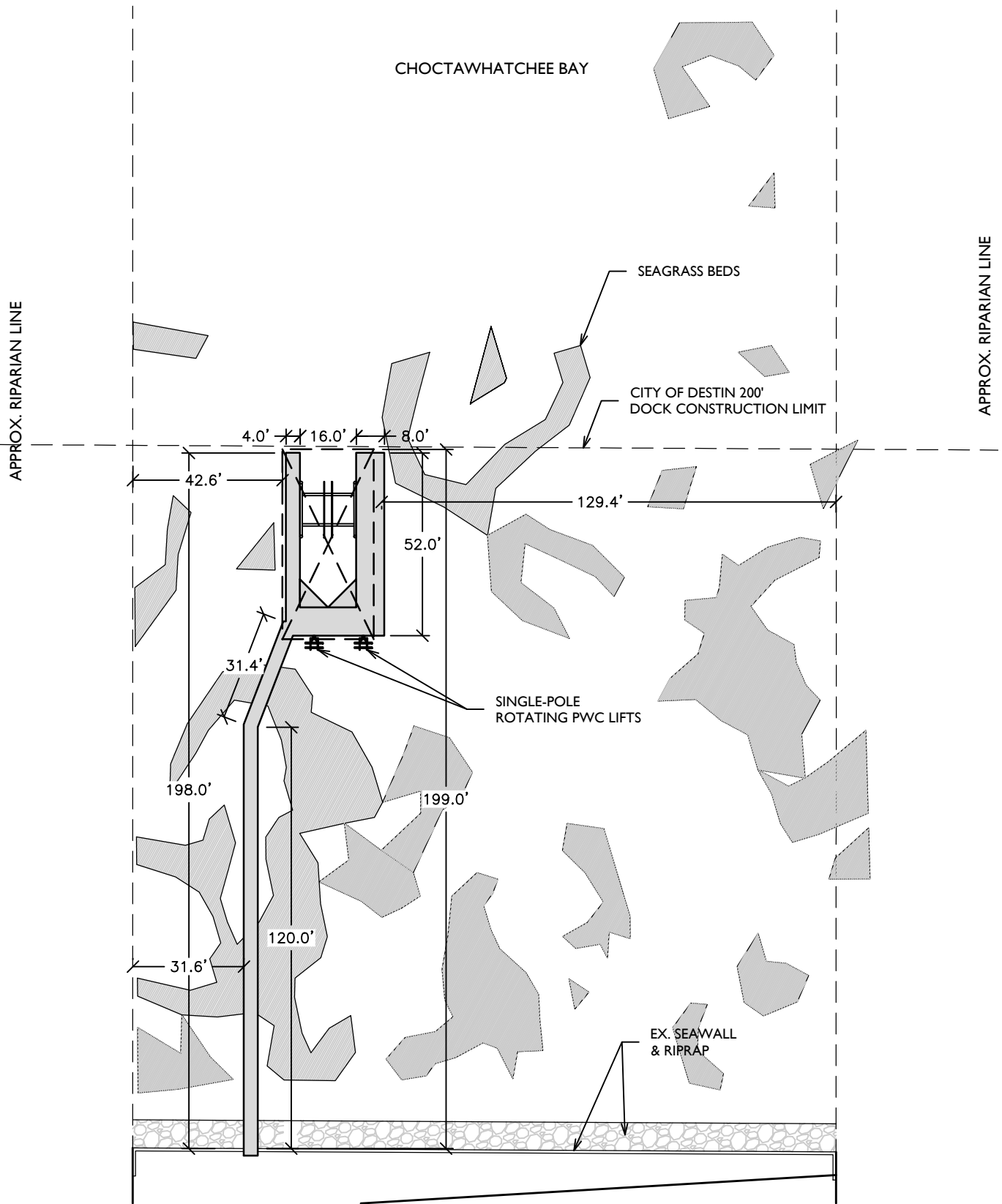
PLAN VIEW DEPICTED ONTO AERIAL

PROJECT NO.: 20-062

DRAWN BY: JAT DATE: 4/21/21

SHEET: 2 OF 6

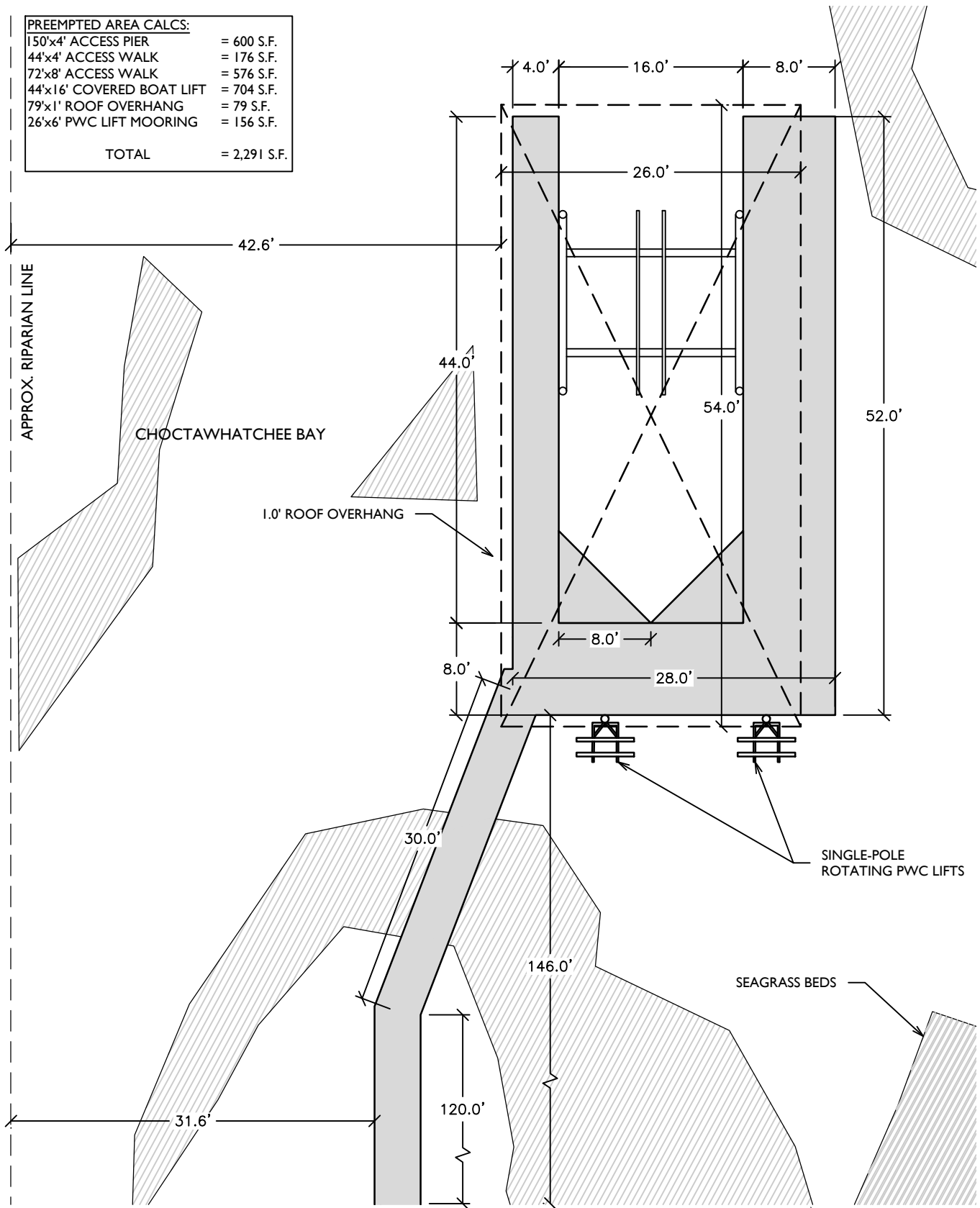




PROJECT NAME: 3943 INDIAN TRAIL, BOS	
PLAN VIEW DOCK	
PROJECT NO.: 20-062	
DRAWN BY: JAT	DATE: 4/21/21
SHEET: 3 OF 6	



PREEMPTED AREA CALCS:	
150'x4' ACCESS PIER	= 600 S.F.
44'x4' ACCESS WALK	= 176 S.F.
72'x8' ACCESS WALK	= 576 S.F.
44'x16' COVERED BOAT LIFT	= 704 S.F.
79'x1' ROOF OVERHANG	= 79 S.F.
26'x6' PWC LIFT MOORING	= 156 S.F.
TOTAL	= 2,291 S.F.



PROJECT NAME: 3943 INDIAN TRAIL, BOS

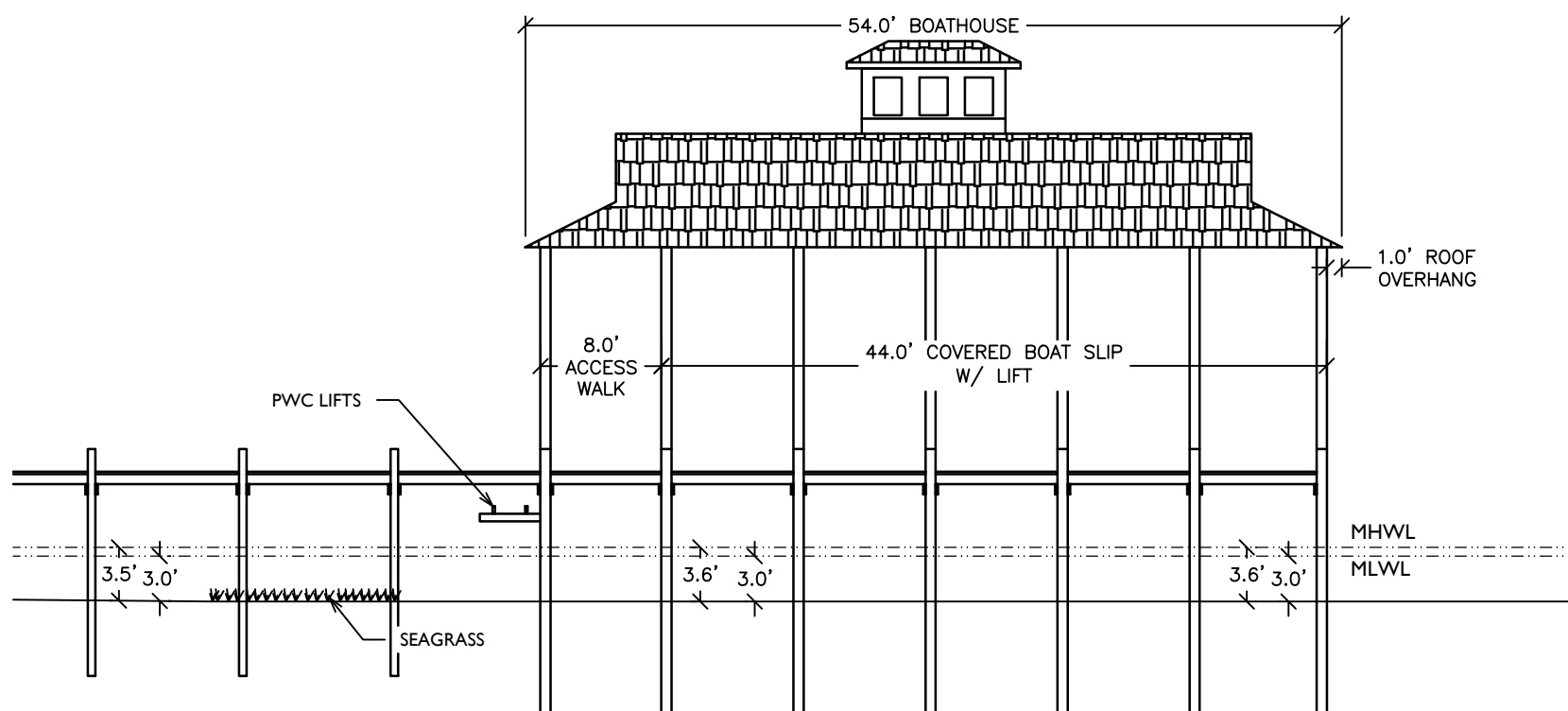
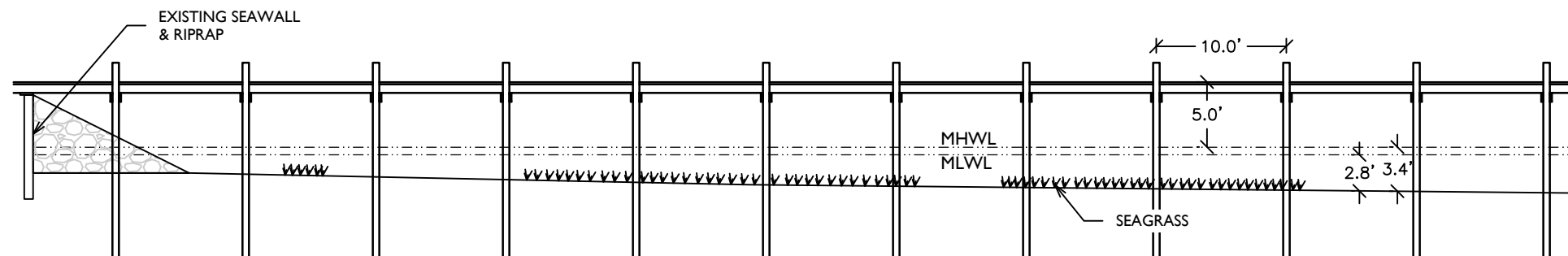
PLAN VIEW TERMINAL STRUCTURE

PROJECT NO.: 20-062

DRAWN BY: JAT DATE: 4/21/21

SHEET: 4 OF 6





PROJECT NAME: 3943 INDIAN TRAIL, BOS

DOCK PROFILE (TYPICAL)

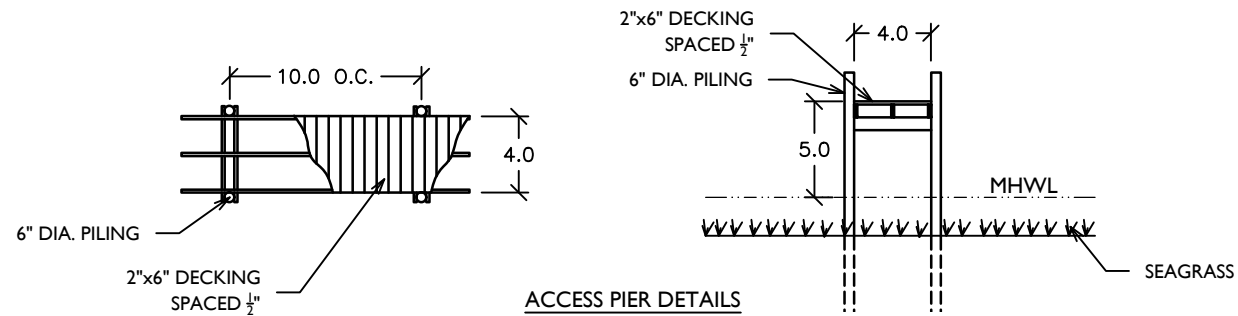
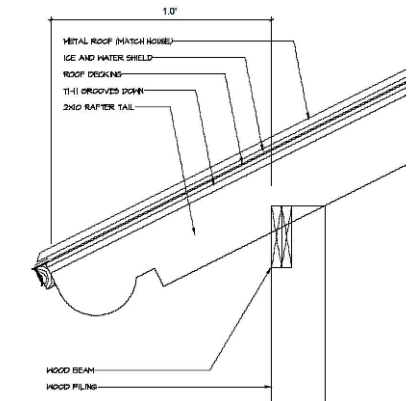
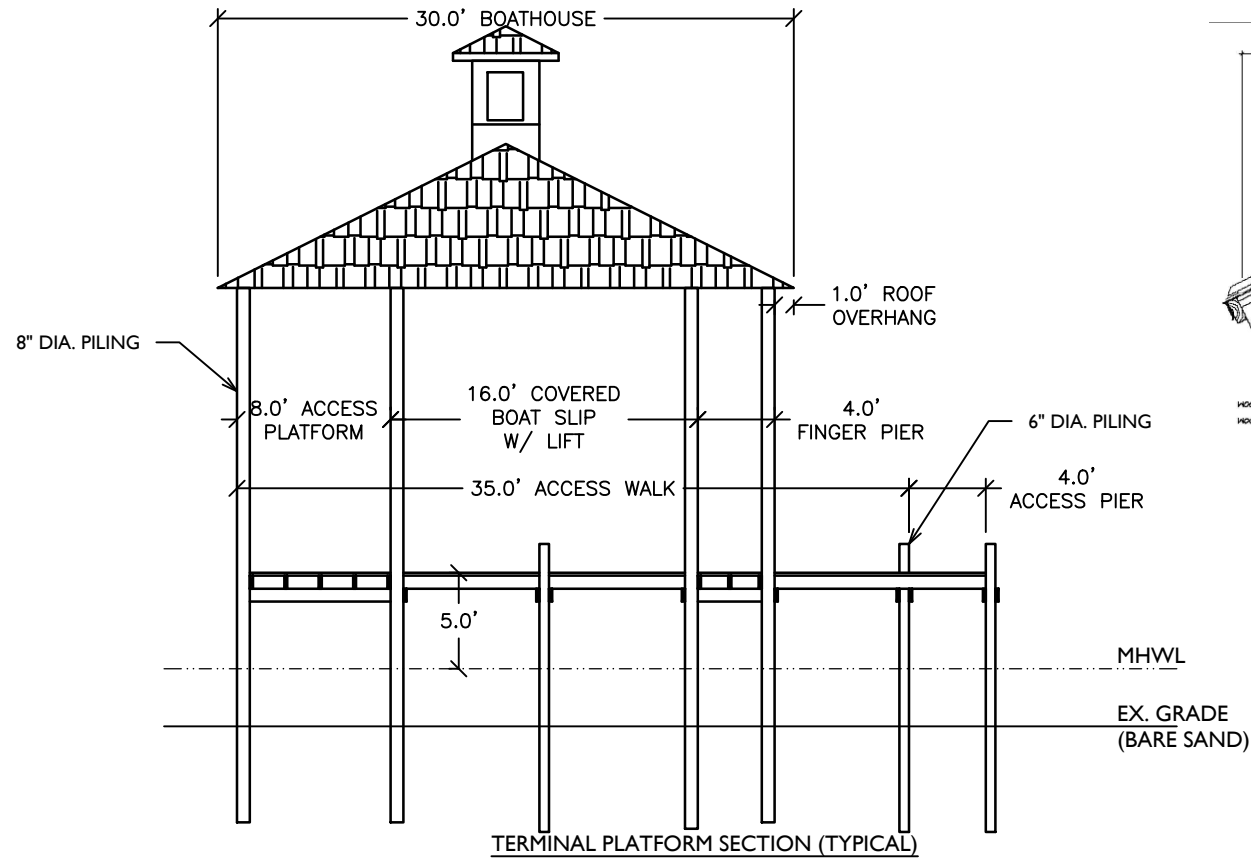
PROJECT NO.: 20-062

DRAWN BY: JAT

DATE: 2/23/21

SHEET: 5 OF 6





PROJECT NAME: 3943 INDIAN TRAIL, BOS

DOCK SECTIONS (TYPICAL)

PROJECT NO.: 20-062

DRAWN BY: JAT

DATE: 2/23/21

SHEET: 6 OF 6



**Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in
or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat
U.S. Army Corps of Engineers/National Marine Fisheries Service
November 2017**

Submerged Aquatic Vegetation:

1. Avoidance. The piling-supported structure shall be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of piling-supported structure shall be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround shall be located at the midpoint of the piling-supported structure.
4. Over-SAV bed portions of the piling-supported structure shall be oriented in a north-south orientation to the maximum extent that is practicable.
5. a. If possible, terminal platforms shall be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.

b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform shall be limited to 160 square feet. The grated deck material shall conform to the specifications stipulated below. The configuration of the platform shall be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet shall conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.

c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform shall be limited to 120 square feet. The configuration of the platform shall be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section shall conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section shall be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. One uncovered boat lift area is allowed. A narrow catwalk (2 feet wide if planks are used, 3 feet wide if grating is used) may be added to facilitate boat maintenance along the outboard side of the boat lift and a 4-foot wide walkway may be added along the stern end of the boat lift, provided all such walkways are elevated 5 feet above MHW. The catwalk shall be cantilevered from the outboard mooring pilings (spaced no closer than 10 feet apart).
7. Pilings shall be installed in a manner which will not result in the formation of sedimentary deposits("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
8. The spacing of pilings through SAV beds shall be a minimum of 10 feet on center.
9. The gaps between deckboards shall be a minimum of ½ inch.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.

March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.

November 2017 – Manufacturer of grated material updated to include Voyager Industries.

Marsh:

1. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
2. The over-marsh portion of the piling-supported shall be elevated to at least 4 feet above the marsh floor.
3. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

Mangroves.

1. The width of the piling-supported structure is limited to a maximum of 4 feet.
2. Mangrove clearing is restricted to the width of the piling-supported structure.
3. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Grid Specifications and Suppliers

The following information does not constitute a U.S. Army Corps of Engineers endorsement or advertisement for any particular provider and is provided only as an example for those interested in obtaining these materials for piling-supported structure construction. Light-transmitting materials are made of various materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. **All light-transmitting materials used in construction for minor piling-supported structures shall have a minimum of forty-three (43) percent open space.**

A type of fiberglass grate panel is manufactured by SeaSafe (Lafayette, LA; phone: 1-800-326-8842) and FiberGrate (1-800-527-4043). A type of plastic grating is manufactured by ThruFlow Interlocking Panels (1-888-478-3569). Plastic grate panels are also distributed by Southern Pine Lumber Company (Stuart, FL; 772-692-2300). Grated panels can be obtained from Titan Deck/Voyager Industries (Brandon, MN; 877-207-4136; www.titandeck.net). Panels are available in a variety of sizes and thicknesses. For safety, the grate should contain an anti-slip texture which is integrally molded into the top surface. The manufacturer or local distributor should be consulted to ensure that the load-bearing capacity of the selected product is sufficient to support the intended purpose. Contact the manufacturer(s) for product specifications and a list of regional distributors.

October 2002 - Grid Specifications and Suppliers Section modified to add an additional vendor of materials.

February 2003 – Manufacturer name changed from ChemGrate to FiberGrate

May 2003 - The terms dock and pier were removed and replaced by the term piling-supported structure, to clarify our intent.

March 2008 – Added requirement for 43% open space in grids; added additional manufacturer of grating.

November 2017 – Manufacturer of grated material updated to include Voyager Industries.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. [Omitted]
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at ImperiledSpecies@myFWC.com.
- f. [Omitted]

[Conditions "c" and "f" have been omitted as they are not applicable in this location.]

Project Design Criteria (PDCs) Applicable to All Projects

NOTE - You are required to comply with the following PDCs, which serve to address requirements pursuant to Section 7, Endangered Species Act (ESA) for those listed species and designated critical habitat under purview of the National Marine Fisheries Service Protected, Resources Division. These PDCs are taken from the Programmatic Biological Opinion (PBO) referred to as JaxBO. These criteria serve to address ESA requirements only, and additional conditions may be required to address other Federal laws, including the Magnuson-Stevens Fishery Conservation and Management Reauthorization Act. Authorization under this permit is conditional upon your compliance with all applicable PDCs, which are made part of this permit. You are reminded that you must complete the attached self-certification statement of compliance following completion of the authorized work. Your statement of compliance does not obviate the need to satisfy all PDCs, including those requirements (e.g., such as structural dimensions and educational signs) that are observable post-construction, and those requirements (e.g., construction methods or procedures to be followed) that are not observable post-construction. Please note that failure to comply with the applicable PDCs of this PBO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute noncompliance with this permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of this PBO.

AP.1. The applicant must agree to adhere to PDCs for *In-Water Activities* (provided below).

AP.2. All projects involving the installation of piles or sheet piles shall follow the PDCs for *In-Water Noise from Pile and Sheet Pile Installation* (Section 2.2). This Opinion does not cover projects that use seismic surveys, low frequency sonar, explosions, and seismic air guns.

AP.3. All projects proposed in or near areas with mangroves, seagrasses, corals, or hard bottom habitat must refer to PDCs for *Mangroves, Seagrasses, Corals, and Hard Bottom for All Projects* (provided below) to determine whether the project is covered under the Opinion and, if it is covered, to ensure it is sited, designated, and implemented following all of the PDCs in that section.

AP.4. For every project, the USACE must determine if the project is located within:

- a) Smalltooth sawfish critical habitat limited exclusion zones (Section 2.1.1.1)
- b) Gulf sturgeon critical habitat migratory restriction zones (Section 2.1.1.2)
- c) Atlantic sturgeon critical habitat exclusion zone (St. Marys River) (Section 2.1.1.3)
- d) North Atlantic right whale educational sign zones (Section 2.1.1.4)
- e) U.S. Caribbean sea turtle critical habitat restriction zones (Section 2.1.1.5)
- f) Bryde's whale exclusion zone (Section 2.1.1.6)

Where the activity is excluded from the Opinion within a particular zone, the application must be processed under a separate consultation. Where additional restrictions apply to activities within that zone, the USACE or other authorizing entity must ensure that the project meets the requirements for that zone.

AP.5. This Opinion only covers new construction (i.e., installation, repair, replacement) and does not apply to after-the-fact consultations or enforcement actions handled by the Corps.

AP.6. All activities must be completed during daylight hours.

Project Design Criteria (PDCs) for In-Water Activities

AP.7. Education and Observation: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:

http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

AP.8. Reporting Interactions with Protected Species:

- a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to: takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
- b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email: Sawfish@MyFWC.com
- c) Sturgeon: Report dead sturgeon to 1-844-STURG 91 (1-844-788-7491) or email: nmfs.ser.sturgeonnetwork@noaa.gov
- d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
- e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

AP.9. Vessel Traffic and Construction Equipment: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

- a) *Construction Equipment*:
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of construction equipment and shall not resume until the species has departed the area of its own volition.
 - iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

- b) *All Vessels:*
- i) Sea turtles: Maintain a minimum distance of 150 ft.
 - ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
 - iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
 - iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
 - v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
 - vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
 - vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- AP.10. Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:
- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
 - b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
 - c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
 - d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
 - e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):
 - i. Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii. The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cable

line). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

AP.11. Entanglement: All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Project Design Criteria (PDCs) for Mangroves, Seagrasses, Corals and Hard Bottom for All Projects

Note: **For projects authorized in reliance on this Opinion only**, the PDCs below supercede any other guidance documents otherwise applicable to reduce or avoid impacts to mangroves, seagrasses, and corals. This includes the NMFS's *Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation, Marsh, or Mangrove Habitat* dated August 2001, and NMFS's *Key for Construction Conditions for Docks or Other Minor Structures Constructed in or over Johnson's Seagrass (Halophila johnsonii)*, dated October 2002. NMFS may still apply these guidance documents in other consultations, including consultations on Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act, as appropriate.

AP.12. Mangroves:

- a) To qualify for coverage under this Opinion, all projects must be sited and designed to avoid or minimize impacts to mangroves.
- b) Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
 - i. Removal to install up to a 4-ft-wide walkway for a dock.
 - ii. Removal to install up to an 8-ft-wide walkway for public docks, where the walkway is necessary to address compliance with the Americans with Disability Act (ADA).
 - iii. Removal to install culverts necessary to improve water quality or restore hydrology between 2 water bodies. Such mangrove removal is limited to a maximum of 20 linear feet (lin ft) of shoreline per culvert opening.
 - iv. Removal of mangroves above mean high water (MHW) provided that the tree does not have any prop roots that extend into the water below the MHWL.
- c) Mangrove Trimming. Mangrove trimming is regulated by FDEP, Puerto Rico Department of Natural and Environmental Resources, and U.S. Virgin Islands Department of Planning and Natural Resources. Consistent with those authorities, when used in this Opinion, mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree. This Opinion does not limit or supersede any restrictions on mangrove removal required under any federal, state, or local law.
 - i. This Opinion only covers projects with associated mangrove trimming occurring waterward of MHW if such trimming (1) occurs within the area where the authorized structures are placed or will be placed (e.g., removal of branches that overhang a dock),
 - ii. (2) is necessary to provide temporary construction access, and (3) is conducted in a manner that avoids any unnecessary trimming.

- iii. The Opinion does not apply to projects proposing to remove red mangrove props roots waterward of MHW, except for removal to install the dock walkways, as described above (up to a 4-ft walkway and up to a 8-ft ADA compliant walkway) and to install culverts necessary to improve water quality or restore hydrology between 2 water bodies.

AP.13. Seagrass:

- a) Pile-supported structures must follow the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2)

Johnson's seagrass:

- b) This Opinion does not apply to projects where Johnson's seagrass is found within the project footprint except for:
 - i. Installation of pile-supported structures that meet the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2).
 - ii. Maintenance dredging of previously authorized areas. This is limited to the removal of no more than 0.1 acre (ac) (4,356 ft²) of Johnson's seagrass per year (Activity 3; see Section 2.2.3).
 - iii. Transmission/utility line repairs within the same footprint of the lines being repaired (Activity 8; see Section 2.2.8).

Non-listed seagrasses:

- a) All impacts to non-ESA listed native, non-invasive seagrasses should be avoided and minimized to the extent practicable.
- b) This Opinion does not apply to projects located within the geographic boundary of U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat identified in Section 2.1.1.5) if non-ESA listed, native, non-invasive seagrasses are found within the project footprint.
- c) This Opinion does not apply to projects that may affect, directly or indirectly, ESA-listed corals.
- d) Projects occurring within in the Florida Keys National Marine Sanctuary (FKNMS) may require separate consultation or authorization from NOAA's FKNMS. Projects authorized to occur in the FKNMS shall comply with any measures NOAA FKNMS has developed to avoid, minimize, and/or mitigate any effects on non-listed corals. For projects occurring outside of the FKNMS, if non-listed corals are found within the project footprint, we recommend relocating all non-listed corals, when possible, in a manner that is protective of the corals.

AP.14. Coral and Hard Bottom Habitat:

- a) This Opinion does not apply to projects that may affect, directly or indirectly, ESA-listed corals.
- b) Projects occurring within in the Florida Keys National Marine Sanctuary (FKNMS) may require separate consultation or authorization from NOAA's FKNMS. Projects authorized to occur in the FKNMS shall comply with any measures NOAA FKNMS has developed to avoid, minimize, and/or mitigate any effects on non-listed corals. For projects occurring outside of the FKNMS, if non-listed corals are found within the project footprint, we recommend relocating all non-listed corals, when possible, in a manner that is protective of the corals.
- c) This Opinion does not apply to projects where hard bottom habitat is found within the project footprint, except for the temporary placement (up to 24 months) of scientific survey devices (Activity 5) that have a footprint of less than 1 square foot (ft²) per device and are installed in a manner that does not permanently alter the hardbottom (e.g., the devices are not installed by drilling). For this Opinion, we define hard bottom in 2 ways:
 - i. Natural consolidated hard substrate that is suitable to support corals, coral larval settlement, reattachment and recruitment of asexual coral fragments. These areas of hard bottom or dead coral skeleton must be free from fleshy or turf macroalgae cover and sediment cover.
 - ii. Nearshore and surf-zone, low-profile hard bottom outcroppings (e.g., worm-rock reef [sabellariid worm reefs] and eolianite, granodiorite). This habitat can be persistent or ephemeral, cycling through periods of exposure and cover by sand. The range of this hard bottom habitat extends along the southeastern coast of Florida from Cape Canaveral to Miami-Dade County and in the U.S. Caribbean. It is an important developmental habitat for juvenile hawksbill and green sea turtles, which use it for both foraging and refuge.

Project Design Criteria (PDCs) Specific to Activity 2 for Pile-Supported Structures and Anchored Buoys

A2.1. Activities covered by this Opinion include the installation, repair, replacement, and removal of structures as described below:

- A2.1.1. The pile-supported and anchored structures included in this Opinion are: docks and piers, boatlifts, mooring piles and dolphin piles associated with docks/piers; ATONs and PATONs; floating docks; pile-supported chickees (i.e., small, back-country, over-water, pile-supported, primitive camping shelters); boardwalks (as long as they are designed and clearly marked to prohibit fishing and vessel mooring); mooring fields and buoys; and other minor pile-supported structures. This does not include structures that support large commercial vessels including ferries, tankers, and cargo ships such as ferry terminals and large ports.
- A2.1.2. Pile-supported docks/piers for a single-family residential lot are limited to 4 slips for motorized vessels. Slips for non-motorized vessels (e.g., kayak, canoe, and paddleboard) and associated launching areas do not count toward the total slip number.
- A2.1.3. Pile-supported structures for marinas, multi-family facilities (e.g., condo complexes, trailer parks, subdivisions when the homeowners association owns and controls the in-water structures). Docks and piers for multi-family residential properties (e.g., condos, trailer parks, apartment complexes), and marinas are limited to a maximum of 50 total slips (i.e., combination of wet and dry slips for existing plus proposed slips).
- A2.1.4. Anchored buoys and temporary pile-supported structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and ESA-listed coral colonies when transiting to the mooring areas. There is no limit on the number of vessel slips allowed for temporary structures associated marine events such as boat shows.
- A2.1.5. Mooring fields are limited to a maximum of 50 motorized vessels (there is no limit on the number of non-motorized vessels).
- A2.1.6. All pile-supported structures constructed must comply with PDC 2.17 for *Docks or Other Minor Structures Constructed in Florida Under this Opinion* (see below).

The following PDCs apply to all the activities described in PDC A2.1 above:

A2.2. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:

(http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html). The signs required to be posted by area are stated below:

- A2.2.1. All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine

- mammal stranding networks and smalltooth sawfish encounter database.
- A2.2.2. Projects within the North Atlantic right whale educational sign zone (as defined in Section 2.1.1.4) shall post the Help Protect North Atlantic Right Whales sign.
 - A2.2.3. On the east coast of Florida, projects located within the St. John's River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
 - A2.2.4. We are still developing the signs to be used in the U.S. Caribbean. Once developed, those signs will be included at the website above.

A2.3. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

- A2.3.1. Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
- A2.3.2. Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

A2.4. For any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat (as measured in a radius from the center of the nearest inlet to open ocean and described in Section 2.1.1.4), the property owner will be provided a handout with their USACE permit describing the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales (Appendix C).

A2.5. ATONs and PATONs must be approved by and installed in accordance with the requirements of the USCG (see 33 CFR, chapter I, subchapter C, part 66 and RHA Section 10 and any other pertinent requirements).

A2.6. Chickees must be less than 500 ft² and support no more than 2 slips.

A2.7. No activities associated with municipal or commercial fishing piers are covered under this Opinion.

A2.8. Docks installed within visible distance of ocean beaches are required to comply with turtle-friendly lighting, if lighting is necessary to the project. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website:
<http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>

A2.9. Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

Additional PDCs for Activity 2 applicable in Critical Habitat

- A2.10.** *Acropora* critical habitat and the U.S. Caribbean: This Opinion does not cover new and expanded pile-supported structures in *Acropora* critical habitat where the essential features are present. The distance from ATONs to ESA-listed corals and *Acropora* critical habitat shall ensure there are no impacts to the corals or the essential feature of *Acropora* critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom.
- A2.11.** Gulf sturgeon critical habitat: Additional noise restrictions are required for pile and sheet pile installation in the Gulf sturgeon critical habitat migratory restriction zones defined in Section 2.1.1.2. The noise restrictions are described in that section.
- A2.12.** Smalltooth sawfish critical habitat: This Opinion does not cover activities occurring in areas identified as smalltooth sawfish limited exclusion zones defined in Section 2.1.1.1.
- A2.13.** North Atlantic right whale critical habitat: This Opinion does not cover installation of anchored ATONs and permanent buoys in North Atlantic right whale critical habitat; temporary buoys for marine events are allowed in North Atlantic right whale critical habitat.
- A2.14.** Johnson's seagrass critical habitat: This Opinion does not cover new marinas or multi-family facilities in Johnson's seagrass critical habitat. Repair, replacement, and reconfiguration of existing marinas or multi-family facilities may be covered if it (1) occurs within same overall footprint (out to the perimeter of the facility, including the outer limits of the structure and permitted mooring locations), (2) does not increase the total aerial extent (i.e., area of coverage from the dock structures) of the existing facility, and (3) does not affect Johnson's seagrass. Mooring fields are allowed in Johnson's seagrass critical habitat and within the range of Johnson's seagrass so long as they occur in waters deeper than -13 ft (-4 m).
- A2.15.** NWA DPS of loggerhead sea turtle critical habitat: ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the NWA DPS of loggerhead sea turtles under this Opinion. No other pile-supported structures are allowed in nearshore reproductive habitat under this Opinion.
- A2.16.** U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat): ATONs (pile-supported and anchored buoys) are allowed near sea turtle nesting beaches under this Opinion. No other pile-supported structures are allowed near sea turtle nesting beaches under this Opinion.

Project Design Criteria (PDCs) for In-Water Noise from Pile and Sheet Pile Installation

Open Water

The letters A-E in the tables below specify the PDC category. Activities labeled A-D must follow the corresponding PDCs for labeled Category A-D below. Activities labeled E are excluded from this Opinion, as stated in Category E below.

	Trench and	Pilot hole (auger or	Jetting	Vibratory	Impact hammer
Wood piles 14-inch (in) diameter or less when installed via impact hammer and 36-in or less for all other installation methods	A	A	A	A	B
Concrete pile 24-in diameter/width or less in open	A	A	A	A	B
Metal pipe pile 36-in diameter or less	A	A	A	A	E
2 metal boatlift I-beams	A	A	A	A	B
Concrete slab wall- any size	A	A	A	A	B
Vinyl sheet pile- any size	A	A	A	A	B
Metal sheet pile- any size	A	A	A	A	E

Confined Space

In Florida, we consider the confined space to be any area that has a solid object (e.g., shorelines or seawalls) within 150 ft of the pile installation site and in the U.S. Caribbean we consider confined space to be any area that has a solid object within 260 ft of the pile installation site.

	Trench and	Pilot hole (auger or	Jetting	Vibratory	Impact hammer
Wood pile 14-in diameter or less when installed via impact hammer and 36-in or less for all other installation methods	A	A	A	A	B
Concrete pile 24-in diameter/width or less (5 piles	A	A	A	A	C
Concrete pile 24-in diameter/width or less (6-10	A	A	A	A	D
Metal pipe pile 36-in diameter or less	A	A	A	A	E
2 metal boatlift I-beams	A	A	A	A	B
Vinyl sheet pile – any size	A	A	A	A	B
Concrete slab wall- any size (5 slabs or less	A	A	A	A	C
Concrete slab wall- any size (6-10 slabs installed/day)	A	A	A	A	D
Metal sheet pile- any size	A	A	A	A	E

- A. The Projects identified as A above must comply with PDCs identified for all projects in this Opinion. Specific PDCs related to noise include:**
1. All work must occur during daylight hours only (PDC AP.6).
 2. All construction personnel are responsible for observing water-related activities to detect the presence of these species and avoid them (PDC AP.7).
- B. The projects identified as B above must follow all of the conditions under A, above, AND also must limit the maximum number of piles installed per day to no more than 10 piles per day.**
- C. The projects identified as C above must follow all of the conditions under A, above, AND also must limit the maximum number of piles installed per day to no more than 5 piles per day.**
- D. The projects identified as D above must follow all of the conditions under A and B, above, AND also must abide by one of the noise abatement measures below, as chosen by the applicant:**
1. Bubble curtain: The bubble curtain design must adhere to the guidelines for unconfined and confined bubble curtains described in Appendix B.
 2. Temporary noise attenuation pile (TNAP) also known as a pile isolation casing: The TNAP design must be constructed of a double-walled tubular casing (a casing within a larger casing), with at least a 5-in-wide area between the casings that is dewatered to create a hollow space or 5-in wide area between the casings completely filled with closed-cell foam or other noise dampening material between the walls. The TNAP must be long enough to be seated firmly on the sea bottom, fit over the pile being driven, and extend at least 3 ft above the surface of the water.
 3. The use of any other alternative noise control method must receive prior approval by NMFS and the USACE, as described in Section 2.3.
- E. The projects identified as E are not covered under this Opinion.**

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ-2020-04974 (GP-HMM)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Permit Number: SAJ-2020-04974 (GP-HMM)

Permittee's Name & Address (please print or type): _____

Telephone Number: _____

Location of the Work: _____

Date Work Started: _____ Date Work Completed: _____

PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES _____ NO _____

**TO SCHEDULE AN INSPECTION PLEASE CONTACT _____
AT _____**

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks,
dredging, etc.):

Acreage or Square Feet of Impacts to Waters of the United States: _____

Describe Mitigation completed (if applicable): _____

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Date

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

Permit Number: SAJ-2020-04974 (GP-HMM)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

(TRANSFEREE-SIGNATURE)

(SUBDIVISION)

(DATE)

(LOT)

(BLOCK)

(NAME-PRINTED)

(STREET ADDRESS)

(MAILING ADDRESS)

(CITY, STATE, ZIP CODE)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021**TYPE OF AGENDA ITEM:** Consent Agenda**AGENDA OUTLINE NUMBER:** 3.C.**TO:** City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director**FROM:** Michael Burgess, Public Services Director**DATE:** 11/19/2021**SUBJECT:** Repair of Storm Sewer and Pavement on Mountain Drive (behind Taco Bell)

I. BACKGROUND: A cavity has developed on Mountain Drive due to a failure in the storm sewer system under the roadway. Public Works has backfilled the cavity with roadbase material and has placed a steel plate over the site as a temporary measure. The quote for this repair has been attached as ATT1. H&T's current contract and pricing are attached as ATT2 and the original FY18 contract as ATT3.

Please note that there is a typo in the quote itself. Under contingency items, it states that a "Tack Truck" will be rented/utilized where in fact it is a "Vac truck" that will be used. As H&T is also the City's Stormwater Maintenance continuing services provider, staff has reviewed this item and can confirm that the unit price stated is consistent with (actually \$25/hr less than) our current contract's pricing.

II. DISCUSSION: The scope of the project is to seal the defect with a concrete collar, compact the earthen material over the repair and resurface approximately 12 square yards of asphalt.

A. Link to Strategic Goals / Objectives: Strategic Goals 2026:

6. Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): The FY 2022 adopted budget was \$26,307. At the October 4, 2021 regular council meeting, an internal budget transfer was approved in the amount of \$47,741 to cover the cost of addressing a stormwater system breakage at Legion Drive estimated to cost \$69,048. In order to address the stormwater issue at Mountain Drive, staff recommend an additional internal budget transfer of \$17,532 from RR054 Road Renwal and Replacement to RR053 Physical Environment

Renewal and Replacement (Stormwater). The recommended budget transfer is attached.

	FY2022 BUDGET
30058585-565000-RR053	\$ 26,307
Renew&Replace-Capital-Phys Environ	
FY22 Adopted Budget	26,307
Internal Transfer	60,273
Previous Expenses/Encumbrances	(69,048)
Available Program Budget	17,533
This Agreement +(-)	(17,532)
FY22 Remaining Program Budget	\$ 1

C. Level of Service (LOS): Repair of storm sewer system and repair of road surface.

III. CONCLUSION: By approving this item, the Department of Public Works will be able to engage our continuing services provider and have Mountain Drive repaired.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to engage H&T Contractors, LLC to repair a section of Mountain Drive for \$17,532.00.

Attachments:

1. ATT1: Mountain Dr, Stormwater and Road Repair
2. ATT2: Destin HT Asphalt FY22 Contract Extension
3. ATT3: Original H&T Asphalt Contract from FY18
4. ATT4: 2021 1206 Budget Txfr RR054 to RR053 for strmwtr at Mountain Dr

WORK ORDER**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT****CONTRACTOR:** H&T Contractors, LLC.**Date:** 9/7/2021**Work Order Number:****Completion Date:****Calendar Days:****Description of Work:** Mountain Dr. At Taco Bell

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$10.50	12.00	\$ 126.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$9.30	0.00	\$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$8.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$4.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$5.00	0.00	\$ -
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$10.50	12.00	\$ 126.00
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$4.50	12.00	\$ 54.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$4.00	0.00	\$ -
11	Prime Coat	SY	\$2.25	0.00	\$ -
12	Tack Coat	SY	\$2.25	12.00	\$ 27.00
13	Asphalt Cut with Abrasive Blade	LF	\$5.00	40.00	\$ 200.00
14	Concrete Cut with Abrasive Blade	LF	\$5.00	0.00	\$ -
15	Silt Fence	LF	\$3.00	0.00	\$ -
16	Straw Waddle	LF	\$4.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$600.00	1.00	\$ 600.00
18	Valve Box Adjustment	EACH	\$300.00	2.00	\$ 600.00
19	Removal of Concrete over 6 inches	SY	\$8.50	70.00	\$ 595.00
20	Removal of Asphalt up to 4 inches thick	SY	\$7.00	12.00	\$ 84.00
21	Removal of Asphalt over 4 inches	SY	\$7.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$15.00	40.00	\$ 600.00
23	Clear & Grub	SY	\$0.55	0.00	\$ -
24	Debris Hauling	CY	\$15.00	0.00	\$ -
25	Tree trimming	HR	\$200.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$250.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$225.00	0.00	\$ -
28	Mobilization	LUMP	\$3,000.00	1.00	\$ 3,000.00
29	12" inch RCP provided, delivered, and installed	LF	\$45.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$45.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$48.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$56.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$75.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$80.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$100.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$135.00	0.00	\$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$37.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$42.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$48.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$67.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$92.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$101.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$117.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$150.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$900.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$1,200.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,500.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$65.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$65.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,800.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$1,600.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$1,200.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$10.00	40.00	\$ 400.00
54	Well Points	DAY	\$4,000.00	0.00	\$ -
55	Grout (joint)	EACH	\$1,000.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$10.00	0.00	\$ -
57	Swale Installation (grading)	CY	\$20.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$1,000.00	2.00	\$ 2,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$400.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$600.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$20.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$3,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$60.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$56.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$20.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$30.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$22.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$24.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$24.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$65.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,800.00	2.00	\$ 3,600.00
72	Bermuda Sod installed	SY	\$6.50	0.00	\$ -
73	St Augustine Sod installed	SY	\$7.75	0.00	\$ -
74	Centipede Sod installed	SY	\$4.50	0.00	\$ -
75	Irrigation Repair	HR	\$150.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$6,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$8,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$3,500.00	0.00	\$ -

Total \$ 12,012.00

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	\$ 2.20	12	
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	\$ 1.90	-	\$ -
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	\$ 1.55	-	\$ -
				Total	\$ 12,012.00
Contingent Items from Price Sheet		LS	Total	\$ 5,520.00	
				Grand Total	\$ 17,532.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

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

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

Date: 9/7/2021
Completion Date:
Calendar Days:

Description of Work: Mt. Drive at Taco Bell

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Tack Truck Rental		\$250.00	20.00	\$ 5,000.00
902	Compaction Test		\$65.00	8.00	\$ 520.00
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
Total					\$ 5,520.00

CONTRACTOR REPRESENTATIVE: _____

DATE _____

DIRECTOR OF PUBLIC SERVICES: _____

DATE _____

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

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors, LLC ("Contractor"). The purpose of this agreement is to extend for fifteen months a contract for services dated December 7, 2017 between the City of Destin and H&T Contractors, LLC to provide miscellaneous asphaltic services for the City. Appendix "A" has been revised for this extension and is attached.

This is the **4th of 4** possible contract extensions.

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

Jury Trial Waiver:

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

Public Records:

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

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

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

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

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

Witnesses:

Cheryl Wyron Cheryl Wyron
(Signature)

Heather Bailey Heather Bailey
(Signature)

CITY OF DESTIN

By: Lance A. Johnson
Lance A. Johnson
City Manager

ATTEST: Key Bailey
Key Bailey
City Clerk



Witnesses:

Misty Shaw
(Signature)

H&T Contractors, LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name & Title)

ATTEST: John B. Irvin, IV
(Signature)

D. Forehand
(Signature)

John B. Irvin, IV, CFO
(Name & Title)

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
2" Type SP, 12.5 Asphalt Concrete Superpave (Course)	SY	\$9.50	\$10.50
1.5" Type SP, 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	\$9.30
1" Type SP, 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	\$8.00
Milling of Existing asphalt (1" depth)	SY	\$3.00	\$4.00
Milling of Existing asphalt (2" depth)	SY	\$4.00	\$5.00
8" Graded Aggregate Base, delivered and compacted	SY	\$9.50	\$10.50
6" Graded Aggregate Base, delivered and compacted	SY	\$8.50	\$9.50
4" Graded Aggregate Base, delivered and compacted	SY	\$7.00	\$8.00
Stabilized Base (12")	SY	\$3.50	\$4.50
Stabilized Base (6")	SY	\$3.00	\$4.00
Prime Coat	SY	\$0.75	\$2.25
Tack Coat	SY	\$0.75	\$2.25
Asphalt Cut with abrasive blade	LF	\$4.00	\$5.00
Concrete Cut with abrasive blade	LF	\$4.00	\$5.00
Silt Fence	LF	\$2.00	\$3.00
Straw Waddle	LF	\$3.00	\$4.00
Manhole Adjust	each	\$400.00	\$600.00
Valve Box Adjust	each	\$150.00	\$300.00
Removal of Concrete, over 6"	SY	\$7.50	\$8.50
Removal of Asphalt up to 4" thick	SY	\$6.00	\$7.00
Removal of Asphalt over 4" thick	SY	\$6.00	\$7.00
Fill Dirt provided, delivered, spread and compacted	CY	\$12.00	\$15.00
Clear & Grub	SY	\$0.22	\$0.55
Debris Hauling	CY	\$12.00	\$15.00
Tree Trimming	/hr	\$150.00	\$200.00
Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	\$250.00
Guardrail	LF	\$125.00	\$225.00
Mobilization	lump	\$2,500.00	\$3,000.00
12" RCP provided, delivered and installed	LF	\$28.00	\$45.00
15" RCP provided, delivered and installed	LF	\$29.00	\$45.00
18" RCP provided, delivered and installed	LF	\$34.00	\$48.00
24" RCP provided, delivered and installed	LF	\$42.00	\$56.00
30" RCP provided, delivered and installed	LF	\$55.00	\$75.00
36" RCP provided, delivered and installed	LF	\$65.00	\$80.00
42" RCP provided, delivered and installed	LF	\$90.00	\$100.00
48" RCP provided, delivered and installed	LF	\$120.00	\$135.00
12" ADS provided, delivered and installed	LF	\$20.00	\$37.00
15" ADS provided, delivered and installed	LF	\$22.00	\$42.00
18" ADS provided, delivered and installed	LF	\$25.00	\$48.00
24" ADS provided, delivered and installed	LF	\$30.00	\$67.00
30" ADS provided, delivered and installed	LF	\$38.00	\$92.00

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
36" ADS provided, delivered and installed	LF	\$47.00	\$101.00
42" ADS provided, delivered and installed	LF	\$85.00	\$117.00
48" ADS provided, delivered and installed	LF	\$95.00	\$150.00
Concrete Headwall or Drainage Structure	CY	\$600.00	\$900.00
Mitered End Section, medium 12-15"	each	\$800.00	\$1,200.00
Mitered End Section, large 18-24"	each	\$4,000.00	\$4,500.00
Concrete Flume (4" thick)	SY	\$48.00	\$65.00
Inlet Apron (4" thick)	SY	\$48.00	\$65.00
Raise existing inlet (assume 3" adjustment)	each	\$1,000.00	\$1,800.00
Lower existing inlet (assume 3" adjustment)	each	\$800.00	\$1,600.00
6" diameter yard inlet, installed maximum 2" depth	each	\$600.00	\$1,200.00
Excavation and Haul Off	CY	\$8.00	\$10.00
Well Points	/day	\$3,500.00	\$4,000.00
Grout (joint)	each	\$500.00	\$1,000.00
Compaction of subgrade, soil and backfill (up to 6")	SY	\$8.00	\$10.00
Swale Installation (grading)	CY	\$10.00	\$20.00
Concrete Collar (any size)	each	\$400.00	\$1,000.00
Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	\$400.00
Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	\$600.00
6" drain pipe	LF	\$15.00	\$20.00
Type C inlet installed	each	\$2,500.00	\$3,500.00
Concrete Driveway 6" thick, fiber reinforced	SY	\$48.00	\$60.00
Concrete Sidewalk 4" thick installed	SY	\$43.00	\$56.00
Concrete Flat/Ribbon Curb, fiber reinforced (12" wide x 8" deep)	LF	\$15.00	\$20.00
Concrete Type D Curb, fiber reinforced	LF	\$25.00	\$30.00
Concrete Type E Curb & gutter, fiber reinforced	LF	\$18.00	\$22.00
Concrete Type F Curb & gutter, fiber reinforced	LF	\$18.00	\$24.00
Concrete Modified (18") Type F Curb and gutter, fiber reinforced	LF	\$17.00	\$24.00
ADA truncated dome mat installation	SF	\$40.00	\$65.00
Traffic Control	/day	\$1,500.00	\$1,800.00
Bermuda Sod installed	SY	\$5.40	\$6.50
St Augustine installed	SY	\$6.75	\$7.75
Centipede Sod installed	/hr	\$3.30	\$4.50
Irrigation Repair	each	\$75.00	\$150.00
Type C inlet installed (6-10')	each	\$4,000.00	\$6,000.00
Type C inlet installed (10-14')	each	\$6,000.00	\$8,000.00
Type C inlet installed (<6')	each	\$2,500.00	\$3,500.00
Asphalt Reinforcing Fibers (2")	SY	\$1.20	\$2.20
Asphalt Reinforcing Fibers (1.5")	SY	\$0.90	\$1.90

City of Destin, FL			
Department of Public Works			
H&T, proposed price adjustments for FY22, Asphaltic Services			
Item Description	Units	Former Contract \$/Unit	Proposed Contract \$/Unit
Asphalt Reinforcing Fibers (1")	SY	\$0.55	\$1.55



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Daniels Commercial Insurance, LLC
248 W. Garden St.
Pensacola FL 32502

CONTACT NAME: Daniels Commercial Insurance, LLC

PHONE (A/C, No, Ext): 850-308-7710

FAX (A/C, No): 850-308-7716

E-MAIL ADDRESS: service@dcinsllc.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great American Insurance Company

16691

INSURER B: Continental Casualty Company

20443

INSURER C: Valley Forge Insurance Company

20508

INSURER D: AXIS Surplus Insurance Company

26620

INSURER E: Transportation Insurance Company

20494

INSURER F:

INSURED
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

H&TCONT-01

COVERAGES

CERTIFICATE NUMBER: 1724178925

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		P00100048177901	3/10/2021	3/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		6057608694	3/10/2021	3/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Limit \$ 10,000
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			TUE025584709	3/10/2021	3/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	N/A	657808727	3/10/2021	3/10/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractor's Equipment Leased/Rented Equipment			6057125674	3/10/2021	3/10/2022	Equipment Floater Max per item Schedule on File \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFB No. 16-07-PS, Miscellaneous Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Destin
4200 Indian Bayou Trail
Destin FL 32541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

On December 7, 2017 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for supplying the City with all applicable concrete work for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from October 1, 2017 through September 30, 2018 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:

The Contractor agrees to provide asphaltic concrete services for the satisfactory approval and acceptance by the City.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability

Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or

circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waive the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

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

15.5 Jury Trial Waiver

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

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

15.8 Public Records

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

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:

Carisse LeJeune
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

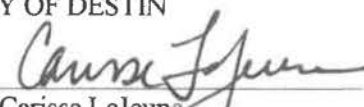
H&T Contractors, , LLC
376 Ben King Road
Freeport, FL 32439

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of December, 2017.

ATTEST:

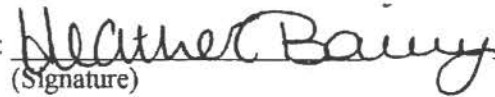

Rey Bailey
City Clerk

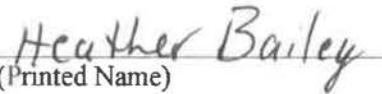
CITY OF DESTIN

By: 
Carisse LeJeune
City Manager

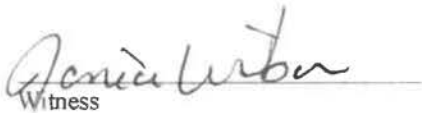
SEAL

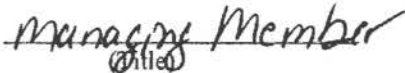
H&T Contractors, LLC
CONTRACTOR:

By: 
(Signature)


(Printed Name)


Witness


Witness

Its: 
(Title)

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS (RFB) NO. 18-01-PS
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT



City of Destin, Florida
August 2017

A handwritten signature in black ink, appearing to read "Carisse LeJuene", is written over a horizontal line.

Carisse LeJuene
City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

CITY OF DESTIN, FLORIDA
REQUEST FOR BIDS RFB No. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT
BID FORM

PART I Bid submitted by:

Company: H&T Contractors, L.L.C.

Address: 376 Ben King Road

City & State: Freeport, Florida Zip Code: 32439

Telephone: () 850-835-0231 Fax: () 850-835-5123 E-Mail jerry@h-tcontractors.com

Number of Years in Business: 9.5 years, since April 15, 2008

PART II Bidding RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract, as follows:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Constructions, Maintenance and Utility Operations, current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, copies of which are available from the Florida Department of Transportation.

1. Contractor must be FDOT MOT certified.
2. Contractor must be properly licensed by the state to perform underground utility and excavation work.

Item No.	Description SEE ATTACHED AMENDED SOV	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	
4	Milling of existing asphalt (average 1 in depth)	SY	
5	Milling of existing asphalt (average 2 in depth)	SY	
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	
11	Prime Coat	SY	
12	Tack Coat	SY	
13	Asphalt Cut with Abrasive Blade	LF	

14	Concrete Cut with Abrasive Blade	LF	
15	Silt Fence	LF	
16	Straw Waddle	LF	
17	Manhole Adjustment	EACH	
18	Valve Box Adjustment	EACH	
19	Removal of Concrete over 6 inches	SY	
20	Removal of Asphalt up to 4 inches thick	SY	
21	Removal of Asphalt over 4 inches	SY	
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	
23	Clear & Grub	SY	
24	Debris Hauling	CY	
25	Tree trimming	HR	
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	
27	Guardrail (FDOT Index 400)	LF	
28	Mobilization	LUMP	
29	12" inch RCP provided, delivered, and installed	LF	
30	15" inch RCP provided, delivered, and installed	LF	
31	18" inch RCP provided, delivered, and installed	LF	
32	24" inch RCP provided, delivered, and installed	LF	
33	30" inch RCP provided, delivered, and installed	LF	
34	36" inch RCP provided, delivered, and installed	LF	
35	42" inch RCP provided, delivered, and installed	LF	
36	48" inch RCP provided, delivered, and installed	LF	
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	
45	Concrete Headwall or Drainage Structure	CY	
46	Mitered end section – medium 12 inches to 15 inches	EACH	
47	Mitered end section – large 18 inches to 24 inches	EACH	
48	Concrete flume (4 in thick)	SY	
49	Inlet Apron (4 in thick)	SY	
50	Raise existing inlet (assume 3 in adjustment)	EACH	
51	Lower existing inlet (assume 3 in adjustment)	EACH	
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	
53	Excavation and Haul Off	CY	
54	Well Points	DAY	
55	Grout (joint)	EACH	

56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	
57	Swale Installation (grading)	CY	
58	Concrete Collar (any size)	EACH	
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	
61	6 inch Drain pipe	LF	
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	
64	Concrete Sidewalk - 4 inches thick installed	SY	
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	
66	Concrete Type "D" Curb fiber reinforced	LF	
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	
70	American Disabilities Act (ADA) truncated dome mat installation	SF	
71	Traffic Control (MOT) cost	DAY	
72	Bermuda Sod installed	SY	
73	St Augustine Sod installed	SY	
74	Centipede Sod installed	SY	
75	Irrigation Repair	HR	

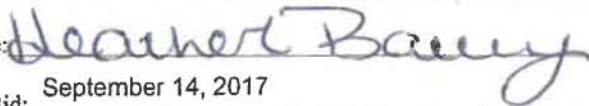
To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

PART III Certifications:

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles, and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, Managing Member
 Signature:  (Print or Type)
 Date of Bid: September 14, 2017

Note: See RFB Section III, Bid Requirements, and attach all required information to Bid form.

Item No.	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

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

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

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful Bidder based upon their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

Conceptual Quantities for Typical Asphalt Paving Project

DEMOLITION	QTY	UNIT
Clear & Grub	2,700	SY
Tree Trimming	20	Per Hr
Removal of Asphalt up to 4" thick	4,000	SY
Removal of Sand Clay Base 6" thick	4,000	SY
Asphalt Cut with Abrasive Blade	200	LF
Removal of Concrete Ribbon Curb	300	SY
PAVING	QTY	UNIT
2" Type SP-12.5 Asphalt Concrete Superpave (Coarse)	2300	SY
1 1/2" Type SP-12.5 Asphalt Concrete Superpave (Fine)	1000	SY
1" Type SP-9.5 Asphalt Concrete Overlay (Fine)	700	SY
Milling of Existing Asphalt (average 1" depth)	1,000	SY
Milling of Existing Asphalt (average 1" depth)	1,750	SY
Prime Coat	4,070	SY
Tack Coat	2,750	SY
6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	2,700	SY
8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	1,300	SY
Stabilized Subbase 12"	500	SY
TRAFFIC MAINTENANCE	QTY	UNIT
Traffic Control (MOT) cost	30	Day
CONCRETE	QTY	UNIT
Concrete Sidewalk 4" thick, installed	1,500	SY
Concrete Ribbon Curb, 12" wide X 8" deep	2,450	LF
Type C Inlet	2	EA

SOD & EROSION CONTROL		QTY	UNIT
Sodding		700	SY
Fill Dirt provided, delivered, spread and compacted on grade		120	CY
Hay Bales		20	EA
Swale Installaion (grading)		75	CY
Silt Fence		2200	LF
MISCELLANEOUS		QTY	UNIT
Irrigation heads		50	EA
Manhole Adjustment		6	EA
Valve Box Adjustment		10	EA
Irrigation Piping		1300	LF

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract to the City of Destin, FL.

2. This sworn statement is submitted by H&T Contractors, LLC whose
business address is 376 Ben King Road, Freeport, FL 32439

and (if applicable) Federal Employer Identification Number (FEIN) is 26-2414585 (If the entity has no
FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Heather Bailey and my relationship to the entity named
above is Managing Member

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

City of Destin, Florida

RFB No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract

Page 2 of 2. Attachment #1. Public Entity Crimes Statement

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

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

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

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

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

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

Deborah Bailey
(Signature)

Date: September 14, 2017

STATE OF FLORIDA
COUNTY OF WALTON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of September, 2017, and is personally known to me, or has provided _____ as identification.

Janice Wilson
Notary Public

My Commission expires:



Janice Wilson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064385
Expires 4/29/2021

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-01-PS,

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

DRUG-FREE WORKPLACE CERTIFICATION

The below signed Bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: H&T Contractors, LLC

ADDRESS: 376 Ben King Road

CITY: Destin STATE: FL ZIP CODE: 32439

TELEPHONE NUMBER: 850-835-0231

SIGNATURE: Heather Bailey DATE: 09/14/2017

NAME (TYPED OR PRINTED): Heather Bailey

TITLE: Managing Member



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**CASIAS, RAY ANTHONY
H&T CONTRACTORS LLC
15199 HWY 331 BUSINESS
PO BOX 9
FREEPORT FL 32439**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 07/04/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607040001664



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

RACHEL D. CONE
INTERIM SECRETARY

May 9, 2017

H & T CONTRACTORS, LLC
PO BOX 9
FREEPORT FL 32439

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

ADDENDUM #1

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 5, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Clarification:

1. The current bid documents shall be revised **from:** "The City intends to enter into contract with multiple service providers in order to meet seasonal demand for these services." **To:** The City intends to enter into contract with one service provider.
2. The bid item list has been modified to include additional items. Use the attached list to submit pricing for bidding purposes.
3. A calendar day timeline will be negotiated for each work order to allow for proper time to complete the work items, these timelines will on occasion have hard completion dates as well as liquidated damages of \$500.00 per day.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #1

A copy of this Addendum #1 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #1 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/05/2017
Date

ADDENDUM #2

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 7, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- With there being no quantity given, Will you explain what the basis of award will be and how the city intends to calculate the award?

Response:

- The scoring for this award will be done utilizing the Conceptual Quantities for Typical Asphalt Paving Project as listed in the bid packet. The submitted unit pricing will be applied to these quantities allowing for weighted totals. Any items that are not listed in the Conceptual Quantities for Typical Asphalt Paving Project will be tallied as one unit and then summed into the final total. The grand total will be utilized to identify the lowest bidder which if deemed responsive will then be submitted to the City of Destin Bid Committee for concurrence.
- Please utilize the checklist within the bid packet to verify that all necessary documents are being provided for bid submission.

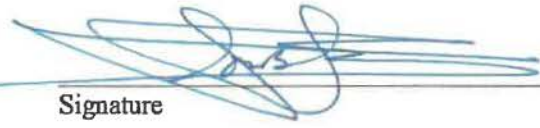
The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #2

A copy of this Addendum #2 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #2 is hereby acknowledged:

JOHN B. IRVIN, IV
Print Name


Signature

9/07/2017
Date

ADDENDUM #3

**CITY OF DESTIN, FLORIDA
REQUEST FOR BID (RFB) NO. 18-01-PS,
MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

SEPTEMBER 11, 2017

This addendum forms a part of the Contract Documents and modifies the original bid documents dated August 21, 2017. Acknowledge receipt of this addendum in the space provided on the Bid Form. **Failure to do so shall subject the Bidder to disqualification.** The following items shall become a part of the construction documents for the above referenced project. Clarifications for questions below:

Contractor Question:

- The Checklist on page 4 of the bid documents lists under number 14 for a bid bond or cashier's check, is a bid bond required for this contract?

Response:

- No bid bond or cashier's check is required for the submittal a bid for the Miscellaneous Asphaltic Concrete Continuing Services Contract bid.

The bid opening date is Thursday, September 14, 2017, at 2 pm.

END OF ADDENDUM #3

A copy of this Addendum #3 signed and acknowledged shall precede the mandatory information required in the subject RFB.

Receipt of Addendum #3 is hereby acknowledged:

JOHN B. LAVIN, IV

Print Name


Signature

9/11/2017

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

H&T Contractors, L.L.C.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P.....**

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

376 Ben King Road, P.O. Box 9

City, state, and ZIP code

Freeport, Florida 32439

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

26

2414585

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

9/14/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

H&T Contractors, LLC
Current Work to Complete

JOB	Amount to Complete	General Contractor/ Owner
South Walton Utility	\$ 1,520,892.00	South Walton Utility Co., Inc.
The ARC of Emerald Coast	\$ 244,545.00	Lord & Son Construction. Inc.
Beginnings Preschool	\$ 50,539.00	Beauchamps Commercial, LLC
Building T	\$ 191,665.00	Crossland Construction, Inc.
Crestview Crossing	\$ 623,835.00	Design/Build Systems, Inc.
Dixie Electric Car	\$ 141,745.00	Design/Build Systems, Inc.
Fire House No. 1	\$ 107,028.00	Lord & Son Construction. Inc.
FWB Medical Center	\$ 392,233.00	J.E. Dunn Construction Company
Golf Course Drive	\$ 165,889.00	City of Ft. Walton Beach, FL
HVAC Pipe Replacement	\$ 13,924.00	Bayou Mechanical, Inc.
McKinnon Bridge	\$ 153,145.00	Walton County, FL
New Bama Steel	\$ 82,061.00	Design/Build Systems, Inc.
Magnolia Renalus Medical	\$ 2,725.00	Hanto & Clarke
Reserve at Washington Point	\$ 2,307,589.00	Moss & Associates, LLC
Rosemary Beach	\$ 104,982.00	Lord & Son Construction. Inc.
Tiger Point	\$ 2,956,520.00	Benning Construction Company
	<u>\$ 9,059,317.00</u>	

OKALOOSA COUNTY TAX COLLECTOR
BEN ANDERSON

BUSINESS NAME H AND T CONTRACTORS LLC
RAY ANTHONY CASIAS QUALIFIER

TYPE OF BUSINESS Regulated

BUSINESS ADDRESS 376 BEN KING RD
FREEPORT, FL 32439

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector
P.O. Box 1387, Niceville, FL 32588

H AND T CONTRACTORS LLC
PO BOX 9
FREEPORT, FL 32439

Paid 0-17004456

35.00

07/10/2017

2017 - 2018
OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT
STATE OF FLORIDA

OKALOOSA COUNTY
Tax Collector
View Your Account Online

Scan Here



Scan Here

RECEIPT NO. 3600100745937
EXPIRES SEPTEMBER 30, 2018

SUPPLEMENTAL	
RENEWAL	
NEW BUSINESS	
TRANSFER	0.00
ORIGINAL TAX	35.00
	0.00
AMOUNT	
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	35.00

X 
SIGN AND DISPLAY AS REQUIRED
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR
THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE
AND CORRECT. THE APPLICATION MUST COMPLY WITH STATE AND
LOCAL ORDINANCE, INCLUDING ZONING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Commercial Insurance, LLC 248 W. Garden St. Pensacola FL 32502		CONTACT NAME: Daniels Commercial Insurance, LLC PHONE (A/C, No, Ext): 850-308-7710 E-MAIL ADDRESS: service@dcinsllc.com FAX (A/C, No): 850-308-7716	
INSURED H&T Contractors, LLC P.O. Box 9 Freeport FL 32439-0009		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Insurance Corporation INSURER B: Great American Insurance Company INSURER C: AGCS Marine Insurance Company INSURER D: INSURER E: INSURER F:	
H&TCONT-01		NAIC # 20095 16691 22837	

COVERAGES **CERTIFICATE NUMBER: 764942720** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y	CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$10,000		TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment		MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2017

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PRODUCER
Daniels Commercial Insurance, LLC
248 W. Garden St.
Pensacola FL 32502

CONTACT NAME: Daniels Commercial Insurance, LLC
PHONE (A/C No. Ext): 850-308-7710 FAX (A/C No.): 850-308-7716
E-MAIL ADDRESS: service@dcinsllc.com

INSURED
H&T Contractors, LLC
P.O. Box 9
Freeport FL 32439-0009

H&TCONT-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BITCO General Insurance Corporation	20095
INSURER B: Great American Insurance Company	16691
INSURER C: AGCS Marine Insurance Company	22837
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 764942720

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		CLP3651026	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP	Y		CAP3651027	3/10/2017	3/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			TUU025584705	3/10/2017	3/10/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3651025	3/10/2017	3/10/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equipment Leased/Rented Equipment			MXI93076089	3/10/2017	3/10/2018	Equipment Floater Max per Item Schedule on File \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Request for Bids (RFB) No. 18-01-PS, Miscellaneous Asphaltic Concrete Continuing Services Contract. Certificate holder is an Additional Insured as respects General Liability & Automobile Liability if required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF DESTIN Budget Internal Transfer Form

Fiscal Year <u>2022</u>	Short Description <u>STORMWTR BREAK</u>	Entity Code <u>1</u>
Period <u>3</u>	Effective Date <u>12/6/2021</u>	Amendment Type* <u>1</u>
Ref 1 <u>BUA</u>	Budget Year Code <u>1</u>	Budget Projection Inclusion <u>One Time</u>
Ref 2 <u>ADJ</u>		

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
30058585 RENEW/REPLACE	565000 CAPITAL PROJECT	RR053 PHYS ENVIR	MOUNTAIN DR STORMWTR BREAK	I	\$ 17,532.00	\$ 0.50	\$ 17,532.50
30058585 RENEW/REPLACE	565000 CAPITAL PROJECT	RR054 ROADS	MOUNTAIN DR STORMWTR BREAK	D	\$ 17,532.00	\$ 439,259.00	\$ 421,727.00

	Initials	Date
Created by:	_____	_____
Entered by:	_____	_____
Approved by:	_____	_____

Note
Increase Physical Environment RR budget to replace stormwater system infrastructure at Mountain Drive behind Taco Bell. See 12/06/2021 consent agenda.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: November 30, 2021

SUBJECT: Proposed Bert Harris Settlement Agreement for 633 Gulf Shore Drive

I. BACKGROUND: On January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance, which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons.

On October 11, 2019, the Property Owner at 633 Gulf Shore Drive filed a claim with the City, pursuant to the Bert Harris law.

II. DISCUSSION: The proposed settlement agreement, which is recommended by the Building Official based on prior Council directive and subsequent inspections of the property, provides for a maximum occupancy of twenty-two overnight guests at the six (6) bedroom short-term rental. There are no pending code violations on the property.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: The Building Official and City Land Use Attorney recommend approval of the attached proposed settlement agreement.

IV. RECOMMENDED MOTION: I move to approve the attached proposed settlement agreement.

Attachments:

1. 633 Gulf Shore Settlement
2. BHC-INSP REPORT 633 GSD-3 (1)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____, 2021, ("Effective Date") by and between, M-Group Ventures Gulf Shores, LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 633 Gulf Shore Drive, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on October 11, 2019, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

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

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of twenty-two (22) overnight guests at the six (6) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim. Additionally, no future addition to the number bedrooms will increase the allowable occupancy at the Property.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and

shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
Attn: City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:

City Land Use Attorney
Romano Kopp Law, PA
PO Box 445
Destin, Florida 32541

To M-Group Ventures Gulf Shores, LLC: Scott Medin
P.O. Box 9734
College Station, TX 77842

With a copy to:

Matthews & Jones, LLP
Attn: C. Stephen Tatum
4475 Legendary Drive
Destin, Florida 32541

9. **Attorney's Fees.** In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue.** Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNER: M-Group Ventures Gulf Shores, LLC

Signature of Witness #1

Bryant S. Medlin

Print or type name

Phillip Medlin

Signature of Witness # 2

Print or type name

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 3, Block D, HOLIDAY ISLE RESIDENTIAL SECTION NO. 4, according to the Plat thereof as recorded in Plat Book 4, Page(s) 29, of the Public Records of Okaloosa County, Florida.



BHC-INSPECTION REPORT - Reinspection

**City of Destin
Building Department
4200 Indian Bayou Trail
Destin, Fl. 32541**

DATE OF INSPECTION: April 12, 2021

TYPE OF INSPECTION: Code Compliance for Burt Harris Claim

PROJECT ADDRESS: 633 Gulf Shore Dr.

INSPECTOR: Bruce Villella

FINAL RECOMMENDED OCCUPANCY: 22

INSPECTION RESULTS:

The 1008 sqft. attached garage has been converted to a game room and is heated and Cooled. The main homes heat and cooled area is 2352 sqft. = 3472 total heat and cooled area.

They are requesting an occupancy of 22, Current STR code would allow an occupancy of 16 and the Building Code would allow 17, calculated the 3472/200 formula. However, this 6-bedroom home containing enough beds to comfortably sleep 22.

First Floor – 4BR

BR-1) King bed, sleeps 2
BR-2) King bed, sleep 2
BR-3) 2 - Single bunk w/ trundle, sleep 6
BR-4) Twin bunk & Full bunk, sleeps 6

Second Floor – 2 BR

BR-5) King bed, sleeps 2
BR-6) king bed, sleeps 2
Living room – 2 sleeper sofas = 4

All violations noted on the following page have been corrected and brought into building code compliance as of April 12, 2021.

VIOLATIONS NOTED:

- 1) **All exterior stairs require graspable handrails on one side.**
- 2) **Stairs located from driveway up to first level deck requires a guard rail and handrail on open side of stairs.**
- 3) **The bottom of the exterior stairs from lower deck to upper deck have structural integrity problems and could collapse upload human load.**
- 4) **Electrical outlets serving kitchen Countertops require all of them to be GFCI protected. Currently 2 receptacles are not GFCI protected.**
- 5) **BR-1, window does not meet the minimum emergency egress size.**
- 6) **BR-4, window does not meet the minimum emergency egress size.**
- 7) **BR-6, window does not meet the minimum emergency egress size.**

Florida Residential Code:

R310.2Emergency escape and rescue openings.

Emergency escape and rescue openings shall have minimum dimensions as specified in this section.

R310.2.1Minimum opening area.

Emergency and escape rescue openings shall have a net clear opening of not less than 5.7 square feet (0.530 m²). The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. The net clear height opening shall be not less than 24 inches (610 mm) and the net clear width shall be not less than 20 inches (508 mm).

Exception: *Grade floor or below grade openings shall have a net clear opening of not less than 5 square feet (0.465 m²).*

R311.7.8 Handrails.

Handrails shall be provided on not less than one side of each continuous run of treads or flight with four or more risers.

R311.7.8.1Height.

Handrail height, measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

R311.7.8.2Continuity.

Handrails for stairways shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in newel posts or safety terminals. Handrails adjacent to a wall shall have a space of not less than 1½ inches (38 mm) between the wall and the handrails.

R311.7.8.3Grip-size.

Required handrails shall be of one of the following types or provide equivalent grasp-ability.

1. 1.Type I. Handrails with a circular cross section shall have an outside diameter of not less than 1¹/₄inches (32 mm) and not greater than 2 inches (51 mm). If the handrail is not circular, it shall have a perimeter dimension of not less than 4 inches (102 mm) and not greater than 6¹/₄ inches (160 mm) with a cross section of dimension of not more than 2¹/₄ inches (57 mm). Edges shall have a radius of not less than 0.01 inch (0.25 mm)

R312.1Guards.

Guards shall be provided in accordance with Sections R312.1.1 through R312.1.4.

R312.1.1Where required.

Guards shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 24 inches (610 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

R312.1.2Height.

Required guards at open-sided walking surfaces, including stairs, porches, balconies or landings, shall be not less than 36 inches (914 mm) in height as measured vertically above the adjacent walking surface or the line connecting the leading edges of the treads.

Exceptions:

1. 1.Guards on the open sides of stairs shall have a height not less than 34 inches (864 mm) measured vertically from a line connecting the leading edges of the treads.
2. 2.Where the top of the guard serves as a handrail on the open sides of stairs, the top of the guard shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm) as measured vertically from a line connecting the leading edges of the treads.

R312.1.3Opening limitations.

Required guards shall not have openings from the walking surface to the required guard height that allow passage of a sphere 4 inches (102 mm) in diameter.

E3902.6 Kitchen receptacles.

125-volt, single-phase, 15- and 20-ampere receptacles that serve countertop surfaces shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(6)]

CONCLUSION:

Properly correct all violations noted and the replacement of the windows requires to be permitting by a Florida licensed contractor, followed by inspection and verification that violations have been corrected and comply with code.

BUILDING OFFICIALS DETERMINATION:

Once all items are verified that they have been corrected. An occupancy max load for this home could accommodate 18. The home could comfortably add an additional single bunk in BR-3 and BR-4, providing for an additional 4 individuals above the existing 14 available sleeping beds currently available.

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
NOVEMBER 15, 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 Jim Bagby

Councilmember Rodney Braden

Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson

City Clerk Rey Bailey

Public Info Manager Catherine Card

Grants/Project Manager Jeffrey Cozadd

IT Manager Matthew Pace

Community Dev. Director Louis Zunguze

Land Use Attorney Kim Kopp

Deputy City Manager Webb Warren

Finance Director Krystal Strickland

Building Official Noelle Bell

Senior Planner Daniel Butler

HR Manager Nichole DeVito

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 Kevin Wendt, of Grace Lutheran Church in Destin, gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Schmidt requests placement of Section 6 - Consent Agenda following Section 3 – Public Comments.

Motion by Councilmember Schmidt, seconded by Councilmember King, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of October 4, 2021, Regular City Council Meeting

Councilmember Hebert moved for approval of minutes of October 4, 2021, Regular City Council Meeting; seconded by Councilmember King. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Braden voted “yes”).

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

A. Larry Ballard Retirement – Proclamation

The City Manager read the Proclamation honoring Mr. Larry Ballard upon his retirement after 34 years of service as Building Official for the City of Destin; and then presented the Proclamation and a gift from the city to Mr. Ballard.

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

Ms. Keri Harbarger, a Destin resident, stated that she is speaking on behalf of hundreds of citizens in the community in expressing support of Councilmember Prebble Ramswell who is not present at tonight's meeting.

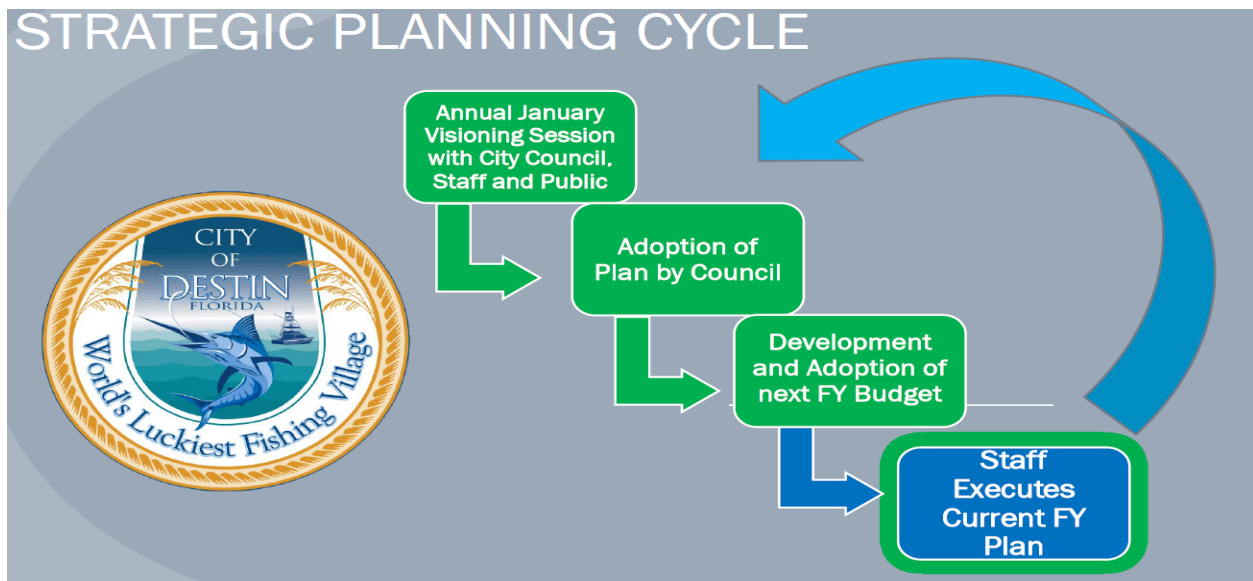
Mr. Cyron Marler, a Destin resident, questioned the purpose of the metal plates that were placed on Airport Road, and whether they are permanent or temporary.

Mr. Marler also noted that when he was still a member of the council, he brought up a safety issue regarding First Street and Benning Drive intersection. He stated that it is a dangerous intersection, and that proper realignment is necessary. He asked the council to revisit this matter.

4. CITY MANAGER REPORTS

A. Strategic Plan Update

The City Manager provided the following update of the City's Strategic Plan:



Prioritized Key Customer Groups

1. Year – Round Residents
2. Destin – Based Businesses
3. Visitors

STRATEGIC GOALS 2026

1. Financially sound city providing service excellence.
2. A green and sustainable environment.
3. Improve mobility and connectivity
4. Enhanced quality of life and safety for families.
5. Economic development and revitalization.
6. Effective, efficient, and aesthetically pleasing infrastructure.

PRIORITY LEVELS

CRITICAL PRIORITY – An objective that must be successfully accomplished within a specified amount of time. (no matter what).

IMPORTANT PRIORITY – A priority that can have a significant impact on performance. Resources are fixed and the variable is either time or the objective.

DESIRABLE PRIORITY – A priority where both resources and time are variables. The organization desires an outcome but cannot absolutely commit specific resources over any specifiable time period. *Resources are fixed for all critical and important priorities; therefore, it may become necessary to transfer resources from DESIRABLE priorities to CRITICAL priorities.

CRITICAL PRIORITIES

1.1 Offer livable wages & benefits to attract and maintain high caliber, qualified staff.

- New health insurance plan which provides increased benefits at more affordable rates is in effect for FY2022. This plan also included limited coverage for part-time workers.
- Council approved one-time longevity award for long-term employees has been distributed to staff.
- Sustainable wages-Staff has tied FY2022 and future proposed Cost of Living adjustments (COLA) to the federal Consumer Price Index (CPI) FY2022 COLA was approved for 5%. Merit up to 2%.

A compensation study is in progress to ensure our staff is adequately paid. Our consultants have interviewed staff and is compiling information for recommendations.

Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

1.2 Complete two-lane Cross Town Connector

*Since 2004, the city has worked on an alternative to highway 98 for citizens to access city amenities within Destin. Atkins North America has been re-engaged to update the project design and engineering to a two-lane section with multi-use trails. Revised design and engineering is anticipated to be completed in FY2024 after acquisition of right-of-way. The Florida Department of Transportation (FDOT) has budgeted financial support for right-of-way purchases. The City anticipates support from Okaloosa County for construction.



Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

1.3 Public Beachfront Acquisition Initiative

*Acquiring public beach is the Destin City Council's top priority in the City's 2020 Strategic Plan. The City of Destin has pledged \$9,000,000 (voter approved 1/2 cent sales tax) and Okaloosa County \$13,000,000 (funded by tourism bed tax) for potential beach acquisitions to expand beach access in Destin.

*Expansion and improvements at the City's Shore at Crystal Park began in April 2020.

Beach

Park design is in progress. City is in active communication with 3rd Parcel owner, TDD and Okaloosa BOCC.

TPL working on other opportunities for purchase.

Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

1.4 Underground Utilities

Planning Stage
In-Progress
Complete

*The City is working with a consultant to determine full cost of undergrounding utilities to improve resiliency (reduce storm damage) and to beautify the city by removing overhead electric, telephone, and cable lines. Council has assigned 10% of the Okaloosa 1/2 penny local discretionary surtax towards this endeavor. Utility franchise fees and debt will round out the primary sources of long-term funding.

Franchise agreement was finalized November 1, 2021

IMPORTANT PRIORITIES

1.5 Zerbe Street/Calhoun Avenue Phase II – Design Pedestrian Pathway Under Marler Bridge

Planning Stage
In-Progress
Complete

*The area of Calhoun Avenue from Clement Taylor Park to US 98 is identified in the Pathways Master Plan.

Phase I of the project was completed during FY21.

Phase II of the project incorporates designing and constructing a walkway under Marler Bridge to the Harbor Boardwalk.

Funding and sources will be reviewed again when engineering design is completed.

DESIRABLE PRIORITIES

1.6 Research Viability of Multi-use Convention/Sports/Community Center

*Perform Phase I Feasibility Study to determine available options in the future as funding allows.

*\$75K Budgeted FY22.

DESIRABLE PRIORITIES

1.9 City Marina

*Perform Phase I Feasibility Study to determine available options in the future as funding allows.

*\$75k Budgeted FY22.

DESIRABLE PRIORITIES

1.10 Improve Parking, Explore, Options (i.e. Garage, Surface, etc.)

Planning Stage
In-Progress
Complete

*Parking improvements can be funded from the parking fund. Future years will include repaving, restriping, and potentially other projects to improve public parking throughout the city.

*Improvements to the Zerbe-Sibert parking lots are scheduled for FY2022

DESIRABLE PRIORITIES

1.11 Beach Re-nourishment, Planning and Scheduling

Planning Stage
In-Progress
Complete

*Beaches are monitored by the TDC.

*Beach Renourishment Funding – TDC current reserve balance is \$15 million.

* TDC and BOCC are monitoring beaches and is in regular communication with city administration.

MANAGEMENT OBJECTIVES FY 21/22

CRITICAL PRIORITIES
IMPORTANT PRIORITIES
DESIRABLE PRIORITIES

CRITICAL PRIORITIES

2.1 Balance Resources (Staffing, Time & Money) with Mandatory & Non-Mandatory Functions/Project/Tasks.

2.2 Funding Sources for Beach Acquisitions.

2.3 Funding Sources for Undergrounding Utilities.

Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

2.4 Develop and Implement Processes for Consistent and Streamlined Application of Codes and Procedures; Streamline Livery Vessel Regulation & Permitting; Streamlined, Prompt Consistent Building Permitting.

2.5 Improve Communication with Council/Public/Staff.

2.6 Continuous Improvement of Contract Management Process.

2.7 Key Functions/Services: Continuous Improvement of Effectiveness and Efficiency.

Planning Stage
In-Progress
Complete

DESIRABLE PRIORITIES

2.8 Establish Park Foundation to Assist with Acquisitions, Renovations, and Maintenance.

Planning Stage
In-Progress
Complete

MANAGEMENT IN PROGRESS FY 21-25

CRITICAL PRIORITIES
IMPORTANT PRIORITIES
DESIRABLE PRIORITIES

CRITICAL PRIORITIES

3.1 Memorialize Institutional Knowledge – Compass System and Scorecard.

3.2 Plan for Renewal and Replacement of City Facilities and Infrastructure – City has budgeted \$75k for infrastructure and facilities asset study. Budgeted \$2.5 Million for FY2022.

3.3 Monitor Restore Act Grants –Royal Melvin grant on-going. Clement Taylor grant to begin in FY22.

Planning Stage
In-Progress
Complete

IMPORTANT PRIORITIES

3.4 Implement Enhanced Signage Control.

3.5 Develop/Implement Wayfinding Program: Improvement of the City's Gateways; Move "Welcome to Destin Sign" to East Side of Bridge – In progress.

3.6 Update Golf Cart/Low Speed (LSV) Rules – Lowering speed limit signs to 30 mph.

3.7 Implement a Roadway Striping Program – Began in 2021. Beach Drive and Main Street striping jobs, 41,704 feet of stripe have been put down in FY 21, covering 10,321 feet of roadway.

3.8 Provide Training to Board and Committee Members.

3.9 Improve Sidewalks (wider, more walkable) – Completing ADA pedestrian evaluation and plan study and Community Development staff is working on a mobility study.

3.10 Monitor Beach Cleaning with Okaloosa County – In progress.

3.11 Redevelopment (citywide).

Planning Stage
In-Progress
Complete

DESIRABLE PRIORITIES

4.15 Design and Construct Gulf Power Easement Trail/Linear Park – \$1.3 Million budgeted in FY23-25 for engineering, design and phase 1 construction.

4.16 Design and Construct Pickleball Courts – FY22 \$400k is budgeted. Discussions are underway with Okaloosa County for additional land.

Planning Stage
In-Progress
Complete

Other completed FY20 Objectives

Short-term rental compliance with regulations.

Recruit Project and Grants Manager.

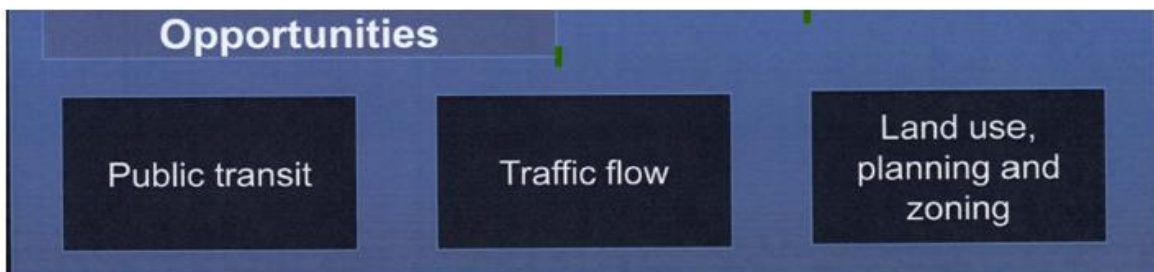
Request TDC funds for additional OCSO services.

Enforce residential boat and RV parking regulations.

Regulate building height limits to five stories (referendum).

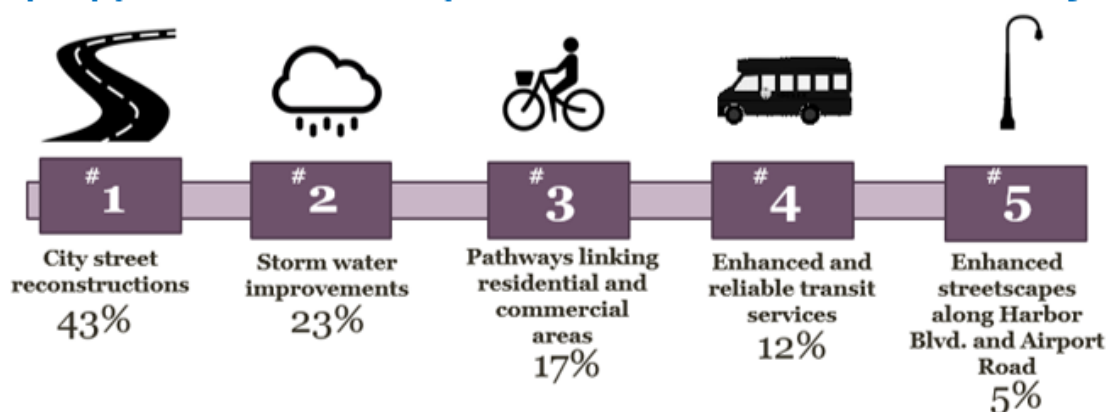
2013 Citizen Survey Results

Top Opportunities for Improvement in 2013 Citizen Survey



2017 Citizen Survey Results

Top Opportunities for Improvement in 2017 Citizen Survey



B. City Manager Evaluation Process - Resolution 21-16

The City Attorney noted that at the last meeting they discussed changes that needed to be made to the resolution relating to the City Manager evaluation process. Those changes have been incorporated into the resolution, most importantly, in the flowchart that describes the timing of certain actions and how certain actions need to take place.

Councilmember Hebert moved for approval of Resolution 21-16; seconded by Councilmember King.

Councilmember Bagby announced that a proposed change to the City Manager evaluation timelines is currently being finalized. This will align the HR evaluation process with the strategic planning process and the budgeting process. Staff will bring back the proposal at the first meeting in December, at which time he will offer a motion to incorporate the proposed change into the resolution.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Braden voted “yes”).

C. Rules of Procedures for City Council Meeting - Resolution 21-17

The City Manager stated that at the November 1, 2021 meeting, the City Council directed staff to draft an amendment to Resolution 13-15, *Rules of Procedures for City Council Meeting*, incorporating the following changes:

- Move Proclamations / Recognition / Special Presentation / Announcements following Agenda Approval
- Move Consent Agenda up following the 1st Public Comments section
- Move Approval of Minutes under Consent Agenda
- Eliminate requirements for yellow card/blue card
- Bring back a resolution combining all previous amendments to Resolution 13-15

Following a brief discussion, council directed staff to make further amendments to the new resolution as follows:

- Change new Section 1 on the agenda template on page 5 of the resolution to read, *“Proclamations / Recognitions / Special / Public Presentations*
- Add the following language on page 10, paragraph 6.3 – Presentation by Member of Council - of the resolution: *“If such a vote passes, then that measure would be open for public comments.”*

Motion by Councilmember Hebert, seconded by Councilmember King, to approve Resolution 21-17, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Braden voted “yes”).

D. Temporary Vacation of Council Seat

The City Attorney stated that due to a temporary vacancy in office, the council will need to appoint a replacement council member using any process of their choice.

Councilmember Schmidt moved to appoint Mr. Bobby Wagner to fill the vacant council position, seconded by Councilmember King.

According to Councilmember Hebert, council has typically allowed a period for applications to be filled and then selected an appointee from those applicants, such as the case recently when they appointed Mr. Chatham Morgan to temporary fill a vacant position.

The mayor stated that in the interest of transparency and fairness, they should advertise and give everyone the opportunity to apply.

Councilmember Destin noted that Mr. Wagner ran for council seat at the last special election and came very close to winning; and though he understands the logic behind the mayor's statement, he feels Mr. Wagner is an ideal choice to fill the vacant position.

Councilmember Bagby stated that he does not have a problem appointing Mr. Wagner to fill the vacant position as he ran a good campaign and received a lot of votes at the last special election. However, he supports opening the process to give other people a chance to apply if they so desire. He also believes the interim member they appoint will have a significant advantage if they decide to run for council at the next November election.

The City Attorney inform the council that the city charter only requires the majority of the remaining member of the council, or 4 "yes" votes to appoint an interim member; and that the mayor cannot act as a tie breaker in this situation.

The mayor called for a vote on the motion, which passes 4-2 (Council members Schmidt, King, Destin, and Braden voted "yes"; Council members Hebert and Bagby voted "no").

E. FDEM State-Funded Grant Agreement - Flood Management Project

The City Manager announced that the city's grants and programs manager worked with State Representative Patt Maney and State Senator George Gainer to have nearly \$100,000 appropriated to the city to purchase two pumps to be used in an emergency flooding situation. He asked council to authorize the mayor to sign the grant agreement and accept the state funding.

Councilmember Schmidt moved to authorize the mayor to sign the FDEM State-Funded Grant Agreement and have staff return the signed agreement to FDEM; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Braden voted "yes").

F. Announcements

1. City facilities will be closed November 25th & 26th in observance of Thanksgiving.
2. I will be out of the office the week of November 22nd, Deputy City Manager

Warren will be in charge during my absence.

3. The Destin Tree-Lighting ceremony will be held on Thursday December 2nd, 6:00pm, at the Destin Community Center.
4. Volunteers for Advisory Committees and Board.

Councilmember Schmidt stated that he would like to know whether his appointees to these committees and boards are attending their scheduled meetings on a regular basis sooner rather than later. Information provided by the City Clerk revealed an awful lot of meetings are being cancelled for lack of quorum.

The City Clerk will provide a monthly committee attendance report to the Council.

Next, the mayor requests he be appointed by the council as their primary representative to One Okaloosa EDC.

Motion by Councilmember Hebert, seconded by Councilmember King, to appoint Mayor Jarvis as Council's primary representative to One Okaloosa EDC passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Braden voted "yes").

5. PUBLIC HEARINGS

- A. Second 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.

The City Attorney read Ordinance 21-23-CN by title, and then presented it to the council on second reading:

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.

The mayor opened a public hearing to receive comments for or against the proposed ordinance.

Mr. Greg Fisher, a Destin resident and livery operator, noted that the taxpayers in Destin spent a lot of money to conduct the Harbor Capacity Study and yet this council approved a 53-slip marina. He continued that they should have waited until after the completion of the study, which is only about 6 months away, before approving the project.

Having no further comments from the public, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Hebert moved to approve Ordinance 21-23-CN on second reading; seconded by Councilmember King. Motion passed 5-1 (Council members Schmidt, King, Hebert, Bagby, and Destin voted "yes; Councilmember Braden voted "no").

- B. Bowman Consulting, on behalf of J P D Investments, Inc., is requesting approval for

a Major Development Order. The project is located at 1021 Highway 98 East (Parcel ID: 00-2S-22-0000-0013-0040). The property is approximately 1.38 acres and is Currently the location of the vacant Gulfview Plaza. The applicant is proposing a new, ±4,777 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
Louis Zunguze, Community Development Director
Jenny Baez, Branch Manager, Bowman Consulting

At this time, the City Attorney inquired whether there have been any ex-parte communications that have taken place involving members of the city council relating to this project.

Each member present responded that no ex-parte communications have taken place.

Mr. Daniel Butler introduced the project as a single-story restaurant located at 1021 Highway 98 East. The zoning designation and Future Land Use Map designation for this parcel is Town Center Mixed Use. Staff feels this is the proper Future Land Use designation. It is a permitted use within the zoning district. The project, as designed, meets or exceed the minimum Land Development Code requirements and comprehensive policies. There is ample stacking spaces for this proposed location. Staff recommends approval of the project.

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 their discussion and consideration.

Councilmember Bagby moved for approval of Chick-Fil-A, a Major Development Order; seconded by Councilmember King. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Braden voted “yes”).

6. CONSENT AGENDA

- A. Authorization to Purchase an International HV607 18-yd Dump Truck
- B. CivicRec - Parks and Recreation Management Software
- C. 781 Bayou Drive Single-Family Residential Marine Construction Proposed
- D. NuShore Permit Modification - Request from Okaloosa County
- E. Capital Project Status
- F. Operations Financial Report
- G. Paid Parking Sales Tax

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

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

- A. Councilmember Braden
- B. Councilmember Destin

Councilmember Destin requests the following item be added to the next council meeting agenda: *“Increase parking at Norriego Point Park.”*

- C. Councilmember Bagby
- D. Councilmember Hebert
- E. Councilmember King
- F. Councilmember Schmidt
- G. Mayor Gary Jarvis
- H. Land Use Attorney
- I. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 7:35 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
OCTOBER 18, 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 Jim Bagby

Councilmember Prebble Ramswell

Councilmember Kevin Schmidt

Destin City Staff

City Manager Lance Johnson

City Clerk Rey Bailey

Public Information Manager Catherine Card

Community Dev. Director Louis Zunguze

Engineering Assistant II Joe Bodi

Finance Director Krystal Strickland (virtual)

Public Works Director Michael Burgess (virtual)

Deputy City Manager Webb Warren

Principal Planner Steve O'Connor

Grants/Project Manager Jeffrey Cozadd

Building Official Noelle Bell (virtual)

City Attorney Kyle Bauman

Land Use Attorney Kim Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

AGENDA APPROVAL

Councilmember King requests the Consent Agenda section be moved up following the first Public Comments section of the agenda.

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

1. APPROVAL OF MINUTES

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

Councilmember Hebert moved for approval of minutes of September 20, 2021, Regular City Council Meeting; seconded by Councilmember King. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

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

Mayor Jarvis read the Proclamation recognizing Florida City Government Week, and then presented it to the City Manager.

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

4. CITY MANAGER REPORTS

- A. Capital Project Status
- B. Operations Financial Report
- C. Announcements

- Special City Council Meeting scheduled for Thursday, October 21st, at 5:30 PM. First reading of Franchise Agreement Ordinance – Electric Utilities
- “Trunk or Treat” event at the Destin Community Center parking lot on Monday, October 25th, from 6-8 PM
- Destin Library’s Halloween Hike on Wednesday, October 27th, beginning at 10:30 AM
- High friction surface treatment currently being applied on Airport Road

5. PUBLIC HEARINGS

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

Councilmember Ramswell announced she would abstain from discussion and vote on the project on the advice of counsel.

The City Attorney sworn in the following individuals for testimony:

Principal Planner Steve O’Connor
Engineering Assistant II Joe Bodi
Community Development Director Louis Zunguze
Project Engineer Matt Trammell

The City Attorney inquired whether any member of the City Council has had any ex-parte communications regarding this project.

Councilmember Schmidt stated he has none.

Councilmember King noted having some discussions with some of his constituents; however, given those discussions, he feels he will still be able to make a fair and impartial decision tonight.

Councilmember Hebert stated she has had some discussions with citizens but will be able to make a fair and impartial decision tonight.

Councilmember Bagby announced he has had no discussion with anyone regarding this matter.

Councilmember Destin stated he has had some discussions with citizens but expressed no opinion for or against the project and will not affect his vote.

At this time, the Land Use Attorney requested that the staff report, and its 11 attachments be admitted into the record as the City Composite Exhibit A.

The applicants expressed no objections to admission of documents into the record.

The Land Use Attorney expressed that Pointe Mezzanine, LLC, and Pointe Resort, LLC are proposing a docking facility along the western shoreline of Destin Harbor, between the existing East Pass Towers condominium and the City's Norriego Point property. Such proposed project is a 50-slip docking facility with 3 mooring points for a total of 53 vessel spaces, with approximately 1 acre of dredge area located immediately offshore of the existing sheet pile wall. The proposal is a private long-term residential docking facility that is an ancillary use to the long-term residential condominium development that was previously authorized in 2009 pursuant to Development Order (DO) 09-17. She stated that the Applicant is requesting approval for a Major Development Order, Major Subdivision and Marine Construction Permit, and in connection with these requests, has offered the Gulf Shore Drive Extension Construction Agreement for City Council consideration as well. Upon receipt of the Applicant's request for a Major Development Order, the City requested that the Applicant also submit a Major Subdivision application in order to show three lots, consisting of the upland, submerged land, and the land identified as Gulf Shore Drive Right of Way. The right-of-way is platted as a lot in the proposed subdivision plans and will be deeded from the Applicant to the City in fee simple pursuant to the terms of the Gulf Shore Drive Extension Construction Agreement. The long-term residential condominium development was previously reviewed and approved by the City under Development Order #09-17. However, docking facilities were specifically excluded from said Development Order. Therefore, approval of the docking facility as an ancillary use to the approved condominium requires City Council review and approval of a major development order for the docking facility. She also stated that the review of the upland multi-family residential development is not before the City Council at this time because it was previously approved by the 2009 Destin City Council. The existing DO 09-17 is for long-term residential uses, and therefore does not permit short-term residential uses

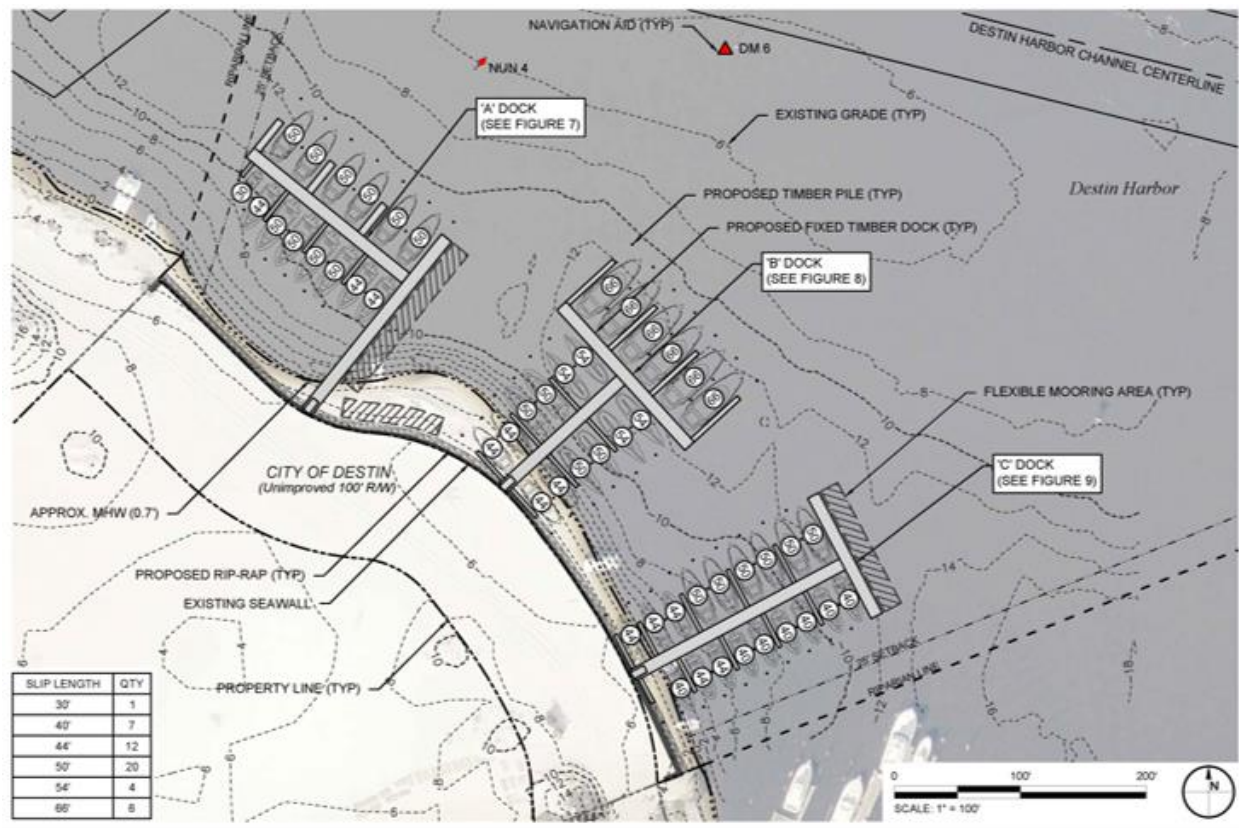
or time shares. The proposed DO that is before the council tonight for the docking facility prohibits any use of the docks until such time the upland condominium receives a Certificate of Occupancy. They have also proposed in the DO that any commercial or non-residential use of the docks is strictly prohibited. It is also prohibited by the City's Comprehensive Plan and Land Development Code. In defining commercial uses, the city has noted that any non-residential use of the docks is strictly prohibited which would include a frequency and intensity of arrivals and departures of the vessels that is not typical of the residential development. They have also prohibited sub-leasing of the docks by a non-resident of the condominium.

The Land Use Attorney also noted that with the approval, certain fees will need to be paid. Although they are not separate impact fees associated with the docks, Development Order #09-17 required an impact fee in the amount of \$174,542 for the condominium. They would require this amount of be paid prior to issuance of Certificate of Completion for the dock. The applicant must provide proof that the State's Net Positive Public Benefit fee of \$500,000 has been paid to the Trust for Public Land. Prior to the issuance of any city permit, the applicant must satisfy the City's Net Positive Environmental Benefit by offsetting the impact with improvements or paying a fee equal to 25% of the cost of construction of the docking facilities. Prior to tonight, the requested marine construction permit received a recommendation of approval by a 4-1 vote at the City's Harbor and Waterways, with Mr. Guy Tadlock casting the dissenting vote. The recommendation was with 3 conditions to include payment of impact fees just referenced, as well as the final DO be issued to the condominium, and City Council approval of the development order and Major Subdivision applications. If the marine construction permit is approved this evening, the applicant remained obligated to obtain all the required State permits and submit them to the city to begin the actual construction permitting process.

At this time, Attorney Gary Hunter from Holtzman Vogel law firm, representing the applicant, gave the following presentation:

Gulf Shore Drive Extension Construction Agreement:

- Resolves any potential title issues
 - City of Destin ownership of 100' Right-of-Way for Gulf Shore Drive extension
 - Pointe Resort, LLC ownership of parcel 00-2S-24-0000-0034-0020
 - Pointe Mezzanine, LLC ownership of parcel 00-2S-24-0000-0034-0000
- Developers responsible for construction and cost of Gulf Shore Drive Extension Project to Norriego Point Park Recreational Improvements
- In coordination with FDEP
- Provides timeline for permits and construction.



Pointe Resort Docking Facility (20-32-SP)

- Ancillary use to Development Order No. 09-17
- Private docking facility; no commercial use
- 3 docks
- 53 vessel spaces (50 slips, 3 mooring points)
- 119' – 500+' from navigation channel
- >25' from riparian lines

Existing Approvals:

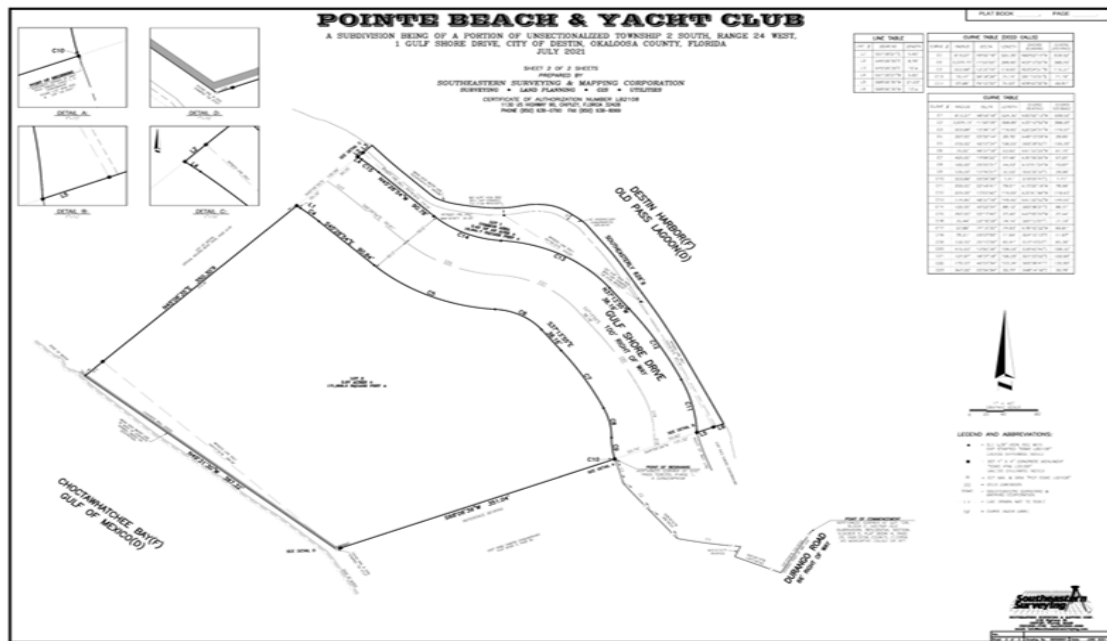
- City of Destin Development Order No. 09-17
- Florida Department of Environmental Protection Permit No. 0251677-007-EI/46
- Army Corps of Engineers Permit No. SAJ-2005-06882

Conditions on Approval:

- No commercial activity
- Proof of \$500,000 Net Positive Public Benefit payment to Trust for Public Land
- Satisfy City of Destin Net Positive Environmental Benefit program by contribution of 25% cost of construction of the docking facility
- Use of docking facility contingent upon final certificate of occupancy for development as approved in DO 09-17.

Applicant is agreeable to all conditions.

Pointe Beach & Yacht Club Subdivision Plat:



Major Subdivision of Pointe Beach & Yacht Club Plat (21-24-MS):

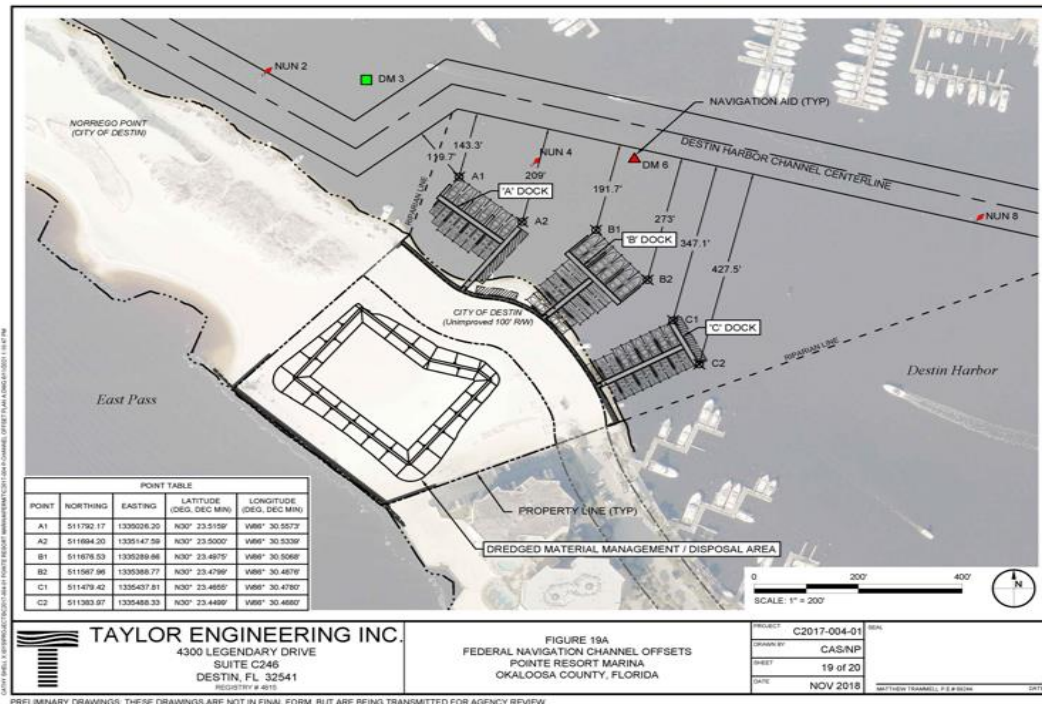
- Major Subdivision clarifies existing conditions:
 - City of Destin ownership of 100' Right-of-Way for Gulf Shore Drive extension
 - Pointe Resort, LLC ownership of parcel 00-2S-24-0000-0034-0020
 - Pointe Mezzanine, LLC ownership of parcel 00-2S-24-0000-0034-0000

Gulf Shore Drive Extension Construction Agreement:

- Resolves any potential title issues
 - City of Destin ownership of 100' Right-of-Way for Gulf Shore Drive extension
 - Pointe Resort, LLC ownership of parcel 00-2S-24-0000-0034-0020
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- Provides timeline for permits and construction.

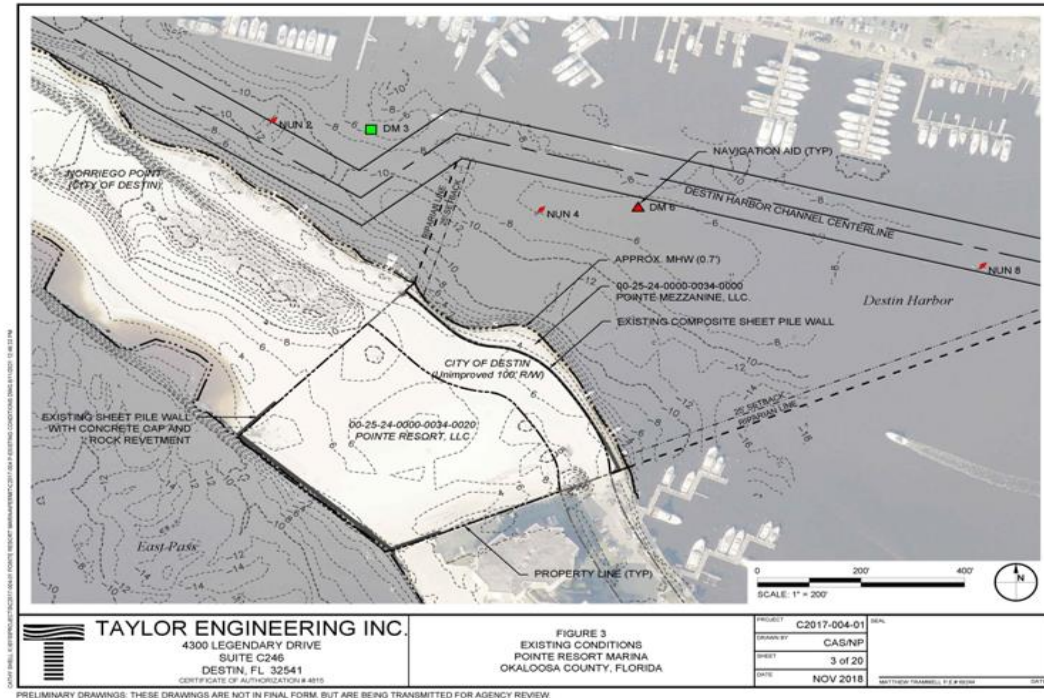
Mr. Matt Trammell, the docking facility consultant with the applicant, and originally the engineer of record during the initial submittal of the application to FDEP, Corps of Engineer, and the City of Destin, provided a brief overview of the project.

Setback Distance from Destin Harbor Channel:



- The docking facility includes the 3 docks
- There is the small parcel seaward on the harbor side of the existing bulkhead
- The existing bulkhead will be stabilized
- The material on the harbor shoreline will be dredged
- It will be hydraulically pumped to the upland parcel
- The scale of the dredging is approximately 10,000 cubic yards
- That material will be utilized for foundation work for the future upland development
- The dock construction will proceed very shortly thereafter once the dredging has occurred
- The dredging will have minimal disturbance to the city's right-of-way
- State and federal agencies typically require a minimum 75-foot setback from the federal navigation channel.
 - The docking facility is approximately 120 feet to the closest point and exceeds 500 feet in other areas
- It will have all the protective features deemed to be necessary
- The project is approximately 2000 feet further landward from the tip of Norriego Point.
 - It is approximately 3000 linear feet from the true mouth and the beginning of the federal navigation channel

Riparian Lines:



- The depths offshore of the parcel outside of the proposed dredging area are basically 8 to 12 feet of water.
 - Well sufficient water depth for the docking facility
- Regulatory process. The state and federal authorizations.
 - This project is occurring on sovereign submerged lands
 - The Florida DEP is the regulatory authority in state waters.
 - FDEP has done quite a comprehensive analysis during the review of the project. It included an engineering analysis, environmental analysis, biological assessment of the water quality.
 - There have been a series of criteria established by FDEP to ensure the project will not adversely affect the public health, safety and welfare
 - It was the determination of the state that this project will not have any adverse impacts on navigation, water flow, erosion or shoaling
 - The applicant has gone above the minimum criteria mentioned earlier

At this time, the mayor opened a public hearing to receive comments for or against the proposed project.

Ms. Marcie Bell, a Destin resident, posed the following questions:

- *The number of boat slips is supposed to match the number of units to be built; in this case 53 boat slips. What happens if the number of units built is less than the number of boat slips? Who would own the extra boat slips?*
- *What assurances do the residents of Holiday Isle and along Gulf Shore Drive have that sometime in the future, zoning will not change, and this would not be turned into a commercial facility?*
- *Is construction of the marina contingent upon construction of the condominium units?*
- *Why are the two parcels under two separate names (Pointe Resort and Point Mezzanine, rather than under one entity?*

Mr. Ian Blaise, a Destin resident, asked the following questions:

- *What is the urgency in building the docks when a Harbor Capacity Study is currently underway to determine, among other things, what the harbor can hold in terms of vessels?*
- *There have been some discussions regarding moving the channel to the south for the north side of the harbor. How would this project affect that if it was to happen?*
- *What size slips do they plan to build and what is the maximum size of the vessels they plan to accommodate?*
- *Why was this project submitted for approval when the development order was initially approved in 2009?*
- *How soon would construction of the docks and units start and what is the estimated completion time?*

Ms. Laurie Sanders, a Destin resident, asked the following questions:

- *Will there be a dumpster for the marina and whether the dumpster will be put out on the road for pickup? or will they utilize the upland building dumpster?*
- *The road in front of 100 Gulf Shore Drive has a parking area. The sidewalk ends in the marina building. Who is responsible for connecting that sidewalk to the new sidewalk for the development?*
- *Why not move the huge parking lot in front of 100 Gulf Shore Drive to the entrance to the park if the developer is willing to pay to build the road?*
- *What is the definition of flexible slips and transient slips?*

Ms. Gina Glasco, a Destin resident, expressed support of the proposed development. She stated that she worked at the tallest building, which is a 12-story building in Destin, in 1984, and that she had seen a lot of major growth in the city since that time. She continued that they now have another opportunity for growth in Destin. It would bring a clientele of individuals in elite economic bracket. She added that Pointe Mezzanine is a company that will build a quality product.

Having no further comments from the public, the mayor closed the public hearing portion and turned the matter over to the city council for their discussion and consideration.

Councilmember Hebert requests a response to the question regarding the dumpster and parking.

Mr. Hunter noted there will be trash receptacles at the dock location, and a dumpster at the site for the condominium facility.

Councilmember Hebert inquired as to the maximum size of the yachts that the slips would accommodate.

According to Mr. Hunter, the FDEP permit states the maximum size of the boat. It also provides for the maximum length of the dock; and that he believes the maximum dock and boat size is 68 feet. He added that the temporary docking facilities would allow longer boats to be located in those slips, but the boat will not be protruding out into the channel.

Councilmember Hebert inquired as to the purpose of the extra transient slips.

Mr. Trammell stated that they prefer to use the term “flexible mooring.” He explained that the state submerged land lease requires boats of specific length to go into specific slips. For example, a 50-foot slip will house a boat that is 50 foot or less. The flexible mooring areas run up to about 150 linear feet of dock, and so they could house up to a 140-foot boat in that area. They should also be considered a permanent slip.

Councilmember Hebert wants to make sure there would not be any commercial boats picking up passengers from those dock and taking them to Crab Island, and that they would be privately owned.

Mr. Hunter replied affirmatively.

Councilmember King asked how many additional parking spots this project will open up on Gulf Shore Drive Road going into the park.

The City Attorney explained that the road has not been fully designed and engineered, but the concept FDEP has submitted to the city, which the city approved, had 22 parking spaces.

According to the Land Use Attorney, the parking issue is covered by the 2009 development order. There are 153 parking spaces which are associated with the condominium units depending on the number of bedrooms. There is nothing additional required parking for the slips because they are connected to those units and strictly for the residents.

Councilmember King asked about the timeline for the construction of the docking facility and the condominium units.

Mr. Hunter stated that the timeline at this time is a little unclear. The docking facility and the condominium units should be built concurrently; however, the docking facility would be easier to construct than the condominium units. The docking facility may get built first but would not be usable until the condominium units receive a certificate of occupancy from the city.

Councilmember King asked what happens if sometime in the future they want to use the dock for commercial activity, and if the number of slips do not exactly match the number of condominium units.

According to the Land Use Attorney, the number of slips does not exactly match the number of condominium units. There will be 79 condominium units and 53 slips; however, the slips will always be tied to the condominium units. With regards to the question regarding commercial activity, there will be at least 8 public hearings to be held if they try to convert the dock to commercial uses. The Future Land Use and zoning designation on the property is High Density Residential, which does not allow commercial uses. It would take a comprehensive plan amendment, which would take a hearing by the Local Planning Agency and two City Council hearings. If approved, they would then need to change the zoning which would also take a hearing by the Local Planning Agency and two City Council hearings. The development order would then have to be amended and a change of use application submitted which would take another public hearing by the Harbor and Waterways Board and City Council. They may also need to obtain a new FDEP permit because the current FDEP permit provides that the slips are tied to the residential units.

Councilmember Schmidt asked for the reason the docking facility was excluded from the 2009 development order. The report indicates the dock removed from the application.

Mr. Hunter stated there was not a docking facility associated with the project back in 2009; it was just the condominium units. The applicant did not apply for a dock during that period.

The Land Use Attorney noted that the docking facility was not in the 2009 application and then removed. The 2009 development order provides that the order does not contemplate docks.

Councilmember Schmidt stated that though the applicant agrees to build the right-of-way road, that road is necessary to be able to construct the 9-story condominium units anyway.

Mr. Hunter stated that the road is necessary for construction of the building, but the discussion with the city centered around who will be responsible for paying for the construction of that road.

Councilmember Schmidt asked whether FDEP conducted some type of study associated with the 53 slips in order to determine the health, safety and welfare of the general public.

Mr. Trammell noted that as engineers they review a project, and the first consideration is to uphold the public health, safety and welfare. They have conducted their own assessment and analysis for this particular project and submitted the application to state and federal regulatory agencies which have a tremendous number of criteria that they review – recreational and commercial use of the waterway, fisheries habitat, water quality analysis, hydro-dynamic analysis, pollutants analysis. This project was reviewed and approved by the state and federal agencies, the US Coast Guard, and the Fish and Wildlife Services.

Councilmember Schmidt asked if these agencies consider whether the body of water can actually handle the magnitude of the project.

Mr. Trammell replied affirmatively, stating that the federal government has regulation on how close they could site a facility to a federal navigation channel or a water body with sufficient depth. The minimum requirement is typically 75 to 100 feet. This project was held to 75-foot minimum. This is only one criterion. They looked at the comprehensive view as well.

Councilmember Schmidt noted they have discussed putting clarity on three parcels – Pointe Resort-owned parcel, Point Mezzanine-owned parcel, and city right-of-way parcel. He asked what clarity needs to be made regarding these parcels.

Mr. Zunguze explained that they required the subdivision because there were a number of conflicting deeds, and they want to make sure all the boundaries to all the properties are clear. It is extremely important that their record is clear, and that it is not quite clear at this time.

Councilmember Schmidt expressed concern that they are dealing with this application at this time when a member of the council is not even participating. Secondly, they have been working for years on the Harbor Capacity Study to understand what is going on in the harbor in terms of the businesses, vessels, environment, residences, and the waterways. They should wait until after completion of the study before considering any further development in the harbor to determine the impact on the harbor.

Councilmember Bagby noted that overnight parking is prohibited in the available parking spaces before they get into the right-of-way and the parallel parking spaces within the right-of-way for the park. He asked when these parking spots be completely emptied, when parked vehicles will be cited or towed away.

According to the Deputy City Manager Webb Warren, parking is prohibited in these lots between 11:00 PM and 3:00 AM.

Councilmember Bagby inquired as to the maximum size of the boat that can be parked in the flexible dock, and when are they allowed to park in that slot.

Mr. Trammell noted that the the longest slip is approximately 140 feet. He continued that varying agency have varying definition for flexible, transient, or permanent docks. If the slip is owned by condominium residents, and they have friends who come to visit them, they can park their boat in that slip as long it fits. The use could be transient, but they are all designed as permanent slips.

Councilmember Bagby requests clarification on the concept of tolling and how it applies in this particular setting.

The Land Use Attorney explained that under Florida Statutes, when the Governor issues an executive order for a state of emergency due to a hurricane or similar event, the time to act under an existing development order is tolled or stayed pending the time frame in that executive order. She continued that she would need to review the executive orders involved and the language of those executive orders one by one to make a determination in this case.

Councilmember Bagby inquired as to the estimated cost for this project.

Mr. Trammell stated that the exact cost is unknown at this time. It would depend on whether the material is concrete or timber. They are still reviewing these options very closely.

Councilmember Bagby asked when impact fees will be assessed for this project.

Mr. Zunguze replied impact fees will be assessed at the issuance of the certificate of occupancy, and it will be the fee schedule at the time of pulling the permit.

Councilmember Destin asked if there was any mechanism in the condominium document that would prevent time sharing.

Mr. Hunter stated there is a language in the condominium documents in that regard, and that city code prevents it as well.

The Land Use Attorney noted the units are designed for long-term residential use, and time sharing, or short-term rental is prohibited. She added that the 2009 development order requires that copies of the condominium documents be provided to the Land Use Attorney and city staff, and so they will review those before any permits are issued.

Councilmember Destin asked whether the public is allowed to use the transient slips.

Mr. Trammell stated that the public cannot use the flexible slip without specific authorization from the condominium owner.

Councilmember Destin noted that the city received the public right-of-way from the county which received it from the federal government. There has been an earlier discussion about a tentative agreement with FDEP regarding how many parking spaces will be placed in that right-of-way. Since the city owns the right-of-way fee simple, FDEP does not have the authority to dictate the number of parking spaces to place in that right-of-way. He asked that language be inserted into the agreement so that the amount of parking in the city's public right-of-way shall be determined by the city.

Councilmember Hebert moved to approve the subject Major Development Order for the Docking Facility, the Major Subdivision, and the accompanying Gulf Shore Drive Extension Construction Agreement and Marine Construction Permit subject to the following conditions:

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

Councilmember King provided a second to the motion.

Councilmember Bagby stated that if this project falls under the Holiday Isle Improvement Association area, they will need to follow their rules. He also asked that the motion be amended to include the language that approval of the project is subject to the staff completing a review of the tolling time on this project.

Councilmember Bagby wants to know if a condominium owner is allowed to sublease their boat slip.

The Land Use Attorney stated it is prohibited as it is considered a commercial activity, and it is specifically addressed in the development order.

Councilmember Destin requests the motion be further amended by including a language directing the City Attorney to work with appropriate parties to amend the Gulf Shore Drive Extension Construction Agreement language to make it quite clear that the design and amount of parking in the City's public right-of-way shall be left at the discretion of the City of Destin.

Councilmember Hebert offered an amended motion to approve the subject Major Development Order for the Docking Facility, the Major Subdivision, and the accompanying Gulf Shore Drive Extension Construction Agreement and Marine Construction Permit subject to the following conditions:

- 1. Prior to permit approval, the applicant must provide proof that the State's Net Positive Public Benefit fee of \$500,000 has been paid to the Trust for Public Land.**
- 2. Prior to permit approval and issuance, the applicant must satisfy the city's Net Positive Environmental Benefit by offsetting the impacts with improvements or paying a fee equal to 25% of the cost of construction of the docking facility.**
- 3. Any use of the docking facility is contingent upon a final Certificate of Occupancy for the previously approved upland development and all other conditions set forth in DO 21-23.**
- 4. Subject to the staff completing a review of the tolling time on this project.**
- 5. The City Attorney to work with appropriate parties to amend the Gulf Shore Drive Extension Construction Agreement language to make it quite clear that the design and amount of parking in the City's public right-of-way shall be left at the discretion of the City of Destin.**

Councilmember King provided a second to the amended motion.

Motion passed 4-1 (Council members King, Hebert, Bagby, and Destin voted “yes”; Councilmember Schmidt voted “no”; Councilmember Ramswell abstained from voting; Councilmember Braden was absent from the meeting).

6. CONSENT AGENDA

- A. Beach & Boardwalk Operations FY22-TDC Interlocal Agreement w/BOCC
- B. John Deere 410L Loader, authorization to purchase
- C. John Deere 3033R Compact Utility Tractor, authorization to purchase
- D. Burns Legal Solutions: Payment Authorization
- E. Approval for use of city right-of-way for McGuire's Annual Halloween Fun Run
- F. Draft minutes of committee/board meetings

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

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Destin

Councilmember Destin moved to re-appoint Councilmember Hebert as the primary council representative to the TDC; seconded by Councilmember Bagby. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Ramswell, and Destin voted “yes”; Councilmember Braden was absent from the meeting).

- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis

The mayor requested that a copy of the resolution adopting rules of procedures for city council meetings be placed within the next two council meeting agenda for evaluation and possible revision.

- I. Land Use Attorney
- J. City Attorney

8. PUBLIC COMMENTS

Ms. Patti Brown, a Destin resident, noted that she has sent an email to Council about the runway park she was trying to place on the Destin Airport to attempt to bridge the gap between the community and the pilots. She has started the process and has all the information on the signage and play equipment. She asked for council's support of this initiative.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:10 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, OCTOBER 25, 2021 - 5:00 P.M.**

1. CALL TO ORDER:

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, October 25, 2021, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Richard Hoey
Bill McKissick
John Stephens
Harvey Hurst

Members Absent

Jim Green
Casey Jones
Guy Tadlock

Staff:

Kim Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Tunazzina Alam, Planner
Sae More
Kyle Bauman, City Attorney

3. APPROVAL OF MINUTES:

➤ **September 27, 2021**

Board member McKissick moved to approve the minutes of the September 27, 2021 minutes as written, with Board member Hurst providing the second; the motion passes with a 4-0 vote.

4. NEW BUSINESS:

➤ **781 Bayou Drive**

Staff member Alam explained the details of the request to the Board members.

Greg Cole, the agent for the applicant stated that this is a very straightforward request and they have obtained all their permit requirements with the State.

Board member Stephens asked what the difference is between what is already in place and what is being proposed.

According to Mr. O'Connor, there is an existing shared pier in place and staff noticed that in the initial submittal it shows both the existing and a standalone pier, which is not allowed. Also, in applying for a separate dock he would have had to have significant dredging performed to get as deep as he needed, and it would be too impactful and that was not something he wanted to do. So, they will be adding a second slip to the existing pier, on his side of it. Adding that the discrepancy that staff realized will get rectified thru the FDEP approval.

Chairman Hoey asked who the title of record owner for the dock is. According to staff, it states on the Okaloosa County Property Taxing Authority that the owner of this request is the tile of record owner.

Board member McKissick questioned why the roof cover was not included in the square footage of the project. According to Mr. O'Connor, the way he interprets the Marina Siting Code, roof coverings are not included in the review process, just the pier/dock and pilings. Additionally, when someone wants to add a roof covering it is permitted under the construction building permitting process.

The Chairman voiced his concern over the dock being a shared use dock and if the adjacent owner was agreeable to the project.

According to Mr. O'Connor, the dock was originally built between both riparian lines, therefore all of the work to be done will be on the applicant's side and each has their own submerged land leases that separate them. He also explained that the adjacent property owner was notified of the project by letter and staff did not receive any contact from them. And there are two different submerged land leases, one for each property.

Board member Hurst asked for verification from staff regarding the permanent roof cover if that were something that they would need to take into account in order to provide the recommended approval.

According to Mr. O'Connor, again, the way he interprets the Code, it just applies to the slip and dock and not the roof covering, and it only needs to get the approval for the construction permit.

Motion by Board member Stephens to approve the request located at 781 Bayou Drive for a single-family marine construction project, subject to the applicant meeting all applicable city permit requirements and with the following conditions:

- 1) The applicant provides the City with approval from FDEP and USACE, consistent with the plans reviewed by the City at the time of building permit application.**

Board member McKissick providing the second and the motion passed 4-0.

➤ 3943 Indian Trail

Board member McKissick explained that he works for one of Mr. Bos' companies therefore, he cannot vote in the proceedings, which constitutes a lack of a voting quorum therefore, the project could not be heard.

5. DIRECTOR'S REPORT:

➤ **Harbor Capacity Study**

Mr. O'Connor explained that the approval for the budget was finalized at the Federal level for the ACOE. Therefore, the study for the counting of the vessels and the aerial imagery will commence this coming spring. The parking survey analysis has been conducted but not finalized and staff will bring that before this board when it is finished and analyzed.

6. BOARD MEMBER COMMENTS:

None

7. DIRECTOR'S REPORT:

None

8. NEXT MEETING DATE: November 22, 2021

9. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2021.

Richard Hoey, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, NOVEMBER 22, 2021 - 5:00 P.M.**

1. CALL TO ORDER:

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:40 p.m. on Monday, November 22, 2021, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Richard Hoey
Bill McKissick
John Stephens
Harvey Hurst
Guy Tadlock

Members Absent

Jim Green
Casey Jones

Staff:

Kim Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Tunazzina Alam, Planner
Sae More Planner
Kris Mercurio Deputy Code Compliance Dir.
Glen Sanders Harbor Compliance Officer
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

➤ **October 25, 2021**

Board member Hurst moved to approve the minutes of the October 25, 2021 minutes as written, with Board member Stephens providing the second; the motion passes with a 4-0 vote.

4. OLD BUSINESS:

➤ **Harbor Pump & Harbor Capacity Study**

Mr. O'Connor provided the members with current status of the Harbor Pump as well as the Harbor Capacity Study will commence this tourist season for the counting of the vessels and the aerial imagery as well. A question was asked if the large project on the harbor that was just approved would be included and Mr. O'Connor confirmed that it would.

The Deputy Code Compliance Director introduced the new Harbor & Waterways Compliance Officer, Glen Sanders to the members and the details of his job duties.

Board member Tadlock stated that he would like to see more No Wake Zone tickets to be issued as part of the job duties of the Harbor & Waterways Compliance Officer.

5. NEW BUSINESS:

➤ **3943 Indian Trail**

The applicant for the project briefly explained what they are requesting, and he is available for any questions they may have.

Staff member Sae More explained the details of the request to the Board members and noted that staff discovered a discrepancy to the submittal between the FDEP and the ACOE permits, and proper drawings have been resubmitted for the correction. She added that the project does meet the requirements of city codes but will not go for final approval until the approved permit is received from the ACOE.

The Chairman asked was the discrepancy. According to the applicant, the FDEP made some slight changes to the drawings to enable a portion of the project to avoid seagrass beds that are present, which were resubmitted to the ACOE. Adding that he just heard today, prior to this hearing, that they were approved.

Board member Tadlock pointed out that with the project being over 2,000 sq. ft., wouldn't the owner need to have a submerged land lease. According to the applicant's representative, they do.

Board member Stephens asked what exactly portion of the approval process is the submerged land lease required. According to Mr. O'Connor, the submerged land lease has to be obtained and provided prior to the construction permit being pulled with the city.

Board member McKissick announced for the record that he works for one of Mr. Bos' companies therefore, he cannot vote in the proceedings and will be abstaining.

Motion by Board member Hurst that the Harbor and Waterway Board recommend City Council approve the request for a single-family marine construction project located at 3943 Indian Trail. Subject to the applicant meeting all applicable, city permit requirements, and with the following condition: The applicant provides the city with approval from USACE permit at the time of the building permit application. Board member Stephens provided the second. The motion passed 4-0 with Board member McKissick abstaining from the vote.

6. BOARD MEMBER COMMENTS:

Board member Stephens asked if there were any necessary discussion they need to have regarding the Land Development rewrite. According to Mr. O'Connor, it is his understanding that the Board has already provided comments for Marine Siting. And it's just a matter of time for the consultant, 3TP to get those implemented into that Chapter once they get to that point. Adding that currently, 3TP is working on the rewrites Articles 3 & 4 and staff is in the review process of 3TP's 1 & 2 rewrites. So, their suggested changes were for any project that request 10 or more

slips would come before this Board for approval and any 9 or less would stay at staff level to review and make a recommendation to Council for approval, with all the same State level permits required.

The members addressed concern over the 9 or less slips being at staff level and 10 or more slips brought before the Harbor Board. Both the Chairman and Board member Tadlock stated they do not remember that conversation. Mr. O'Connor stated that he would have research done and bring any conversations back when he has any definitive answers for them to this regard. Noting that it won't be before their next scheduled meeting as it is going to take some time with all their other duties.

Board member McKissick asked what department is responsible to ensure that all the livery businesses operating in the city are making sure that their rentals are taking all of their safety precautions required for the daily rentals. According to Mr. Mercurio, it's his departments responsibility. And during their application process for a livery vessel operational license, they are required to submit the training requirements to both the State and the city. Board member Stephens spoke of participating in the training video from last year and how the one for this year is still with videographer at this time.

Board member Tadlock spoke of how boat rentals are coming on the horizon as opposed to someone actually purchasing one. Adding that people are purchasing them and then they are being rented out, similar to homes. He provided a couple websites as example where people can go to and rent just about any size boat. Mr. McKissick stated that he has seen this, and also where some people are buying boats and getting their captain's license to run the boat for people to rent so that the operator can have a good time and not worry about staying sober. Also, Air B&B rentals are providing vessels with their rentals, and that is another concern for safety.

7. DIRECTOR'S REPORT:

None

8. NEXT MEETING DATE: December 27, 2021

The member briefly discussed the need for this meeting. According to staff, an application was submitted and if everything is in order to have a meeting they will schedule one.

9. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this _____ day of _____ 2021.

Richard Hoey, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES OF THE
PARKS & RECREATION COMMITTEE
MEETING DESTIN CITY HALL BOARDROOM
OCTOBER 26, 2021 MEETING - 4:00 PM**

1. CALL TO ORDER:

Chairwoman Trammell called the meeting to order at 4:00 p.m. on Tuesday, October 26, 2021, in the Destin City Hall Annex Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Sandy Trammell
Nikki Johnson
Matthew Sweetser
Danielle Piper
Brian Liesveld
Leslie Schmidt

Member Absent

Barbara Telford

Staff Present

Kim Montgomery City Clerk
Lisa Firth Recreation Director
Steven O'Connor
Daniel Butler

3. APPROVAL OF MINUTES:

No minutes were approved at this meeting as they were never loaded in the packet.

5. OLD BUSINESS:

A) Work Plans/Annual Report

The members briefly discussed finalizing their work plan items and their goals and measurable outcomes to accomplish them.

Committee member Piper moved to accept the committee's work plan item of Beautifying City of Destin Parks with Committee member Johnson providing the second.

Committee member Sweetser asked if there is an ordinance against murals in the city. According to the Chairwoman, no, it's for certain types of signage. According to Committee member Piper, she has spoken with staff and there is an ordinance that is being worked on to allow murals. Noting she does not know how long it will take to get it finalized.

The motion passed with a 5-0 vote.

6. NEW BUSINESS:

➤ Planning Areas and Planning Area Intent Statements

According to Mr. O'Connor, as part of the more extensive Land Development Code (LDC) rewrite effort, staff began to evaluate the Comprehensive Plan, specifically evaluating the Future Land Use Map (FLUM) and its impacts on development with clear, manageable, and up-to-date policies in order to bring both the Zoning Map and the FLUM into alignment with each other. In addition, as part of this review, Staff embraced the concept of Planning Areas, rather than assigning specific future land use designations, which encompasses a much broader vision. This vision will help facilitate the development of thoughtful guiding policies for the various Planning Areas. And the effort was started in previous Comprehensive Plan Updates but was never finalized and the Planning Areas will focus on efforts to develop a broader vision for the Comprehensive Plan and FLUM, as well as help guide policies and decisions concerning growth within Destin. They will also allow for objective analysis for compatibility by area rather than specific lots. As part of this rewrite, staff is proposing eight (8) total planning areas across Destin. Each presents its own varying uniqueness, challenges, and opportunities.

Mr. O'Connor provided the members with the eight areas, as depicted on the map and their descriptions.



The Village

The Village Planning Area intends to primarily provide a low-density, healthy, safe, family friendly environment that promotes a high quality of life. The Village should be where residents and visitors enjoy the activities and amenities associated with living in Destin through a connected network of multi-modal streets and paths leading to destinations within and outside the Village. To accomplish this, the city shall; establish development standards such as appropriate dwelling density maximums based on current development patterns and needs of future growth, ensure an orderly transition from low-density uses to higher density residential uses, and limit commercial uses to maintain, improve,

and protect the parks, beautiful white sand beaches, emerald-green waters, and other natural resources.

There was a brief discussion regarding RV parks and how they fit in certain zoning districts of The Village as well as grandfathering in the ones that are already in place. A discussion regarding multimodal aspects for different types of transportation use also took place and Mr. O'Connor explained how staff is working towards creating a Design Manual and removing them from the LDC and implement them into the Design Manual.

The Harbor

The Harbor Planning Area (the "Harbor") intends to support a festive marketplace that fits the city's moniker as the "World's luckiest fishing village." The appropriate commercial, mixed-uses, and long-term residential uses should support the Destin fishing and recreation industries to draw visitors and residents alike. Public pedestrian shoreline and harbor boardwalk access should be planned, encouraged, and developed to foster a free-flowing festive feel of the area that benefits all users of the North and South Harbor. Efforts to implement and grow a connected and safe multi-modal transportation network within and to the Harbor Planning area should continue through innovative transportation options and creative urban design.

Holiday Isle

The Holiday Isle Planning Area intends to support and maintain a mix of short and long-term residential accommodations for residents and visitors alike, with low to high-density residential and mixed uses. The range of densities found in Holiday Isle presents a perfect opportunity for the city to cultivate and implement a safe and accessible multi-modal transportation system connected to the rest of Destin. Also, due to the unique water-based recreational opportunities of Holiday Isle, the city shall protect, preserve, and expand, when possible, existing natural and recreational resources.

Gulf Resort

The Gulf Resort Planning Area intends to be a world-class resort district with uses ranging from small condominium complexes to high-rise hotels and supporting dining, commercial and retail services. Development within the Gulf Resort area should provide residents and visitors the ability to come and experience everything Destin offers through a well-developed and connected multi-modal network without having to predominately rely on their personal automobile to get around. In addition, design standards should be developed to focus on providing a sense of place deserving of a renowned residential and resort destination. The city should also develop programs or incentives to increase public beaches and access in this area.

Town Center Commons

The Town Center Commons Planning Area intends to be the city's and region's residential, cultural, institutional, and services center. The residents and employees of Destin should be able to conduct all their daily business here while also finding a place for relaxation and recreation. The Town Center Commons should also afford residents and visitors alike the ability to attend events and activities that showcase the local arts, culture, and community values. To accomplish this, the Town Center Commons should provide a range of uses from higher-density residential, to mixed-use development,

and gathering places for residents and visitors, while also being pedestrian-scaled with accessible multi-modal corridors leading to the city's surrounding areas. In addition, the city should collaborate with Okaloosa County to align future development in the areas directly adjacent to the city's jurisdiction.

There was a discussion about how the term Town Center Commons was implemented.

Crystal Beach

As one of the main gateways into Destin, The Crystal Beach Planning Area intends to highlight all that Destin has to offer from a quality commercial corridor along Highway 98 through the family-friendly vacation destination and single-family neighborhoods to the White Sand Beaches of Crystal Beach. Given the inherent conflict between long-term residents and short-term visitors, the city should strive to balance the needs of these evolving and prevailing uses of Crystal Beach. Therefore, the city shall preserve and promote the single-family character of the established neighborhoods while providing the residents and visitors with access to amenities needed for everyday living. To accomplish this, the city should ensure the Crystal Beach area is supported by low-intensity mixed-use development at appropriate intersections of streets along Scenic Hwy 98, while keeping commercial development focused on properties directly adjacent to or accessible from Hwy 98 and protect the single-family non-short-term rental zones in the area. The city shall also develop and incentivize all efforts to expand public beach and access by encouraging low-intensity commercial and mixed-use development and redevelopment of single or multi-family units south of Scenic Hwy 98. Developing pedestrian scale multimodal infrastructure should also be a priority of the city to reduce the vehicle and pedestrian conflicts along the streets within Crystal Beach.

Henderson Beach

The Henderson Beach Planning area intends to preserve and highlight the natural ecosystem of the Emerald Coast while also protecting the largest public access beach in the Destin area. The city should make all efforts to maintain the ecosystem to mitigate the impact on the park. A partnership between Park Staff and the city should be fostered to help city Staff and the development community understand how encroachment affects the park and the species it supports. The partnership should focus on maintaining, expanding when possible, and protecting the flora and fauna of Destin's last undeveloped area.

Staff coordinated with the Florida Division of Recreation and Parks Staff to develop this statement.

Mr. O'Connor explained that even though this is a State Park, the park property was actually leased for 50-years and the lease is due to come up in about 12-years. He spoke of how this property is a jewel in the city that hopefully everyone would want to maintain and keep it. Additionally, Mr. O'Connor spoke of meeting with the State Park Manager, who reviewed and agreed to the language.

The Airport

The Airport Planning Area intends to provide and facilitate the continued use of General Aviation at the Destin Executive Airport at current and projected use levels while planning for future airport growth within its present boundaries. To accomplish this, The Airport Planning Area should align with the Destin Executive Airport's Airport Layout Plan as adopted and periodically updated. In

addition, a collaborative program between airport, staff, city staff, the development community, and residents should be developed, encouraged, and maintained to mitigate encroachment issues from development upon the airport and aviation uses upon surrounding areas.

Mr. O'Connor explained that this portion was sent to the Airport Manager who provided additional feedback and the statement was adjusted with that feedback and ultimately, they were good with the final statement. He also informed the members that staff will go back and refine what was discussed here as well as the input received from other boards and committee members and once they've gotten all that input and it's been incorporated, staff will take it back to the LPA for additional discussion and a recommendation to City Council for their consideration.

Chairwoman Trammell stated that she feels the Airport Committee should be revived to discuss issues that come up. Mr. O'Connor replied that is why the statement, *"A collaborative program between airport, staff, city staff, the development community, and residents should be developed, encouraged, and maintained to mitigate encroachment issues from development upon the airport and aviation uses upon surrounding areas."*

➤ **Wayfinding Master Plan & Planning Area Project Update – Daniel Butler**

- Goal/Objectives of the Wayfinding Program
- Wayfinding Map & Concept Signage
- Planning Areas
- Discussion
- Next Steps

Goals & Objectives:

- Define a Sense of Place
- Highlight Destinations
- Enhance the City's Economic Brand
- Traffic Control & Parking Identification
- Consistency & Sense of Organization



The Chairwoman suggest that the anchor for the village be changed to something else that is more relatable to that part of the city, such as an Oak. And, she would like to see the street signs numbered at the major intersections in the City to help visitors find their way around better.

Components of a Wayfinding Master Plan

- **Gateway and Area Identification**
 - Gateways and area signage alert travelers that they have arrived in the city or neighborhood



FDOT Programs Available for Hwy 98

- Community Wayfinding Signs
- Community Aesthetic Features
- Gateway Signage

Current FLUM v. Planning Areas

- Current FLUM not conducive to compatibility or appropriate growth patterns
 - Acts like a zoning map rather than a vision
 - Stifles growth, and creates a sense of “negotiated” development
- Planning Areas
 - Captures the unique characteristics of an area
 - Helps focus planning efforts and drive policy
 - Ensures change is compatible or acceptable

Committee member Sweetser asked who exactly are we putting these signs out for? According to Mr. Butler, they are for residents, tourists, and business owners. Committee member Sweetser stated he feels that this is more marketed to tourists and this town is not Disney World.

Mr. O’Connor added that they are for everyone. But when the city swells to 100K+, they need to be moved to the points of interest they want to get to in the city.

There was a general consensus by the members that they don’t want tourists to start wandering to the residential areas any more than they already do and when presented to City Council, for staff explain to them that there was a consensus is to not to put out signage for the Village planning areas.

According to Committee member Piper, she agrees that the sign for Clement Taylor Park needs updating but she does not want any directional signage on Hwy 98 informing the public of it’s the location.

7. COMMITTEE MEMBER/STAFF COMMENTS:

- **Chairwoman Trammell** – Informed the members that everyone needs to sign their Code of Ethics statement. She also spoke of Council member Schmidt’s injury at Dalton Threadgill Park and what can be done to ensure something like that never happens again.

According to Mrs. Firth, it happened at a time when there was a lot of rain that caused washouts.

And lastly, the Chairwoman wants to have additional conversation when they meet again in January about the Harbor Lane sidewalk to the water and the platform and stairs that was not included in the budget.

➤ **Staff Comments:**

Mrs. Firth explained that the Clement Taylor Park is still delayed because the funds were reallocated by the Federal Government for Covid Relief. Adding that she is looking into getting funds for just the bathrooms to be redone. She then suggested that the committee adopt the park to ensure improvements. She also spoke of how the sign was originally made by the Hines and would like to have it saved and refurbished.

- **Public Comment:** None
- **Next meeting:** January 25, 2022

ADJOURNMENT:

Having no further discussions, the meeting adjourned at 6:50 PM.

Adopted and approved this _____ day of _____ 2021.

Sandy Trammell, Chairwoman

Kim Montgomery, Deputy City Clerk

DRAFT
**BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, NOVEMBER 3, 2021
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, November 3, 2021, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLIGENCE:

Present:

Tom Weidenhamer
David Emerson
Daniella Piper
Bobby Wagner

Staff Present:

Kim Montgomery, Deputy City Clerk
Noell Bell Building Official
Louis Zunguze Community Dev. Director
Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

3. APPROVAL OF MINUTES:

A. July 1, 2020

Board member Piper moved to approve the minutes of the July 1, 2020 meeting as written. Chairman Emerson Weidenhamer provided the second to the motion and the passed 4-0.

4. NEW BUSINESS:

A. 21-218-AA, Administrative Appeal - 355 Gulf Shore Dr

The City Attorney swore in the following individuals for possible testimony:

Noell Bell Building Official
Louis Zunguze Community Dev. Director
Ms. Jill Crew
Victoria McCraw
Trey McCraw
Stephen Tatum
Marcie Bell
Guy Tadlock

According to the LUA, she spoke with the applicant, and they agree to allow them to present first, since it is their case.

DRAFT

Ms. Jill Crew representing Trey and Victoria McCraw, applicants for the Administrative Appeal explained she submitted an appeal application on behalf of her clients for an amended administrative decision for the adjacent neighbor's property, which consists of a cover letter dated August 30, 2021, and eight exhibits. Noting the importance of the eight exhibits, as they are relevant with technical details that they believe are very persuasive in the Board's determination. She then provided the Board information how the McGraw's are the adjacent property owners, the background of the case where the construction was in 2019 through 2020 and what seemed to be a progressive trend to convert this house into a very profitable vacation rental. She explained why they filed the appeal, emphasizing that in their opinion, the repairs and remodeling of the home far exceeds the 50% rules deemed by FEMA, for substantial improvements, which would trigger the new construction requirements by the Florida Building Code. She spoke of how in 2020 extensive renovations were done on the interior of the structure converting it to a 10-bedroom 14-bathroom home to accommodate an upwards of 24 people. And how the reported cost was \$245k, in her opinion, is unrealistic how anyone could believe that extensive amount of work could be done for that amount of money, in these days of inflated costs for construction. And how they believe it was to circumvent the 50% rule. Additionally, she informed the Board members that the conversion of the garage to livable space for bunk rooms is below the 6-foot base flood elevation and should have never been allowed. She spoke of how they tried several times unsuccessfully, to contact the city to put a stop to the construction, but nothing was ever done.

Mrs. Victoria McCraw spoke to the board and explained how she believes that there is no way that the amount of construction that took place could be for the low sum of costs that were submitted to the city. She expressed concern of converted garage to livable space is below the required base flood elevation and for anyone that may be living in there if it would flood. She is also very concerned for her property and how these renovations may cause adverse flooding to her home. And lastly, she is concerned that if the property ever did flood, that it would cause the city's flood designation with FEMA to be changed. She also testified that she hired an expert to review the renovations and invoices and how he informed her that she was correct in her assumption of how the repairs and the upgrades would be significantly more costly and challenged the board members to hire their own professional to investigate this as well.

Ms. Kopp, the Land Use Attorney (LUA) advised the board that there are not any specific provisions in the Code that would allow the board itself to go out and procure expert witnesses such as mentioned. And, since the opposing applicants professionals were not available for this hearing, the code states that after deliberation of the application is closed, a motion may be made to grant or deny the application tonight. Emphasizing that they must proceed based on the evidence before you tonight. Adding how, if the Building Official had different evidence, she may or may not have made a different determination, but this is an appeal of her determination.

DRAFT

The LUA continued explaining that staff does not agree with the appellants description of the 50% rule or what a substantial improvement is. Emphasizing that's not what tonight's hearing is about. We all agree on what that rule is and what it means, but of what the interpretation of what the Building Official, that she will describe herself, momentarily is the issue. And with respect to how she made her determination and the evidence she was provided to get to that determination. As well, with respect to the allegations by the appellant as to the intent of the property owner. The property, owner's representative is here, so we'll let him speak to that himself, but with respect to the city's intent. Any allegations by Ms. Crew that the city is seeking to evade the 50% Rule in order to encourage construction of a short-term rental is blatantly false and unsubstantiated. And in fact, the city has multiple times, explained the building permit issued on February 23rd, prohibits short-term, rentals of less than 30-days. And if you understand anything about the short term rental business in Destin, you can't be renting for less than 30-days if you want to be maximizing your profits. Adding that I think it is probably safe to say that short term rentals here are mostly for weekends - - and less than 30 days. Although the code defines a short-term rental of less than six months. She explained that the building permit issued in 2000, the city then advised the appellant that the code would be enforced and there would be no short-term rentals for less than less than 30-days. So, I think it's not even reasonable to say that the city is doing anything with a wrongful intentionally. The Building Official will testify that she received invoices and receipts. However, she was unable to discern from those receipts and invoices what the money was used for. I will let her testify to what she saw and how she evaluated them, but again, they did not provide her with specifics as to what that money was spent on. So how would she know if it was spent construction for this substantial improvement or unsubstantial improvement, or even landscaping or pavers or other items. She couldn't tell by looking at it. And the city cannot just assume that someone is acting fraudulently because someone else us accusing them of it. She had to look at what she had and that's how she made her evaluation. So, that is the city's position and I'll turn it over to Mrs. Noelle Bell, to give you a brief analysis of how we got to this in the first place.

The Building Official introduced herself to the Board and how she has been with the city now for 21 years. She provided them a definition of flooding and how projects are reviewed based on that definition. Any improvements to existing structures that lie within Special Flood Hazard areas must be reviewed for flood compliance of the Land Development Code, Section, 11.04 and the Code of Ordinances section 6-47, Section 2, which is a technical amendment to the Florida Building Code, related to flood. Any applications for permits for improvements must be reviewed to determine whether one, the existing structure meets current flood regulations, or does not. Do the proposed improvements meet current flood regulations? And also, what was the flood regulations at the time of original construction, and do the improvements meet for the regulations based on existing regulations at that time.

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In speaking of the 50% rule, if this structure does not meet current flood regulations, what must be determined is if the value of the proposed improvements to the structure exceed, 50% of the market value of the structure. If it does exceed the 50% market value of the structure, and then the structure must be brought into current flood regulation compliance and is considered a Substantial Improvement as stated by their attorney.

She explained that substantial Improvement is based on cost of improvements, divided, by the value of the building, not the property as a whole. Just the structure only, because that's what you're going to lose, not the property. You're going to have to file against a structure to repair it. It's an accumulative and consecutive 10-year period and that cost is carried through. She explained FEMA guidelines provides a list of items which must be included. And the cost estimate of those items are required to be listed. She explained that in Exhibit 1, there is the itemized list that says, if you make improvements, these are the items that you're improving, and a cost for those items has to be listed. If the improvements do not exceed, 50% of the market value of the structure, then they can proceed with the improvements without having to make current flood regulations and flood compliance. However, they will still have to meet the flood regulations at the time of original construction, and this includes additions. So, regarding Garage B, when it comes to reviewing the regulations at the time of construction, for Exhibit 3, there's an elevation certificate from the original construction, which was constructed and in CO'd in 2001, and in that flood elevation certificate, it states that the garage was at 6-feet. This certificate is what we used, and is what FEMA uses to ensure compliance with regulations. They don't use the survey, they use the FEMA flood elevation certificates. And that is what we use to review for compliance. So that is why the "Garage B" was able to be converted to a habitable space because it was in compliance with floods at the time of construction. And the base flood, for that area is was at a 6 for flood elevation and the garage was at 6 and at that time, there wasn't the free board requirements that we have today, where you had to be 2-foot or more, you just had to be at or above flood for your living space. So, they could proceed to convert Garage B. Regarding the substantial improvements, the value of this building was taken from the 2021 Okaloosa County Property Appraisers website. And that appraised value of the structure, according to Property Appraisers, which is Exhibit 4 and your packet was \$813,553. I'm fairly certain that's probably a low number for those structure, but we used it and the contractor didn't mind that we used that number. Sometimes they feel that's not a good number to use, and they would provide their own appraised value of the structure by a certified appraiser, but they didn't move forward with that. So, we just used the property appraisers value for the structure.

She further explained the itemized house list of improvements provided by the contractor, which is \$260 rounded up as is your exhibit 5 in the packet. And based on these, staff determined, that \$260k is a reasonable cost. And divided by the building value of 850 came to 32 percent improvement to the home. We compared this as cost estimate provided to five other similar permitted renovation projects within the city that were fairly consistent. And that

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methodology was based on the cost of square-foot per area being renovated. Since they didn't renovate the whole building we made a determination for the general area of what was being renovated. And they provided documentation via canceled checks and invoice receipts for money issued to the contractor in 2019. And there being no description of work provided on these itemized invoices that was provided to me. So, there was no way to determine what that work was for and how that money was spent.

The LUA asked Mrs. Bell, if at the time she reviewed the invoices and receipts and checks provided your testifying, if I understood you correctly, that you could not determine what exactly the money was spent on only that it was paid to a contractor. Is that correct?

According to Mrs. Bell, that's correct.

The LUA announced that she neglected to enter into the record, the city's agenda item and all of the exhibits for the Board of Adjustment, which includes 1 through 7, the itemized list, the certificate of occupancy, the elevation certificate, the property appraiser's website, the CCI itemized construction costs and the substantial Improvement calculation, and the appellants appeal application. As well as she just confirmed for the record, Mr. Tatum's career description.

With no objection from Ms. Crew, the items were entered into the record by Chairman Weidenhamer.

The City Attorney announced that the applicant's entire application for the Appeal, which would consist of the August 30th cover letter along with eight exhibits. Plus, the request for Board of Adjustment Administrative Appeal application are also submitted and admitted into the record. He then stipulated that he does not see everything in the staff reports. And confirmed with staff, that it's not all in there. According to Mrs. Crew, it is not and they would need copies to be made for everyone. The Clerk was asked to make the necessary copies for everyone so it could be entered into the record.

Chairman Weidenhamer called for a 10-minute break after the break for the necessary copied to be made.

****10- minute break****

The Chairman called the meeting to resume after the necessary copies were made and provided to everyone involved.

The City Attorney announced that at this time, we were addressing a procedural issue related to the exhibits to be accepted into evidence. I think we were addressing whether Ms.

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Crew's exhibits that were just produced for the board and attorneys and asked if there any objection to these being entered into evidence into the record?

According to the LUA, the city has no objection to the entering into the record of Ms. Crew's exhibits.

Mr. Tatum on behalf of the owner voiced an objection to exhibit 5, noting the pictures that included are unauthenticated, undated, and he has no idea where they came from.

According to the City Attorney's recommendation to the board, we do not follow the formal Rules of Evidence here and recommended that they be accepted into evidence and give it the weight that they feel it deserves with the noted objection for the record. And stated since there is an objection to one of the exhibits coming into evidence; I would recommend that the board make a motion to either accept or deny the specific exhibits into evidence.

Motion by Chairman Weidenhamer, seconded by Board member Emerson to accept Ms. Crew's exhibits into the record with the noted objection by Mr. Tatum for exhibit 5. The motion passed 4-0.

Mr. Steve Tatum, attorney for the managing member/property owner of 355 Gulf Shore Drive, Steve Mosley, explained how since there was not any itemized invoices provided to the city, they cannot know the actual cost of the improvements. Emphasizing that the 50% improvements determination is only related to the actual structure, not the land nor does it include items such as landscaping, patio or dock improvements. He then pointed out that the invoices that were provided as exhibits by Ms. Crew from C Sharp for stucco repair were made to a William Mitchell, who is not associated with this property and never owned it. He spoke of how he questions if it was a mistake by C Sharp and put the wrong job on them for this address. He then handed out to everyone the property card for the address in question from the Okaloosa County Property Appraisers website, which was entered into the record, with an objection by Ms. Crew, as Effective Property Owner Exhibit 1 that clearly shows, there was never an owner by that name.

Motion by Chairman Weidenhamer, seconded by Board member Wagner to accept Mr. Tatum's exhibit as Effective Property Owner Exhibit 1, into the record with Ms. Crew's noted objection. The motion passed 4-0.

Mr. Tatum spoke how a lot of emphasis is being placed on the 2019 and the 2020 building evaluations. But pointed out that his client's building permit was not pulled until 2021 and the evaluation of the building in 2021 was \$890,975. Adding that if they're going to be making a determination based on whether or not there were substantial improvements to the

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property, it needs to be based on that number and nothing else. He then informed the members that just two days before this hearing, there was an appraisal done on the property for a contract to purchase that came in at \$1.5M. Which makes the square footage value at \$300 a square foot, which is almost twice of what the property appraiser has the building valued. And in calculating the value of the home from the current appraisal, based on the square footage, to replace the building, if completely destroyed, would be at 28 percent of the appraised value, which is nowhere close to the 50% threshold, he then handed out a copy of the appraisal to everyone.

The City Attorney asked if there were any objections to the entering of the appraisal report into the record. Seeing none, the Chairman officially entered the appraisal report into the record as Affected Property Owner Exhibit 2. (There was no official motion for this exhibit).

For clarification, Mr. Tatum spoke of how there was a lot of other inaccuracies mentioned about how the home would cause flooding on the neighbors because of new walls being constructed. But stipulated to the fact that there were not any new walls constructed on the outside of the house and, the original footprint of the house stayed the same with the same walls.

Chairman Weidenhamer opened the hearing for public comment.

Ms. Marcie Bell of 3 Gulf Breeze Court testified that she lives within 300-feet of the subject property. She spoke of how just this past September she had to have the city come pump her street from all the standing water as a result of downpours. And how she is mostly concerned over flooding because of the loss of permeable surface at the property in question. She spoke of how if the garage is now being used for living space, the additional bedrooms would mean additional cars now allowed and those cars would be parked outside, which is where her concern for flooding problems comes from, because of lack of permeable surface. She also spoke of witnessing substantial amount of lumber and drywall delivered to the property during construction. And lastly, she spoke of the two flood ordinances that are to be workshopped by Council and how in her opinion, the reasoning for them is contributed to properties that would appear in this same situation as this, and moving forward, if they were already in place, that they would not have been given a green light to move forward.

Mr. Guy Tadlock, 502 Norriego Road spoke of how this particular house has a history with the city since it has been built. He provided background on how the house, when built, was too high and how the roof had to be installed flat as well as there were stormwater issues and how swales had to be installed under the decking, which have now been filled in. And lastly, he agrees with what was said earlier that if approved, this would set a precedence in the city for others to circumvent the codes. He also spoke of the flood ordinance that will be workshopped by Council and how it's going to be even more stricter relative to the flood plain than as it is now, if approved.

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With no one else coming forward from the public to speak, the Chairman closed the public comments.

The Building Official then spoke to the Board informing them that that she wanted to relay that the appraisal that Mr. Tatum provided to them earlier was not the numbers she used. Explaining she has three options to base her calculations; one being the property appraisers value, two being a certified appraisal report showing the structures value, and three being a certified general contractors cost estimate of the replacement. And, she chose the Property Appraiser report to base her calculations.

The LUA spoke to the members how the Building Official has testified regarding how she based her decision on the receipts and invoices presented her at the time. And how she could not tell from those invoices and receipts how exactly the money was spent. She again spoke of how short-term rentals are not allowed, and that was communicated to them by staff that nothing any less than 30-days at a time.

The City Attorney asked Mr. Tatum if he had any follow up comments.

Mr. Tatum, reiterated to the Board that this hearing is not about short-term rentals, it's about, were there substantial improvements done to the property in order to qualify with FEMA guidelines for the base-flood elevation and for the city's flood program. He spoke of how the comments directed to short term rental of the house has nothing to do with this case. Adding that it's the city's position is that we can't rent the home for anything less than 30 days. However, that's not what the determination is about at all. It's about whether or not there was substantial improvements done to the property in order to make it have to qualify with FEMA guidelines for your base flood elevation. He spoke of how but FEMA and the city code allowed the renovations. And according to the Building Officials determination, we are allowed to do it because it did not meet the substantial improvements definition. And in his opinion, they have to uphold what the Building Officials determination.

Board member Piper asked for verification that they are tasked to determine whether the information that was provided to Mrs. Bell was accurate. And whether Miss Bell made a good decision, based on what she knew. Or, we are determining whether it was a fair decision because there were things she didn't know.

According to the LUA, this is an appeal of her interpretation. Her position is that she could not determine, based on that evidence, anything other than what she came up with. That's her position. The appellant clearly disagrees with that, but that is staff's position, and it is in your discretion as the board to agree or not.

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According to Chairman Weidenhamer, the purpose of this hearing is to determine if the correct decision was made at that point in time, that it did not exceed the 50% rule and that the city code allowed, the conversion of the RV garage into habitable space.

Mr. Trey McCraw spoke to the Board members emphasizing how there is no way that this property could have been repaired and renovated for the amount that was presented to the Building Official at \$41 a square foot. And stated that the Building Official used the numbers incorrectly to come up with this assessment.

The Chairman replied that it is his understanding that Building Official did not initially come up with a number, and that the number was taken from the submission to the City by Coastal Construction that says the total project cost will be \$259,237. And, he stated that it also was his understanding that her calculations verified that was a close estimate by a formula she used to verify that the amount.

According to the Building Official affirmed his statement.

Board member Emerson asked if the amount of \$259k for the construction was for the entire house or was it for the conversion of garage B?

According to the Building Official, it was for garage B and conversion from the four bedrooms to a 10 bedroom house. With the itemized list submitted, that had kitchen cabinets, bathroom cabinets, and other supplies.

Mr. McCraw asked the Building Official didn't they mislead her from what they originally filed for the first building permit and lied about what they were doing?

According to the Building Official, she did request for them to modify their permit because the permit was vague on what they were actually doing. And the contractor informed her their scope of work changed based on the owner's request.

Board member Emerson stated that his reasoning for asking the question is because discussions have been based on 6,000 square feet, but work was not done on 6,000 square feet. There was a thousand square feet of the garage plus, an unknown amount of square feet within the house itself. He emphasized that it's not logical to judge the \$259k on the entire 6,000 square feet to come up with a figure of \$41 per square foot.

Board member Piper asked if the renovation was specific to the garage or were there were renovations done throughout the house.

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The Building Official reiterated that there was renovations to the garage, they put in built-in bunks but the garage of walls themselves were already there. They just improved it and made it a habitable area, like the rest of the house. They did site some flooring, bathroom renovations, added some bathrooms to accommodate for adding the additional bedrooms. So, there was work throughout the house, but not every square inch.

Motion by Chairman Weidenhamer that the BOA upholds the Building Official's determination that:

- 1. Garage B may be converted into Habitable Living Quarters.**
- 2. The construction activities conducted in 2019, 2020 and 2021 do not constitute a substantial Improvement as defined by FEMA and the City's Ordinance. Board member Emerson provided the second.**

The City Attorney advised the Chairman that he needed to base his motion of facts and suggested to amend the motion as such.

Chairman Weidenhamer amended his motion to add, based on the recommendation report and evidence prepared by City Staff. With Board member Emerson accepting and seconded the amended motion. A roll call vote of 2-2 was taken with Chairman Weidenhamer and Board member Emerson voting yes and Board members Piper and Wagner voting no.

The City Attorney announced that in a deadlock vote such as this, the Code language reads that for Administrative Appeals, a concurring vote of a majority of all members of the Board shall be necessary to reverse any order requirements decision or determination of such Administrative Official. Effectively, a deadlock is the equivalent of the Administrative Officials decision being upheld. And according to 2.25.11 of the City Code, any person, or persons, jointly or separately aggrieved by any decision of the Board of Adjustment or any officer Department, Board, Commission or Bureau of the city may apply to the Circuit Court for judicial relief, within 30 days of the rendition of the decision of the Board of Adjustment. Review in the Circuit Court shall be by petition, for writ of certiorari, which will be governed by the Florida appellate rules.

5. ADJOURNMENT:

There being no further business the meeting was adjourned at 7:00 p.m.

Adopted and approved this _____ day of _____ 2019.

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Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.H.

TO: City Council

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

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

DATE: December 1, 2021

SUBJECT: 3TP Ventures, Inc. Renewal of Contract

I. BACKGROUND: The City has a retained 3TP Ventures, Inc. to furnish planning consulting services, which was approved by the City Council in May 2018. 3TP Ventures, Inc. has agreed to provide professional planning services to the CITY upon the terms and conditions of the Principal Agreement. The initial term of the Principal Agreement ran from May 8, 2018, through April 30, 2020, and allows for three one-year contract extensions after the initial term.

On March 27, 2020, the parties executed Addendum #4 to the Principal Agreement renewing the Principal Agreement from the time period of May 1, 2020, through April 30, 2021; and on April 13, 2021, the parties executed Addendum #5 to the Principal Agreement renewing the Principal Agreement from the time period of May 1, 2021, through April 30, 2022.

The parties wish to exercise the third and final renewal option of the Principal Agreement and extend the Principal Agreement from the time period of May 1, 2022, through April 30, 2023. The hourly rates set forth in Addendum 5 shall continue throughout the course of this third renewal with a total not to exceed amount set at \$70,000.00 unless otherwise agreed to by the parties in writing.

II. DISCUSSION: The parties wish to exercise the third and final renewal option of the Principal Agreement and extend the Principal Agreement from the time period of May 1, 2022, through April 30, 2023. The hourly rates set forth in Addendum 5 shall continue throughout the course of this third renewal with a total not to exceed amount set at

\$70,000.00 unless otherwise agreed to by the parties in writing.

A. Link to Strategic Goals / Objectives: **Goal #5:** Economic Development and Revitalization **Goal #6:** Effective, efficient, and aesthetically pleasing infrastructure.

B. Effect on Budget (EOB): This addendum extends access to continuing professional services provided by 3TP for Community Development and Planning to April 30, 2021 at the same contract fees agreed upon in the 2018 Master Services Agreement. This addendum is for a not-to-exceed amount of \$70,000.

FY2022 BUDGET

0151531-531000	
GF Comm Dev - Professional Svcs	200,000
FY22 Adopted Budget	200,000
Previous Expenses/Encumbrances	-
Available Program Budget	200,000
This Agreement +(-)	(70,000)
FY22 Remaining Program Budget	130,000

C. Level of Service (LOS): Improved efficiency and streamlined process for planning reviews.

III. CONCLUSION: Council is requested to review and approve the amended agreement to extend the period of performance through April 30, 2023.

IV. RECOMMENDED MOTION: I move that Council authorize the City Manager to execute Addendum #7 (renewal of contract) to the Professional Services Agreement with 3TP Ventures, Inc. for payment of services rendered, not to exceed the yearly contractual agreed amount.

Attachments:

1. 3TP Primary Contract- 05.18.18
2. 3TP Addendum 4- 03.27.20
3. 3TP Addendum 5
4. Fee Schedule 5.20.19
5. 3TP Addendum 7

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES
TO THE CITY OF DESTIN**

This AGREEMENT made on the 8th day of May, 2018, ("AGREEMENT") between the City of Destin, a Florida municipal corporation, (hereinafter referred to as "CITY"), located at 4200 Indian Bayou Trail, Destin, Florida 32541, and 3TP Ventures, Inc., a North Carolina corporation authorized to do business within the State of Florida (hereinafter referred to as "CONSULTANT"), located at 2460 Sedgefield Drive, Chapel Hill, North Carolina 27514.

RECITALS:

WHEREAS, the CITY desires to retain the CONSULTANT to furnish certain professional planning services presented herein in connection with the provision of municipal development order review and other planning processes; and

WHEREAS, the CONSULTANT, having examined the scope of the services required and, expressed its desire and willingness to provide such services, and presented its qualifications to the CITY in support of its expressed desires; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY desires to enter into this Agreement with the CONSULTANT; and

WHEREAS, the CONSULTANT has agreed to provide professional planning services to the CITY upon the terms and conditions hereinafter set forth; and

WHEREAS, it is intended that funds will be provided in the CITY's budget as needed to pay the costs of the services involved.

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

ARTICLE 1 – SCOPE OF WORK

A. SERVICES

The parties agree that the CONSULTANTS's primary responsibility under this contract is to provide consulting and professional planning services in connection with the CITY's development order review process. The CONSULTANT will act as the CITY's representative for select reviews as assigned by the CITY on an as-needed basis. The CONSULTANT will organize, review, and document all assignments during the review process. The CONSULTANT will be the point of contact for each assigned application and will provide a schedule of milestones and meetings needed to complete the review steps within the required parameters of the CITY. The CONSULTANT will also prepare, document and deliver comments to applicants on the substantive nature of the reviews. The CONSULTANT will work with each applicant to identify measures to comply with the CITY's Land Development Code prior to recommending issuance by the CITY of the development order for each project. For each assigned review, the CONSULTANT will anticipate needing to schedule, attend, and document the CITY's Technical Review Team meetings. The CONSULTANT will meet as necessary with CITY staff to review progress on the services delivered under this Agreement. On a periodic basis defined by the CITY, the CONSULTANT will meet with the CITY to discuss improvements to the process used to schedule, track and document development order reviews. Services associated with the development order review process are authorized under this Agreement and do not require a negotiated Addendum to proceed.

On an as-needed basis, the CITY may assign specific planning projects and/or studies to the CONSULTANT through an Addendum to this Agreement. These include:

1. Land Development Code maintenance: including the review, study, and proposed modification of LDC sections.
2. Comprehensive Plan support: including data collection; analysis and preparation of map and text amendments to the Comprehensive Plan; preparation of Evaluation and Appraisal Reports (EAR); organizing and leading community engagement activities for Comprehensive Plan updates and amendments; conducting planning studies supporting the Comprehensive Plan.
3. Transportation planning services: conducting multimodal transportation studies; supporting the development or review of existing transportation related fees including, but not limited to, a transportation impact fee or mobility fee; review and preparation of comments on traffic studies submitted with site development applications.
4. Data collection and analysis: including providing collection, research, reporting and presentation of data and analytical findings

to support planning processes, economic and community development, grants, finance, and project/program delivery.

ARTICLE 2 – COMPENSATION

A. FEES

As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT based on one of the following as requested by the CITY:

1. Standard Hourly Rate Method - Wherein the CITY shall pay the CONSULTANT the agreed upon hourly rates, included and attached hereto as Exhibit "A", for time actually engaged on the work covered by this Agreement. The CONSULTANT will not charge the CITY for travel time up to 2.0 hours per day when engaged in work covered by this Agreement.
2. Lump Sum Method – Wherein the CITY shall pay the CONSULTANT an agreed upon amount for the provision of services and deliverables, based on the rates in Exhibit "A". Work will be authorized through Addenda to this contract.

The CONSULTANT shall not charge the CITY for scoping and negotiating services or renewal/maintenance of this contract.

The parties agree that the rates set forth in Exhibit A to this Agreement are locked in through April 30, 2019. Exhibit "A" may be updated annually to take effect on May 1 of each contract year, beginning in 2019. The updated rates will be based on reasonable adjustments relative to increases in cost of living. The CONSULTANT and CITY shall prepare an Addendum by March 31 of each contract year for the purpose of updating Exhibit "A".

B. REIMBURSABLE EXPENSES

The CONSULTANT's out-of-pocket and direct project expenses including, but not limited to, local travel and postage charges will be charged to CITY based on the schedule of reimbursable costs shown in Exhibit "A". The cost of CONSULTANT's assigned local staff traveling to and from the City will not be reimbursed by the CITY.

ARTICLE 3 – TERMS OF PAYMENT

A. MONTHLY INVOICES

The CONSULTANT shall submit invoices once each month to the CITY for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month.

B. PAYMENT OF EXPENSES

Payments on account of expenses shall be made within thirty (30) days of receipt of invoice.

ARTICLE 4 – TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. STARTING AND CONDUCTING WORK

The CONSULTANT will not begin work on any of the services listed in Article 1 until authorized to proceed by the CITY via electronic communication. The CONSULTANT will assign a Project Manager to serve as the primary point of contact for the professional services performed under this Agreement and any work assigned through Addenda.

B. PERIOD OF PERFORMANCE

The period of performance ends on April 30, 2020. The CITY has the option of up to three (3) one year renewal periods after the initial period of performance. These renewals can be initiated through a letter form contract extension or as an Addendum. This Agreement will remain in effect for the period of performance of tasks assigned through an Addendum.

C. TERMINATION

The CITY or the CONSULTANT may terminate this Agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate. In the event the Agreement is terminated by the CITY for reasons unrelated to the quality of work provided by the CONSULTANT, the CITY shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination. This payment shall be the sole financial obligation or responsibility of the CITY for compensation hereunder in the event of termination in accordance with the provisions of this paragraph. This

Agreement shall continue in effect until a Notice of Termination is given by either party as set forth above. Upon termination, at the CITY's request, the CONSULTANT shall turn over to the CITY all deliverables completed or partially completed up to the date of termination.

ARTICLE 5 – CITY'S RESPONSIBILITIES

A. AVAILABLE INFORMATION

Assist the CONSULTANT by placing at their disposal all pertinent available information including submittals and data relevant to the CONSULTANT's services.

B. EXAMINE WORK OF THE CONSULTANT

Examine all documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

C. COSTS

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 6 – INSURANCE

A. CONSULTANT'S INSURANCE

The CONSULTANT shall maintain, at its own expense, during the life of the Agreement, such insurance as shall protect it and any subcontractor(s) performing work under this Agreement, from claims for damages from bodily injury, including death, or property damage, which may arise from operations under this Agreement. The CONSULTANT shall also provide the CITY with a certificate of insurance. The CONSULTANT shall furnish a Certificate of Insurance verifying the existence of any insurance coverage required by this Agreement. The Certificate will name the CITY as an additional insured and will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage. Minimum Scope and Limits of Insurance shall be as follows:

Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage.

Professional Liability: \$1,000,000 limit each claim and \$2,000,000 yearly aggregate of claims.

Auto Liability: \$1,000,000 combined single limit per occurrence and \$1,000,000 annual aggregate for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.

Workers Compensation: Workers' Compensation Insurance as required by the State of Florida. Employer's Liability to include \$1,000,000 limit per occurrence, \$1,000,000 annual aggregate for disease and \$1,000,000 limit for disease of an individual employee.

ARTICLE 7 – REMEDIES

A. CLAIMS, COUNTERCLAIMS, DISPUTES, ETC.

All claims, counterclaims, disputes, and other matters in question between the CONSULTANT and the CITY will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. GOVERNING LAWS AND VENUE

The agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Venue for any disputes under this contract shall be in Okaloosa County.

ARTICLE 8 – MISCELLANEOUS

A. VALIDITY, SEVERABILITY AND REFORMATION

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. HEADINGS

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. PUBLIC RECORDS

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK AT (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, RBAILY@CITYOFDESTIN.COM. Specifically CONSULTANT must:

i. Upon request from the City's Custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

ii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract and following completion of the contract if CONSULTANT does not transfer the records to the City.

iii. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of CONSULTANT or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. ENTIRE AGREEMENT

This Agreement, including the exhibits hereto constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, and understandings, either written or oral.

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

CONSULTANT:

CITY:

[Signature]
(Signature)

Carrie LeJeune
(Signature)

ALAN K. STEINBECK, PRESIDENT
(Printed Name and Title)

Carisse LeJeune
(Printed Name & Title)

05/08/18
Date

May 8, 2018
Date

[Signature]
Witness to signature:

[Signature]
Attest to Signature:

Jim Lynn Prestie
Witness to signature:

Reg Lacey
City Clerk

SEAL

EXHIBIT "A"

PROFESSIONAL RATES

Alan Steinbeck	President	\$87.60
Tim Whaler	Project Manager	\$79.52
Support Staff	Senior Planner	\$72.42
Support Staff	Planner/Administrative	\$63.90

REIMBURSABLE EXPENSES

Expense Item	Amount	Unit
Mileage	\$0.545	per mile ¹
Color copies	\$0	not charged
B/W copies	\$0	not charged
Overnight delivery	\$30.00	per delivery
Air fare	\$325.00	estimated per trip
Rental car	\$50.00	estimated per day
Rental car fuel	at cost	for contract-related travel
Hotel	\$120.00	estimated per night
Meals	\$64.00	per diem

¹ Local mileage for day trips is not reimbursable under the contract.



3TPVE-1

OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WESTER INSURANCE AGENCY 1020 S. GARNETT STREET P.O. BOX 789 HENDERSON, NC 27538-769 W David Carver		252-438-8165		CONTACT W David Carver PHONE (A/C, No, Ext): 252-438-8165 FAX (A/C, No): 252-438-6640 E-MAIL: david@westerninsurance.com ADDRESS:	
INSURED 3TP Ventures, Inc. Alan Steinbeck 2460 Sedgewick Dr. Chapel Hill, NC 27514				INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Ins INSURER B: Hartford Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 22357	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR OVER NOV2	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO ☐ LOC OTHER:	Y	PPP1553011	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Arw one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PPP1553011	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mechanics in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	22WBCAB3AXT	03/02/2018	03/02/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL		PPP1553011	02/01/2018	02/01/2019	Ea. Claim \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Destin is an additional insured with respect to General Liability as required in a written contract.

CERTIFICATE HOLDER

CITYDE1

City Of Destin
Building Division
4200 Bayou Trail
Destin, FL 32541

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE
CITY OF DESTIN**

ADDENDUM #4

This **ADDENDUM** made to the Principal Agreement dated May 8, 2018 (hereinafter referred to as "**AGREEMENT**") is made and entered into on this ____ day of May, 2020 between the City of Destin (hereinafter referred to as " **CITY**"), 4200 Indian Bayou Trail , Destin, Florida 32541, and 3TP Ventures, Inc. (hereinafter referred to as "**CONSULTANT** "), 2460 Sedgefield Drive, Chapel Hill, NC 27514.

RECITALS:

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

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

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

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

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

CONTRACT EXTENSION

The AGREEMENT is hereby amended to extend the period of performance through April 30, 2021.

(Signature Continue on Next Page)

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

CONSULTANT:

CITY:


(Signature)

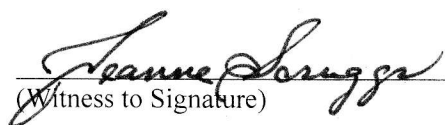
(Signature)

ALAN K. STEINBECK, PRESIDENT
(Printed Name and Title)

(Printed Name and Title)

3/27/2020
(Date)

(Date)


(Witness to Signature)

(Attest to Signature)

Jeanne Scruggs
(Printed Name)

(Printed Name and Title)

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE
CITY OF DESTIN**

ADDENDUM #5

This **ADDENDUM** made to the Principal Agreement dated May 8, 2018 (hereinafter referred to as "**AGREEMENT**") is made and entered into on this 13th day of ~~March~~^{April}, 2021 between the City of Destin (hereinafter referred to as "**CITY**"), 4200 Indian Bayou Trail, Destin, Florida 32541, and 3TP Ventures, Inc. (hereinafter referred to as "**CONSULTANT** "), 2460 Sedgefield Drive, Chapel Hill, NC 27514.

RECITALS:

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

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

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

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

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

ARTICLE 1 – SCOPE OF SERVICES AND COMPENSATION

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

ARTICLE 2 - CONTRACT EXTENSION AND PROFESSIONAL RATES

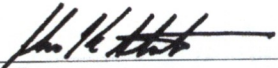
The AGREEMENT is hereby amended to extend the period of performance through April 30, 2022. The CONSULTANT will apply to all tasks assigned to this project using the hourly rates set forth in Attachment 'B', included and attached hereto, beginning April 22, 2021.

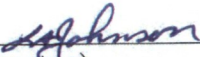
(Signature Continue on Next Page)

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

CONSULTANT:

CITY:


(Signature)


(Signature)

Alan K. Steinbeck, President
(Printed Name and Title)

LANCE JOHNSON - CITY MANAGER
(Printed Name and Title)

4/13/2021
(Date)

04/13/2021
(Date)


Jeremy Goldstein (Apr 14, 2021 16:55 EDT)
(Witness to Signature)


(Attest to Signature)



Jeremy Goldstein
(Printed Name)

ROY BAILEY, CITY CLERK
(Printed Name and Title)

ATTACHMENT 'A'

ADDENDUM #5

AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE CITY OF DESTIN

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

- Establish shared file structure and protocols for comment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 'B'

PROFESSIONAL RATES

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

REIMBURSABLE EXPENSES

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

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

Addendum #5

Final Audit Report

2021-04-14

Created:	2021-04-14
By:	Alan Steinbeck (alan@psgplans.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATuPWghhCr5o-gfrE4GKdaWXMhZZYQ3j_

"Addendum #5" History

-  Document created by Alan Steinbeck (alan@psgplans.com)
2021-04-14 - 8:14:22 PM GMT - IP address: 45.37.100.208
-  Document emailed to Jeremy Goldstein (jeremy@3tpventures.com) for signature
2021-04-14 - 8:16:09 PM GMT
-  Email viewed by Jeremy Goldstein (jeremy@3tpventures.com)
2021-04-14 - 8:50:08 PM GMT - IP address: 99.132.141.135
-  Document e-signed by Jeremy Goldstein (jeremy@3tpventures.com)
Signature Date: 2021-04-14 - 8:50:35 PM GMT - Time Source: server- IP address: 99.132.141.135
-  Agreement completed.
2021-04-14 - 8:50:35 PM GMT

EXHIBIT "A"

PROFESSIONAL RATES

Alan Steinbeck	President	\$90.20
Tim Whaler	Project Manager	\$81.88
Jeremy Goldstein	Project Manager/Analyst	\$86.93
Support Staff	Senior Planner	\$74.57
Support Staff	Planner/Administrative	\$65.80
PSG, Inc.		
Joce Pritchett, PE	Civil Engineer	\$151.45
Cynthia Grizzle	Environmental Planner	\$100.80
Support Staff	Senior Planner	\$96.00
Support Staff	Planner	\$67.20
Roark Engineering		
Drew Roark, PE	Traffic Engineer	\$148.75

REIMBURSABLE EXPENSES

Expense Item	Amount	Unit
Mileage	\$0.58	per mile ¹
Color copies	\$0	not charged
B/W copies	\$0	not charged
Report printing	at cost	job specific
Overnight delivery	\$30.00	per delivery
Air fare	\$325.00	estimated per trip
Rental car	\$50.00	estimated per day
Rental car fuel	at cost	for contract-related travel
Hotel	\$120.00	estimated per night
Meals	\$66.00	per diem

¹ Local mileage for day trips is not reimbursable under the contract.

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE
CITY OF DESTIN**

ADDENDUM #3

This **ADDENDUM** made to the Principal Agreement dated May 8, 2018 is made and entered into on this ____ day of April, 2019 between the City of Destin (hereinafter referred to as " **CITY**"), 4200 Indian Bayou Trail , Destin, Florida 32541, and 3TP Ventures, Inc. (hereinafter referred to as "**CONSULTANT** "), 2460 Sedgefield Drive, Chapel Hill, NC 27514.

RECITALS:

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

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

WHEREAS, the Principal Agreement allows for annual adjustments to the hourly rates used by the CONSULTANT; and

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

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

ANNUAL ADJUSTMENT TO PROFESSIONAL RATES

The CONSULTANT will apply the hourly rates set forth in Exhibit "A", included and attached hereto, beginning May 1, 2019.

(Signature Continue on Next Page)

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

CONSULTANT:

CITY:

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

(Date)

(Date)

(Witness to Signature)

(Attest to Signature)

(Printed Name)

(Printed Name and Title)

**AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE
CITY OF DESTIN**

ADDENDUM #7

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

RECITALS:

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

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

WHEREAS, the initial term of the Principal Agreement ran from May 8, 2018, through April 30, 2020; and

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

WHEREAS, on March 27, 2020, the parties executed Addendum #4 to the Principal Agreement renewing the Principal Agreement from the time period of May 1, 2020, through April 30, 2021; and

WHEREAS, on April 13, 2021, the parties executed Addendum #5 to the Principal Agreement renewing the Principal Agreement from the time period of May 1, 2021, through April 30, 2022; and

WHEREAS, the parties wish to exercise the third and final renewal option of the Principal Agreement and extend the Principal Agreement from the time period of May 1, 2022, through April 30, 2023; and

WHEREAS, the hourly rates set forth in Addendum 5 shall continue throughout the course of this third renewal with a total not to exceed amount set at \$70,000.00 unless otherwise agreed to by the parties in writing; and

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

TERMS AND CONDITIONS OF PRINCIPAL AGREEMENT: All terms and conditions of the Principal Agreement dated May 8, 2018, and all addendums thereto remain in full force and effect, except to the extent of conflict with this Addendum #7.

CONTRACT EXTENSION

The AGREEMENT is hereby amended to extend the period of performance through April 30, 2023.

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

CONSULTANT:

CITY:

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

Witness to Signature

Attest to Signature

Printed Name and Title

Printed Name and Title

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

DATE: December 1, 2021

SUBJECT: Increase Public Parking at Norriego Point Park

I. BACKGROUND: At the October 18, 2021, City Council meeting the City Council approved a Major Development Order for a Docking Facility located at 1 Gulf Shore Drive, with the condition that the Gulf Shore Drive Extension Construction Agreement be clarified so that the design and amount of parking in the City's public right-of-way (owned in fee simple by the City) be determined in the City's discretion, subject to it being consistent with City Code. The City Council has also expressed a desire to redesign the Gulf Shore Drive Extension such that the amount of available public parking is increased. Since this time, City staff and the attorneys have worked both internally and with FDEP and the developer to ensure that this condition is met and additional parking is available to the general public on the extension of Gulf Shore Drive.

II. DISCUSSION: FDEP has spearheaded development of Phase III of the Norreigo Point Recreational Improvements. As part of the design work, FDEP's contracted engineer (Taylor Engineering through its subcontractor, HALFF engineering) designed the Gulf Shore Drive Extension to Norriego Point Park. Construction of the Gulf Shore Drive Extension is necessary to provide access to the park. Although the road was not fully designed and engineered, the general concept was completed by FDEP's contractors in 2019.

On October 18, 2021, the City and Pointe Mezzanine, LLC, and Pointe Resort, LLC (together, Pointe Mezzanine and Pointe Resort will be referred to as the "Developers") entered into the Gulf Shore Drive Extension Construction Agreement (the "Roadway Agreement"), with the condition that the Roadway Agreement be modified to clearly

demonstrate that the City Council has ultimate discretion to determine the road's final design. The City Council has also expressed a particular interest in increasing the available public parking on the soon to be constructed road.

Since then, City staff and the attorneys have negotiated with all interested parties on this matter in an effort to ensure the quickest and most cost-effective way for the City to modify Gulf Shore Drive Extension in a manner that increases the public parking available at Norriego Point Park. FDEP has declined to redesign the road through its contractors and therefore, at this time, the City can most expeditiously redesign the road by undertaking the project itself. The Roadway Agreement has been modified to this end. Specifically, paragraph 5 of the Roadway Agreement was modified as follows:

5. Construction of Gulf Shore Drive Extension. The Developers will be responsible for construction of the Gulf Shore Drive Extension Project and will bear all costs associated therewith, **except for those costs relating to the redesign of the Gulf Shore Drive Extension described below.** The alignment of the Gulf Shore Drive Extension Project will be constructed **generally** in conformance with the design plans for the Norriego Point Park Recreational Improvements 90% Plans attached as Exhibit "Q" hereto and with the City's approved Environmental Resource Permit No. 0175572-010-EI/46 attached as Exhibit "U," ~~hereto~~ **but redesigned in a manner that increases the available public parking with the City retaining ultimate discretion to design Gulf Shore Drive Extension.** ~~However, the Parties recognize that Exhibits "Q" and "U" present only a concept of the Gulf Shore Drive Extension Project at this time and not fully designed and engineered drawings. The Parties agree to work in good faith together with FDEP towards fully designed and engineered drawings of the Gulf Shore Drive Extension Project that conform as close as reasonably possible to the depictions of the Gulf Shore Drive Extension Project found in Exhibits "Q" and "U," with the City retaining ultimate discretion to design Gulf Shore Drive Extension in a reasonable manner.~~ **The City shall undertake the redesign of the Gulf Shore Drive Extension by procuring fully designed and engineered drawings of the Gulf Shore Drive Extension from a licensed engineer to be selected by the City Council (the "GSD Redesign").** The fully designed and engineered drawings shall comply with the City's Comprehensive Plan and Land Development Code. **The Parties agree to share costs for the GSD Redesign in the following manner: The City and Developers agree to equally split any and all costs of the GSD Redesign up to Sixty-Thousand Dollars (\$60,000.00), with the Developers' portion to be paid by Developers within 30 days of receipt of invoice from the City. Any cost of the GSD Redesign exceeding Sixty-Thousand Dollars (\$60,000.00) shall be borne solely by the City. The goal of this paragraph is to secure a timely redesign and permitted Gulf Shore Drive Extension Project for the benefit of the public usage of the Norriego Point Park Recreational Improvements.** Upon completion, the Gulf Shore Drive Extension Project will be owned and maintained by the City pursuant to the Preliminary and permanent acceptance process outlined in City LDC Article 2.20.00.

A redline version of the entirety of the new Roadway Agreement (excluding exhibits which are unchanged from the October 18, 2021 meeting) is included as Attachment 1. In summary, the Roadway Agreement has been modified to the extent of the changes shown in red, so that the City itself will undertake the redesign of Gulf Shore Drive to increase available public parking by hiring a licensed engineer to complete the redesign. If the Roadway Agreement as modified is entered into, then the City and Developers will share costs of the redesign equally up to the first \$60,000.00 (with such 50/50 split resulting in a

maximum share of \$30,000 per party). Any cost over and above \$60,000.00 would be borne solely by the City. Construction of the road and all costs associated therewith is the Developer's responsibility. The Developers are required to complete construction of the road within 9 months of the City obtaining and issuing all necessary permits for the Gulf Shore Drive Extension Project. The Developers must also repair any damage to the road sustained from any development activity upon completion of its development.

The City Council can most expeditiously conduct this redesign by hiring one of its engineering firm continuing service contractors to perform or the City can potentially piggyback off of DEP's contract with Halff, which is the entity that designed the roadway to this point. The City has continuing service contracts with (in alphabetical order): (1) Baskerville-Donovan, (2) Dewberry, (3) Jenkins Engineering, and (4) Volkert, all of which appear qualified for this work. Alternatively, the City could procure a different engineering firm to perform the work.

City staff recommends that any task order issued to a continuing service contractor not exceed \$60,000.00. The City has budgeted \$350,000.00 for construction of this road, any amount of which could be transferred to this redesign.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): This agreement establishes a contribution not to exceed \$30,000 from "Developers" towards engineering design on a reimbursement basis. A Budget Amendment is attached to accept this restricted contribution. This motion may also encumber up to \$60,000 for a particular engineering firm to be tasked with the design.

	31554132-565000- NORG1 Road Impact Fees - CIP - Norriego Pt Road	30554036-565000- NORG1 Road Capital Grant-CIP- Norriego Pt Road	TOTAL
	\$ 350,000	\$ -	\$ 350,000
FY22 Adopted Budget	350,000	-	350,000
Budget Amendment	-	30,000	30,000
Revised Budget	350,000	30,000	380,000
Previous Expenses/Encumbrances	-	-	-
Available Program Budget	350,000	30,000	380,000
This Agreement +(-)	(30,000)	(30,000)	(60,000)
FY22 Remaining Program Budget	\$ 320,000	\$ -	\$ 320,000

C. Level of Service (LOS):

III. CONCLUSION: Approval of the modifications to the previously approved Roadway Agreement and hiring a continuing service contractor or potentially piggyback off of DEP's contract with Halff, which is the entity that designed the roadway to this point, to complete the redesign of Gulf Shore Drive Extension will most expeditiously provide the public access to the newly developed Norreigo Point Park together, increase available public parking at the park, and ensure that Phase III of the Norreigo Point Park Recreational Facility moves forward as quickly as possible.

IV. RECOMMENDED MOTION: I move to approve the modifications to the Gulf Shore Drive Extension Construction Agreement and direct the City Manager to issue a task order to Jenkins Engineering with a not to exceed amount of \$60,000.00 to redesign the Gulf Shore Drive Extension in a manner that increases available public parking, and to adopt a Budget Amendment related to the contribution to be provided by the Developers.

Attachments:

1. Gulf Drive Extension Construction Agreement - final with Council condition - redline
2. 2021 1206 Budget Amend DEVELOPER Contrib for Norg Road

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

GULF SHORE DRIVE EXTENSION CONSTRUCTION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Purpose.** The purpose of this Agreement is to resolve outstanding title issues and set forth the rights and obligations of the Parties regarding the funding and construction of the extension of Gulf Shore Drive as detailed in the City and FDEP's approved conceptual 95% design plans for the Norriego Point Park Recreational Improvements attached hereto as Exhibit "Q,"

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

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

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

5. **Construction of Gulf Shore Drive Extension.** The Developers will be responsible for construction of the Gulf Shore Drive Extension Project and will bear all costs associated therewith, **except for those costs relating to the redesign of the Gulf Shore Drive Extension described below.** The alignment of the Gulf Shore Drive Extension Project will be constructed **generally** in conformance with the design plans for the Norriego Point Park Recreational Improvements 90% Plans attached as Exhibit “Q” hereto and with the City’s approved

Environmental Resource Permit No. 0175572-010-EI/46 attached as Exhibit “U,” hereto but redesigned in a manner that increases the available public parking with the City retaining ultimate discretion to design Gulf Shore Drive Extension. However, ~~The Parties recognize that Exhibits “Q” and “U” present only a concept of the Gulf Shore Drive Extension Project at this time and not fully designed and engineered drawings. The Parties agree to work in good faith together with FDEP towards fully designed and engineered drawings of the Gulf Shore Drive Extension Project that conform as close as reasonably possible to the depictions of the Gulf Shore Drive Extension Project found in Exhibits “Q” and “U,” with the City retaining ultimate discretion to design Gulf Shore Drive Extension in a reasonable manner.~~ The City shall undertake the redesign of the Gulf Shore Drive Extension by procuring fully designed and engineered drawings of the Gulf Shore Drive Extension from a licensed engineer to be selected by the City Council (the “GSD Redesign”). The fully designed and engineered drawings shall comply with the City’s Comprehensive Plan and Land Development Code. The Parties agree to share costs for the GSD Redesign in the following manner: The City and Developers agree to equally split any and all costs of the GSD Redesign up to Sixty-Thousand Dollars (\$60,000.00), with the Developers’ portion to be paid by Developers within 30 days of receipt of invoice from the City. Any cost of the GSD Redesign exceeding Sixty-Thousand Dollars (\$60,000.00) shall be borne solely by the City. The goal of this paragraph is to secure a timely redesign and permitted Gulf Shore Drive Extension Project for the benefit of the public usage of the Norriego Point Park Recreational Improvements. Upon completion, the Gulf Shore Drive Extension Project will be owned and maintained by the City pursuant to the Preliminary and permanent acceptance process outlined in City LDC Article 2.20.00.

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

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

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

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

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

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

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

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

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

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

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

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

16. **Approvals and Duration of Permits.** The Developer acknowledges that this Agreement does not extend the duration of any permits or approvals, nor does it obligate the City to approve development that is not consistent with the City's Comprehensive Plan or Land Development Code. This Agreement shall not limit or impede the City in the exercise of its governmental authority for purposes of review and final action on any of the development

described herein. This Agreement in no way alters or otherwise abrogates DO 09-17 or any condition specified therein.

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

18. Notices. Prior to either Party initiating legal proceedings to enforce what it perceives to be a breach of this Agreement, notice shall be provided to the Party alleged to have breached the Agreement by written notification delivered by certified U.S. mail explaining the purported breach and providing the offending Party fifteen (15) days from receipt of notice to cure the purported violation. In the event the breach is not cured within the fifteen (15) day period, the Party providing notice may initiate proceedings to enforce the terms of this Agreement. Failure to bring such an action at the end of the notice period described herein shall not serve as a waiver of the right to seek enforcement. Notice under this section shall be provided to:

For Developers:

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

For the City:

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

With copy to:

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

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

With copy to:

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

Destin, Florida 32541

and with copy to:

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

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

20. Entire Agreement. This Agreement contains the entire understanding among the Parties to the Agreement regarding the matters herein set forth and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties hereto relating to this Agreement which are not fully expressed herein.

[signatures appear on following page]

POINTE RESORT, LLC

Dated: _____

ROBERT J. GUIDRY
Manager

POINTE MEZZANINE, LLC

Dated: _____

ROBERT J. GUIDRY
Manager

CITY OF DESTIN

Dated: _____

GARY JARVIS
Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN Budget Amendment Form

Fiscal Year 2022
 Period 3
 Ref 1 BUA
 Ref 2 FDEM

Short Description NORREIGO PT ROAD DESIGN GRANT
 Effective Date 12/6/2021
 Budget Year Code 1

Entity Code 1
 Amendment Type*
 Budget Projection Inclusion One Time

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

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)increase (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 Revenue	366540 Private Donation for Road	NORG1 Norreigo Pt Road	NORRIEGO ROAD DESIGN DEVELOPER GRANT	I	\$ 30,000.00	\$ -	\$ 30,000.00
30554036 Road Grant	565000 Construction in Process	NORG1 Norreigo Pt Road	NORRIEGO ROAD DESIGN DEVELOPER GRANT	I	\$ 30,000.00	\$ -	\$ 30,000.00
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -

Also set up AR 305-115541 and Def Rev 305-223541xx \$30,000

305=grant; 540=multimodal; 36=private donor

Created by: _____
 Entered by: _____
 Approved by: _____

Initials _____
 Date _____

Note

Amend Budget to account for contribution from Developers
 for Norreigo Point Road Design

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Kyle Bauman, City Attorney
Nichole DeVito, Human Resources Manager
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 12.1.2021

SUBJECT: Resolution 21-16 - Amendment to Exhibit A Flowchart. Aligning the Strategic Planning, Budgeting and City Manager Evaluation Process

I. BACKGROUND: At the November 15th City Council meeting, resolution 21-16 was approved by a 6-0 vote. After approval, Councilmember Bagby requested that staff bring back changes to the City Manager evaluation timelines and align that revised process with the strategic planning and budgeting processes. Staff was asked to bring back this information at the first meeting in December, at which time the proposed changes could be incorporated into Resolution 21-16.

II. DISCUSSION: Staff has aligned Councilmember Bagby's proposed changes to the City Manager's evaluation process with the strategic planning and budgeting process. This is presented in a calendar year timeline as well as proposed as an amendment to Resolution 21-16, Exhibit A - City Manager Evaluation Process Flowchart.

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

B. Effect on Budget (EOB): Improved budgeting because the City Manager's evaluation will be completed during the budget workshop timeline which predates the adoption of the final budget.

C. Level of Service (LOS):

III. CONCLUSION: Staff has provided suggested updates to Exhibit A for Resolution 21-16.

IV. RECOMMENDED MOTION: I move to amend Resolution 21-16 with the revised Exhibit A

Attachments:

1. ATT1 Resolution 21-16 - Exhibit A - CM Eval Process Flowchart
2. ATT2 -Reference - Calendar View of Strategic, Budget and CM Eval Process
3. ATT3 Resolution 21-16 - City Manager Annual Evaluation Process
4. ATT4 Exhibit B - COD Eval Form
5. ATT5 Exhibit C - COD Mid-Year Feedback Form

City Manager (CM) Evaluation Process Flow Chart

Complete by:

June

Step 1 – CM provides Council with a proposed City Manager Work Objectives listing for the upcoming fiscal year.

CM ACTION

Step 2 – Council approves, or modifies the CM Work Objectives for the upcoming fiscal year.

COUNCIL ACTION
(Council Meeting)

July

Step 3 – CM shall update the *City Manager Performance Evaluation Form* attached as Exhibit B by updating the strategic goal sections to reflect the adopted and current multi-year Strategic Plan of the City Council. The form shall then be provided to Mayor & Council.

CM ACTION



Step 4 – Councilmembers may elect to meet individually with the City Manager to discuss the City Manager's performance during the current fiscal year.

COUNCILMEMBER
ACTION

Note: Should Councilmember elect to use the performance evaluation form, it shall be signed and retained by the CM.

Step 5 – The Mayor & City Council shall provide completed evaluation forms to the HR Director, who shall tabulate the results and provide the tabulated results to the City Council at a public meeting.

CM & MAYOR
ACTION



August

Step 6 – During August the City Council shall by motion, take appropriate actions which might include, but are not limited to, pay and/or benefits increases, or corrective actions.

COUNCIL ACTION
(Council Meeting)

February

Step 7 – Councilmembers may elect to meet individually with the City Manager to discuss the City **Manager's Mid-Year Performance Feedback**.

COUNCILMEMBER
ACTION

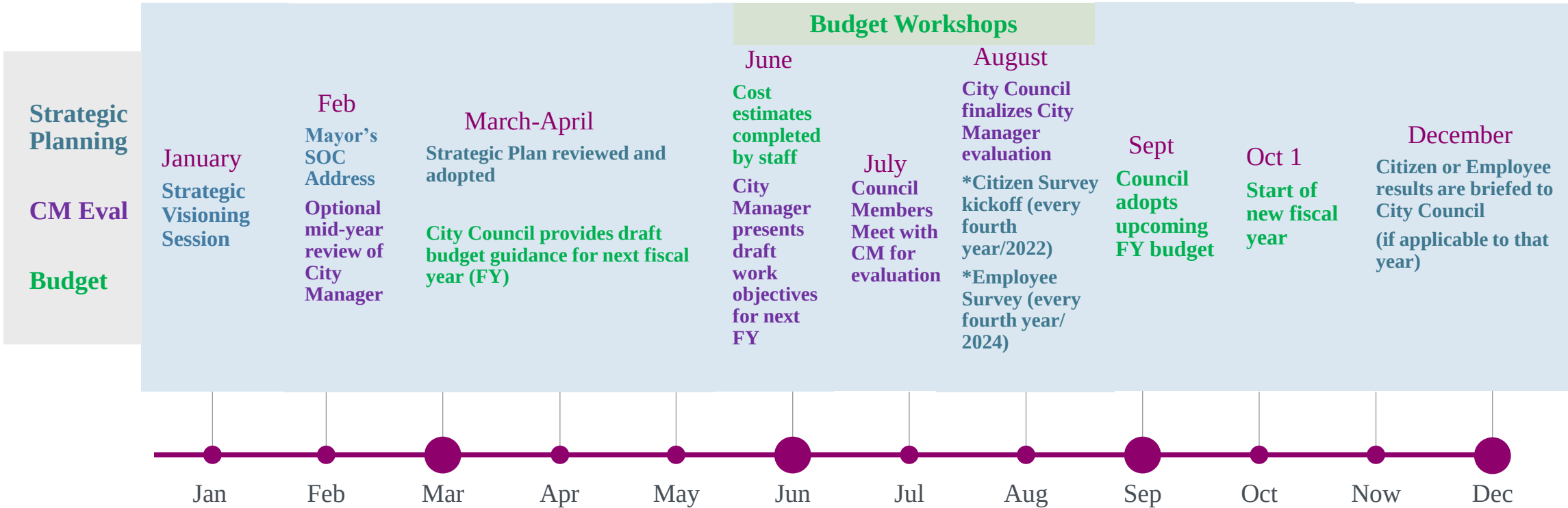
Note: Should Councilmember elect to use the feedback form, it shall be signed and retained by the CM.

Exhibit A
Resolution 21-16



Strategic Planning, CM Eval and Budget Cycle

Calendar Year Timeline



RESOLUTION 21-16

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 INCONSISTENT AUTHORITY; 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 in effect as of the date of adoption of this Resolution states in Section 4.B that "*The City may 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 in its absolute discretion to be 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 Agreement and shall not entitle City Manager to any increase in base salary or other benefits*" 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 previously adopted under Resolution 13-08, 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 inconsistent prior authority, including Resolution 13-08, and set forth a procedure for the annual evaluation of the City Manager.

SECTION 3. PROCEDURES : The evaluation process is set forth in the flowchart as described in **Exhibit A**, with an City Manager Performance Evaluation Form 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 15th DAY of November
2021

By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



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:



City of Destin City Manager Mid-Year Feedback Form

NAME: _____

REVIEW DATE: _____

Elected Official's Mid-Year feedback on City Manager's Performance:

City Manager's Most Notable Performance Attributes at Mid-Year:

Opportunities For Improvement at Mid-Year:

Elected Official's Mid-Year feedback on the Execution of the Strategic Plan:

City Manager's Most Notable Performance as it relates to the execution of the Strategic Plan at Mid-Year:

Opportunities For Improvement at Mid-Year:

SIGNATURES:

City Manager: _____

Date:

Evaluator: _____

Date:

City Manager Comments:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Rey Bailey, City Clerk

DATE: November 30, 2021

SUBJECT: Volunteer Committee/Board Appointments

I. BACKGROUND: According to the city code, each council member is entitled to make one nomination to each standing committee/board. In the event an eligible city council member declines to make a nomination, the nomination for the seat open for appointment shall be open to the entire council. The term of each appointed member runs concurrently with the nominating elected official's term.

Also, pursuant to section 2-36 of the City Code, the Council is supposed to conduct a periodic and systematic review of the need for, and benefits derived from these boards and committees.

II. DISCUSSION: The list below shows the committee/board with vacant position(s), the council member(s) entitled to the nomination, and the names of current applicants.

Attached are copies of all committee/board membership applications. Although applications of interested citizens have been provided, it is within the purview of each council member to nominate anyone who is a resident of the City of Destin (Section 2-37, Code of Ordinances).

Board of Adjustment (4 vacant positions) (Destin / Bagby / Wagner / King)

Applicants: Cyron Marler
Kimberley Mergler
Robert Pinard
James Moomaw

Local Planning Agency (2 vacant positions) (Bagby / Wagner)

Applicants: Timothy Ventimiglia
Thomas B. Murphree III
Kristian Ray

Public Works/Safety (2 vacant positions) (Schmidt / Bagby)

Applicants: John Stephens
Megan Webb

Town Center CRA Advisory Committee (2 vacant positions) (Braden / King)

Applicants: None

Sec. 2-36, City Code

Pursuant to section 2-36, City Code, the Council has previously found that it is in the public's interest to conduct periodic and systematic review of the need for, and the benefits derived from advisory agencies, authorities, boards, commissions, and committees.

The Code has a total of 10 criteria listed for Council to consider in whether to create or re-establish a board or committee. Council has not conducted this review in at least several years so it may wish to do so in the near future. If so, City staff can provide appropriate input at a future meeting.

Sec. 2-34, City Code

The City Council has also previously inquired as to attendance requirements of advisory and committee members. Pursuant to section 2-34, attendance by members at these meetings is mandatory and absence from three consecutive regular meetings by a member constitutes cause for removal. The City Council may, at its discretion, remove any member of any agency, authority, board, commission or committee after notice to such member and hearing before the Council. Section 2-31, City Code, also provides that any member of a committee, board, panel or commission of the City may be removed by the City Council for cause after written notice and public hearing.

- A. **Link to Strategic Goals / Objectives:** Enhanced Quality of Life
- B. **Effect on Budget (EOB):** None. These are volunteer positions
- C. **Level of Service (LOS):** Each committee is designed to consist of 7 members, with 4 to constitute a quorum. Each committee needs a full membership to effectively procure the business for which the committee was established.

III. CONCLUSION: Appointments are required to maintain the full operation of the committee, help assure a quorum, and accomplish the goals of the committee as outlined in its annual work plan.

IV. RECOMMENDED MOTION: I nominate (name of applicant) for appointment to (name of committee/board). (The entire council votes to confirm the appointment)

Attachments:

1. Application - Cyron Marler
2. Application - Kimberley Mergler
3. Application - Robert Pinard
4. Application - James Moomaw
5. Application - Timothy Ventimiglia
6. Application - Thomas B. Murphree III
7. Application - Kristian Ray
8. Application - John Stephens
9. Application - Megan Webb



Committee Volunteer Application

PLEASE PRINT

NAME: CYRON MARLER

HOME ADDRESS: 616 2ND STREET

MAILING ADDRESS (if different from above): _____

Home Phone: 850-687-0654 Business Phone: 850-974-2058 Cell Phone: N/A

(These numbers are used to contact you for interviews, special meetings, and courtesy calls.
If you wish that they not be given out or if unlisted, please so indicate.)

Email Address: CYRONMARLER@COX.NET Fax Number: N/A

If necessary, how is it best to contact you during the day? BOTH NUMBERS

Business Name: N/A

Office Address: N/A

Please provide a brief description of your education and experience. (Attach separate sheet if desired):

HIGH SCHOOL 1978, 4 TERMS ON CITY COUNCIL
1 TERM ON BOA, 1 TERM PUBLIC WORKS

Are you a registered voter in Okaloosa County?

YES ✓ NO _____

How long have you lived in Destin?

YRS 64 MO _____

Are you currently a resident of Destin?

YES ✓ NO _____

Do you hold a public office?

YES _____ NO ✓

Have you ever been convicted of a felony?

YES _____ NO ✓

If yes, please explain and give date(s). _____

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

If yes, which one(s)? NO

Please indicate the board, commission, or committee on which you are interested in serving.

___ Airport Compatibility Advisory
Committee

___ Environmental, Parks & Recreation
Committee/Tree Board

☒ Board of Adjustment

___ Harbor & Waterways Board

___ Public Works/Public Safety

___ Harbor CRA Advisory Committee

___ Town Center CRA Advisory Committee

___ Local Planning Agency

List your qualification to serve on the above organization(s):

4 TERMS CITY COUNCIL 1 TERM BOA

Why you are especially qualified to serve on this Committee/Board?

SERVED ON BOA 2008-2019

What do you see as the major purpose of this Committee/Board?

HELP THE COUNCIL

What do you want to see this Committee/Board accomplish?

Would you consider serving an organization other than one(s) you indicated above?

YES

Additional comments you would like to add:

NO

HAVE YOU DISCUSSED THIS APPLICATION WITH ANY MEMBER(S) OF THE CITY COUNCIL? IF SO, WHO? NO

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

Cy Marks

Signature

11-30-21

Date

Please return completed form to the City Clerk in person or by mail to 4200 Two Trees Road, Destin, FL 32541, or by fax to (850) 837-3267.

First Name	Kimberley
Last Name	Mergler
Home Address	3598 waverly circle
City	Destin
State	Fl
Zip	32541
Phone	4047319685
Email	Kmergler@gmail.com
Business Name	Marler Harbor Properties Inc
Business Address	732 harbor blvd
City	Destin
State	Fl
Zip	32541
Brief description of education and experience:	4 years- Emory university BA 15 years Church of The Apostles Atlanta Ga- Early Childhood Coordinator Coordinated all aspects of ministry including curriculum development for ages infant- kindergarten- Wrote all curriculum and implemented worship teams for middle school and high school to impact infant- kindergarten age children 7 years- President, Marler Harbor Properties Inc- property management - if it needs doing I do it!

How long have you lived in Destin? 7 years- family has owned property since 1967

Are you currently a resident of Destin? Yes

Are you a registered voter in Okaloosa County? Yes

Do you currently hold a public office? No

Have you ever been convicted of a felony? No

If you have been convicted of a felony, please explain and provide date(s). *Field not completed.*

List any city boards or committees you are currently a member of. *Field not completed.*

Select the board or committee you are interested in serving on. Board of Adjustment

List your qualifications to serve on the selected board or committee. Fairness- Balance- As both a resident and a landlord I understand the need for a big picture perspective and finding a balance when weighing decisions that impact the people

What do you consider the purpose of this board/committee to be? Weighing in on zoning disputes- looking at the admin decisions based on city ordinances with big picture thinking- what is best for the city overall

What would you like to see this board/committee accomplish? N/A

If you have discussed this application with any member(s) of the Destin City Council, please identify them. *Field not completed.*

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL

DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

12/1/2021

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

First Name	ROBERT
Last Name	PINARD
Home Address	220 Dolphin Estates Ct
City	Destin
State	FL
Zip	32541
Phone	8505339632
Email	bob.pinard@gmail.com
Business Name	Cox Communications
Business Address	34904 Emerald Coast Pkwy Ste 136
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	Graduate of FWBHS, Ga. Tech in Industrial Management, licensed Realtor (inactive for over 20 yrs), lived all over the world, helped clean up the beaches in 2010. Former BOD of Fresh Start for Children and Families. Help local business owners make better choices with their advertising.
How long have you lived in Destin?	21 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes

Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	none
Select the board or committee you are interested in serving on.	Board of Adjustment
List your qualifications to serve on the selected board or committee.	Local homeowner who has dealt with the City for over 20 years, worked with local business owners reach locals and tourists.
What do you consider the purpose of this board/committee to be?	Hear and decide on applications for variances and special exceptions mostly.
What would you like to see this board/committee accomplish?	Hear and decide quickly and fairly each case.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	none.

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Signature	Electronic Signature Verification
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Date

11/30/2021

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

First Name	James
Last Name	Moomaw
Home Address	1048 Highway 98 E, Unit 303W
City	Destin
State	FL
Zip	32541
Phone	2146830484
Email	j.moomaw@sbcglobal.net
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	B.S. Finance, Missouri State University, 1976 J.D., University of Oklahoma, 1986 34 years experience as commercial real estate attorney, specializing in retail, with both national law firm and private companies. Licensed in Texas. Experience includes development. financing, leasing, zoning, incentives, management, purchases, sales, joint ventures and franchising.
How long have you lived in Destin?	Six years
Are you currently a resident of Destin?	Yes

Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	None
Select the board or committee you are interested in serving on.	Board of Adjustment
List your qualifications to serve on the selected board or committee.	Prior experience as an attorney in zoning matters
What do you consider the purpose of this board/committee to be?	To advise the City Council on regarding the maintenance and enforcement of existing zoning regulation, as well as requested variances and changes.
What would you like to see this board/committee accomplish?	Maintain the status quo, while thoughtfully and strategically considering proposed changes and variances
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	None

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Signature

Electronic Signature Verification

Date

12/1/2021

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First Name	Timothy
Last Name	Ventimiglia
Home Address	995 Airport Rd Unit 9
City	Destin
State	FL
Zip	32541
Phone	317-908-4586
Email	ravenandtim@yahoo.com
Business Name	Emerald Coast Payments
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	+ 15 years of leading large Manufacturing and Supply Chain operations with demonstrated success leveraging business and technical resources to devise solutions to improve operational excellence, facilitate growth, and maximize profitability. Experienced in formulating and executing a variety of projects across different levels of the organization. Results-proven, growth-oriented focused leader with repeated "hands-on" successes and a valued leader to key strategic decisions. Tactical change thinker who encompasses exceptional communication skills and facilitates collaboration across all levels of an organization. - MBA - Certified Six-Sigma Black Belt - Complex problem-solver

How long have you lived in Destin?	5 Months
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	Recently moved to Destin and am in the process of starting a new business. I am invested in continuing to make our area flourish!
What do you consider the purpose of this board/committee to be?	Support our community in fair, consistent and transparent manner, through collaboration guidance and application as needed.
What would you like to see this board/committee accomplish?	Improve the community, including safety, transportation, tourism, schools, preserve our beaches, oceans, waterways, wildlife and overall economy.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL

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Signature

Electronic Signature Verification

Date

11/22/2021

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First Name	Thomas B
Last Name	Murphree III
Home Address	704 Main Street
City	Destin
State	Fl
Zip	32541
Phone	2813096914
Email	tmurphree3@live.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	Destin
State	Fl
Zip	32541
Brief description of education and experience:	Education: Master of Transportation and Logistics Management; Bachelor of Engineering; Military Education: Joint Forces Staff College; Command and General Staff College; Humanitarian Assistance Course; Retired U.S. Army Colonel in 2015 after 31 yrs. served as a Logistics officer at various levels. Currently employed by the U.S. Army as a civilian supporting Army units in the area for Logostocs
How long have you lived in Destin?	1 yr

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	None
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	Extensive experience working on committees and planning
What do you consider the purpose of this board/committee to be?	To ensure consistent and prudent development and improvement of Destin for businesses, residents and visitors
What would you like to see this board/committee accomplish?	A consistent comprehensive development plan for Destin
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

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*REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL
BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE
SUPERVISOR OF ELECTIONS OFFICE.*

Signature

Electronic Signature Verification

Date

11/16/2021

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First Name	Kristian
Last Name	Ray
Home Address	739 Swan Cir
City	Destin
State	Florida
Zip	32541
Phone	503-490-7370
Email	kristianray2003@yahoo.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	BS in information technology - American Military University I'm active duty Air Force and am on the tail end of my career. I currently manage a section of 65 people and oversee very large projects. I've also been a operation manager for large automotive racing event in the past. I've never been part of committees but its interesting to me and I'd like to have more of a active voice in the community and where its heading. **I put 'local planning agency' as my preferred committee, but I'm open to anything. I really just want to get more involved.

How long have you lived in Destin?	2010-2013 and 2019-current
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	<i>Field not completed.</i>
Select the board or committee you are interested in serving on.	Local Planning Agency
List your qualifications to serve on the selected board or committee.	I do a lot of project management at work, but I'm not sure if that is a qualification or not.
What do you consider the purpose of this board/committee to be?	planning how the city will develop and change.
What would you like to see this board/committee accomplish?	make sure the correct things are developed and give property owners power to develop properties how they see fit.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	<i>Field not completed.</i>

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Signature

Electronic Signature Verification

Date

11/15/2021

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First Name	John
Last Name	Stephens
Home Address	4025 Indian Trail
City	Destin
State	FL
Zip	32541
Phone	850-217-4777
Email	john@luthersponton.com
Business Name	Luther's Pontoon, Waverunner, & Kayak Rentals
Business Address	202B Harbor Blvd.
City	Destin
State	FL
Zip	32541
Brief description of education and experience:	High School - Choctawhatchee High School College - University of West Florida - B.S. in Computer Science Work - Contractor for Military with Computer technology. Work - Currently own a watersports business
How long have you lived in Destin?	13 Years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes

Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	Harbor Capacity, Harbor & Waterways
Select the board or committee you are interested in serving on.	Public Works/Public Safety Committee
List your qualifications to serve on the selected board or committee.	I've been on other committees. Just trying to broaden my knowledge
What do you consider the purpose of this board/committee to be?	To assist with with public works & safety issue within our City.
What would you like to see this board/committee accomplish?	I want to help out community & Businesses in being safer
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	No.

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

Signature	Electronic Signature Verification
-----------	-----------------------------------

Date

11/19/2021

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

First Name	Megan
Last Name	Webb
Home Address	257 Mattie M Kelly Blvd
City	Destin
State	FL
Zip	32541
Phone	8505856735
Email	megsuewebb@gmail.com
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Associate's degree Physical Therapist Assistant and Business Management. I have a variety of experience in multiple areas from the medical field, hospitality industry and running a business.
How long have you lived in Destin?	8 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes

Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	None
Select the board or committee you are interested in serving on.	Public Works/Public Safety Committee
List your qualifications to serve on the selected board or committee.	Strong written and verbal communication skills, interpersonal skills - Active listener, Conflict management - problem solving & conflict resolution, Empathy and strong Collaboration & Negotiation skills. I have the willingness to work with others regarding public safety matters and have been a resident of the City of Destin for the past 8 years.
What do you consider the purpose of this board/committee to be?	To facilitate communication to the board regarding interests of improving public safety in the City of Destin by evaluating and bringing proposed recommendations to the Council.
What would you like to see this board/committee accomplish?	To increase the diversity of safe and effective transit for our children, residents and visitors while decreasing the stresses associated with living in a populated community.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	None

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

*BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE
SUPERVISOR OF ELECTIONS OFFICE.*

Signature

Electronic Signature Verification

Date

11/20/2021

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Presentation

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Land Use Attorney

I. BACKGROUND:

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: November 30, 2021

SUBJECT: 1. Bert Harris Claim - 3465 Scenic Hwy 98

I. BACKGROUND: On August 11, 2021, Brian and Hyewon Kim, through their attorney, Stephen Tatum, Esq., submitted a pre-suit notice of Bert Harris claim to the City, as further detailed below.

II. DISCUSSION: The claim submitted by the Kims, which is attached to this agenda item staff report, alleges that the City of Destin inordinately burdened the Kims' reasonable investment-backed expectations for construction of their home at 3465 Scenic Highway 98 by enacting Ordinances limiting the height of single-family homes in the Crystal Beach Neighborhood zoning district to 30 feet. Prior to enactment of the City's ordinances, the allowable building height in the Crystal Beach Neighborhood zoning district was 35 feet. The Kims demand \$240,000, plus attorneys fees and costs, which they claim represents the diminution in value to their property by virtue of this five foot loss in height.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: The City Council may consider a monetary settlement offer, or approval of the additional 5 feet or less on the property as a settlement offer. In the alternative, the City Council may take no action. If a settlement offer is not accepted by the property owner, the property owner may file suit under the Bert Harris Act. The Land Use Attorney is available to further discuss this matter.

IV. RECOMMENDED MOTION:

Attachments:

1. 1954111

DANA C. MATTHEWS

MICHAEL A. JONES

KENNETH M. BORICK
Of Counsel

Also admitted in Georgia and South Carolina

DANA C. "D.C." MATTHEWS II

SAMUEL B. TAYLOR



INSIGHT | INTEGRITY | INNOVATION

DANIEL C. O'ROURKE
Florida Supreme Court Certified
Civil and Family Mediator

CHRISTA P. DIVINEY
Board Certified Criminal Trial Lawyer
Also admitted in Alabama

LAURA PENTEL-KLANG

C. STEPHEN TATUM

DAWN E. STUNTZ
Also admitted in Mississippi

REPLY TO DESTIN

STATUM@DESTINLAW.COM

August 11, 2021

VIA HAND DELIVERY

Mayor Gary Jarvis
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
gjarvis@cityofdestin.com

Dear Mayor Jarvis:

Our firm represents Brian and Hyewon Kim, the owners of the property located at 3465 Scenic Highway 98, Destin, Florida, also identified as Lot 3 of Grand Palms, according to the plat thereof recorded at Plat Book 15, Page 38, of the Public Records of Okaloosa County, Florida.

Due to the enactment of City of Destin Ordinances 17-22-PC and 20-02-LC, which limits the height of single-family homes in the Crystal Beach Neighborhood zoning district to thirty (30) feet, the Kim's reasonable investment-backed expectations for construction of their home on the above referenced property have been inordinately burdened, as defined in the "Bert J. Harris, Jr., Private Property Rights Protections Act", Chapter 70, Florida Statutes ("Harris Act"). The Kims hereby submit this letter along with the enclosed EquiValue Appraisal, LLC property appraisal dated August 10, 2021, as a claim under the Harris Act against the City of Destin for Two Hundred Forty Thousand Dollars (\$240,000) which represents the diminution in value to their property.

Pursuant to the provisions of the Harris Act, the Kims hereby demand payment in the amount of Two Hundred Forty Thousand Dollars (\$240,000), plus attorneys fees and costs.

If no resolution is reached during the statutorily prescribed waiting period, the Kims intend to file suit pursuant to this claim and pursue any other legal remedies for the actions that gave rise to this claim. Mr. and Mrs. Kim explicitly reserve the right to bring any and all legal challenges, appeals and objections with respect to the above cited ordinances.

DESTIN 4475 LEGENDARY DRIVE DESTIN, FL 32541 850.837.3662 PHONE 850.654.1634 FAX

NICEVILLE 323 E. JOHN SIMS PARKWAY NICEVILLE, FL 32578 850.729.7440 PHONE 850.729.7871 FAX

SANTA ROSA BEACH 2930 W. COUNTY HWY 30A, STE 202 SANTA ROSA BEACH, FL 32459 850.682.6211 PHONE 850.622.0898 FAX

DESTINLAW.COM

Sincerely,

A handwritten signature in blue ink that reads "C. Stephen Tatum". The signature is fluid and cursive, with the first name "C." and last name "Tatum" clearly legible.

C. Stephen Tatum

Matthews & Jones, LLP

Attorney for Brian and Hyewon Kim

Enclosures: as stated

cc: Lance Johnson, City Manager (via email)
Rey Bailey, City Clerk (via email)
Kimberley Kopp, Esq. (via email)
Client

APPRAISAL REPORT



**PROPERTY: AN APPROXIMATE 0.31-ACRE GULF VIEW SITE
WHICH IS SLATED TO BE IMPROVED WITH
A PROPOSED GULF VIEW RESIDENCE WITH ASSOCIATED SITE IMPROVEMENTS INCLUDING A
HEATED POOL, POOL DECK AND PARKING**

3465 SCENIC HIGHWAY 98, DESTIN, OKALOOSA COUNTY, FL



**EQUIVALUE APPRAISAL, LLC
PROFESSIONAL APPRAISAL AND VALUATION SERVICES
PO Box 5326
DESTIN, FLORIDA 32540
PHONE (850) 424-6119**

Jason P. Shirey, MAI, CCIM, CPM
State-Certified General Real Estate Appraiser, RZ3186 (FL)
Direct Phone (850) 543-5953 (Mobile)
EquiValue Appraisal File No.: 210-176

APPRAISAL REPORT

Of Resort Residential Property

+/-0.31-Acre of Residential-Zoned Land

Slated for Improvement with one resort residential structure,

Containing an aggregate +/-7,069 of Heated and Cooled Area in the Before Condition

And Containing an aggregate +/-4,567 SF of Heated and Cooled Area in the After Condition,

Along with Associated Site Improvements Including a Heated Pool and Pool Deck

Location

3465 Scenic Highway 98,
Destin, Okaloosa County, FL
32541

Property Owner

Brian Kim

Effective Date

April 2, 2018 (Retrospective)

Report Date

August 10, 2021

Client / Intended User

Brian Kim
2312 East Nottingham Street
Springfield, MO 65804

Prepared by:

Jason P. Shirey, MAI, CCIM, Cert Gen RZ3186



Phone 850 424 6119 Fax 888 774 4503

EquiValue Appraisal, LLC File #: 210-176

August 10, 2021

Brian Kim
2312 East Nottingham Street
Springfield, MO 65804



Re: Diminution in Value Appraisal of a Gulf-View Resort Residential Property, 'As Complete', Before and After Implementation of a Reduction in Allowable Building Height from 35 Feet to 30 Feet, whose postal address is 3465 Scenic Highway 98, Destin, Okaloosa County, FL 32541. EquiValue Appraisal File No. 210-176.

Dear Client:

At your request and authorization, we have prepared an appraisal for the above-referenced resort residential property. A copy of the pertinent engagement document has been included in the addenda to this report if applicable.

This letter of transmittal is *not* an appraisal report, but merely serves to transmit the attached appraisal report and convey the final conclusion of value. The accompanying research, analyses and conclusions, and appraisal report following this letter of transmittal has been compiled in accordance with USPAP Standards Rule 2-2(a) for a written appraisal report.

The purpose of this appraisal is to determine if there is a Diminution in Value as result of the adopted City of Destin Ordinance No. 17-22-PC, which reduced the allowable building height for the subject site from 35 feet to 30 feet, and if so, to derive an opinion of the Diminution in Value to the subject property associated with the implementation of said Ordinance.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of the subject property to 30 Feet. Prior to the implementation of this Ordinance, the legal maximum building height was 35 feet. Therefore, as a result of the ordinance, the maximum building height / roof line height has been reduced by 5 feet, or approximately -14.28%.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 17-22-PC, which was promulgated on April 2, 2018.

The values reported are predicated upon market conditions prevailing as of the effective date of the appraisal. In the context of the scope of work, the appraisal is considered to render a credible opinion of value, specific to the client, intended use and intended user.

August 10, 2021

Page 2

The intended use of this appraisal is for internal decision making purposes by the stated Client and their advisors. This appraisal is intended for the use of the client and client's advisors.

We have completed the requisite inspections, research, and analyses necessary to appraise the 100% fee simple interest in the subject property, 'As Complete' as of April 2, 2018, both prior to adoption of Ordinance No. 17-22-PC and after, in order to evaluate the potential Diminution in value.

Please reference the Scope section of this report for information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this opinion of value. The reported value(s) in this appraisal have not been based on a requested minimum valuation, a specific valuation, and have been prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

Your attention is directed to the Limiting Conditions and Assumptions section following the reconciliation and appraisal certification in this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

This appraisal is subject to the following Hypothetical Condition(s):

- None.

This appraisal is subject to the following Extraordinary Assumption(s):

- None.

Our opinion of value was formed based on our experience in the field of real property valuation, as well as the research and analysis set forth in this appraisal.

I am of the opinion that as a result of the implemented City of Destin Ordinance 17-22-PC that the market value of the subject property is negatively impacted.

The implemented Ordinance reduces the maximum building height of an improvement which could be constructed on the subject property, which in-turn limits the size of the subject property improvement, and therefore the subject's gross and HVAC living area and bedroom and bathroom count and associated underlying land value.

August 10, 2021

Page 2

The subject property is the site which is to host a proposed gulf view resort-residential property specifically designed by the property owner and constructed to the owner's specific tastes.

As improvements such as the subject are regularly traded based on overall size of the improvements and associated price per SF of living area, a reduction in allowable maximum living area / gross building area of the subject correlates to a reduction in associated value and reduction in value to the underlying land.

The Dimunition in Value to the subject is represented by the difference between the 'Before' and the 'After' value conclusions less the difference in cost to construct the improvements.

In this case, this is represented by the difference between the opined value of the completed property prior to implementation of the Ordinance (ie. the 'Before Ordinance' value of \$3,450,000) and the value after implementation of the Ordinance (ie. the 'After Ordinance' value of \$2,775,000) or \$675,000, less the anticipated difference in construction cost of \$435,000.

Per this calculation, with supporting documentation as to the rationale of these values provided within this report, the opinion of Dimunition in Value to the subject as a result of City of Destin Ordinance 17-22-PC is opined to be \$240,000.

Therefore,

**Dimunition in Market Value
As A Result of Implementation of City of Destin Ordinance 17-22-PC:**

**Two Hundred Forty Thousand Dollars
(\$240,000)**

The estimated market exposure period necessary for the subject to have achieved these values is estimated to be 9-12 months.

August 10, 2021

Page 2

It was a pleasure assisting you with this matter. If you have any questions concerning the following analysis, or if we can be of further assistance, please do not hesitate to call.

Respectfully submitted,
EquiValue Appraisal, LLC

A handwritten signature in blue ink, appearing to read "Jason P. Shirey", with a stylized flourish extending from the end.

Jason P. Shirey, MAI, CCIM, CPM
Cert Gen RZ3186

INTRODUCTION

QUALIFICATIONS OF THE APPRAISER



Qualifications of **Jason P. Shirey, MAI, CCIM, MS-RECM**

State-Certified General Real Estate Appraiser No. RZ 3186 (FL)
State-Certified General Contractor No. CGC 062478 (FL)
Licensed Real Estate Broker No. BK 3168469 (FL)

MAI : Designated Member of the Appraisal Institute
Appraisal Institute, Chicago, Illinois.

CCIM : Designated Certified Commercial Investment Member
CCIM Institute, Chicago, Illinois.

M.S. RECM : Master of Science, Real Estate and Construction Management
University of Denver - Denver, Colorado.

B.S. BCN : Bachelor of Science, Building Construction Management
University of Florida – Gainesville, Florida.

Business Affiliations and Work Experience, Past / Present

EquiValue Appraisal and Consulting Services

Principal and Founder; Real Estate Appraiser, Real Estate Broker, Certified General Contractor

Marsh Appraisal Corporation - Real Estate Appraisal and Valuation Services, Fort Walton Beach, Florida

Registered Trainee Appraiser / State Certified Real Estate Appraiser

Plantation Coast Properties, LLC – Fort Walton Beach, Florida

Principal; Real Estate Investments and Property Management

Alcon Associates, Inc. – Commercial General Contractors / Construction Managers; Pensacola, Florida

Florida Division Manager

National Construction Enterprises, LLC – General Contractor / Construction Managers; Savannah, Georgia

Vice President of Operations, Savannah-Hilton Head Division

Acoustics and Specialties, Inc. – General Contractors; Memphis, Tennessee

Senior Estimator / Project Manager of Healthcare Construction

Brasfield and Gorrie General Contractor Inc. – General Contractors and Construction Managers; Orlando, Florida

Construction Estimator / Project Manager

United States Air Force Reserve

Reserve Pilot, Boeing C-17 Globemaster III



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Professional / Continuing Education

Litigation Appraising - Specialized Topics and Applications <i>Appraisal Institute</i>	Income Property Management <i>Institute of Real Estate Management / University of Denver</i>
Uniform Standards of Professional Appraisal Practice 7 Hour Update, <i>Appraisal Institute</i>	Certified Commercial Investment Member Core Concepts <i>CCIM Institute Comprehensive Exam</i>
Advanced Income Capitalization <i>Appraisal Institute</i>	Appraising from Blueprints and Specifications <i>Appraisal Institute</i>
Advanced Sales Comparison Approach and Principles In Highest and Best Use <i>Appraisal Institute</i>	Florida Building Code Update Florida Workplace Safety and OSHA Update <i>Universal Inspection Service</i>
User Decision Analysis for Commercial Real Estate <i>CCIM Institute Course CI-103</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>
Advanced Cost Approach <i>Appraisal Institute</i>	Business Practices and Ethics for Appraisers <i>Appraisal Institute Course #420</i>
Real Estate Taxation, Planning and Consequences <i>University of Denver, Burns School of Real Estate</i>	Basic Income Capitalization <i>Appraisal Institute</i>
Advanced Real Estate Feasibility Analysis <i>Urban Land Institute / University of Denver</i>	Advanced Valuation and Report Writing <i>Appraisal Institute Course #540</i>
Real Estate Securities and Syndications <i>University of Denver, Burns School of Real Estate</i>	Real Estate Investment Finance <i>University of Denver, Burns School of Real Estate</i>
Legal Issues In Real Estate and Construction Management <i>University of Denver, Burns School of Real Estate</i>	Computer Applications for Real Estate Analysis <i>University of Denver, Burns School of Real Estate</i>
Income Property Investment <i>Urban Land Institute / University of Denver</i>	Risk Management and Insurance for Investment Real Estate <i>University of Denver, Burns School of Real Estate</i>
Argus Financial Analysis <i>University of Denver, Burns School of Real Estate</i>	Indoor Air Quality and Mold Contamination Remediation <i>National Association of Mold Professionals, 2004</i>
Residential Real Estate Appraiser Course ABII <i>Ed Klopfer Schools of Real Estate</i>	Real Estate Trainee Appraiser Course ABI <i>Ed Klopfer Schools of Real Estate</i>
Real Estate Salesperson Pre-Licensing Course <i>Ed Klopfer Schools of Real Estate</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Appraiser Experience - Property Types

Affordable Housing
 Agricultural Land
 Aircraft Hangars
 Antenna Towers
 Apartments
 Automobile Dealerships
 Hotels and Motels
 Bank Buildings
 Bowling Alleys
 Broadcast Facilities
 Campgrounds / Recreational Vehicle Parks
 Car Washes
 Churches
 Coastal Land
 Condominium Units:
 Assemblages, Complexes, Conversions
 Condominium Projects:
 Pre-development, Insurable Replacement Cost
 Convenience Stores
 Day Care Centers
 Development Appraisals
 Distribution Facilities
 Golf Clubs and Country Clubs
 Health Clubs
 High-End Residential
 Hobby Farms
 Home Sites (Lots)
 Home Sites (Land - Large Tracts)
 Hotel - Resorts
 Industrial Land
 Industrial Improvements
 Light Industrial Properties
 Manufacturing Facilities
 Marinas / Docks / Boat Storage Facilities
 Medical Offices
 Mixed Use Developments
 Mobile Home Parks
 Multifamily Land
 Multifamily Developments
 Nurseries
 Office Buildings
 Office Condominiums
 Office-Warehouse Facilities
 Outdoor Signs
 Parking Facilities
 Replacement Cost Appraisals
 Retail Stores (Anchor Tenant / Owner Occupied)
 Retail Strip Centers (Multiple Tenant)
 Restaurants (All types)
 Self-Storage Facilities
 Subdivisions (Commercial)
 Subdivisions (Residential)
 Single Family Residences
 Sustainable Development (Green Buildings)
 Urban Land (Vacant and Interim Use)
 Warehouses
 Yacht Clubs

Previous Client List (Partial)

Access Bank and Mortgage
 Alternative Funding Corporation
 BanCorp South
 Bank of America
 Bank of Bonifay
 Bank of Pensacola
 BankTrust
 Beach Community Bank
 CB Richard Ellis
 CCB Community Bank
 Colonial Bank
 Community Bank
 Compass Bank
 Cotton and Gates
 Crystal Beach Development
 DestinFirst Bank
 First Capital Bank
 First City Bank
 First Gulf Bank
 First National Bank and Trust
 Florida Coastal Mortgage
 Guaranty Federal Bank
 GulfSouth Private Bank
 Jay Odom
 Kevin Helmich, P.A.
 Legendary, Inc.
 LNK Development
 M & F Bank
 People's First Community Bank
 Premier Community Bank
 Regions Bank
 Renasant Bank
 Sunbird Condominium Owner's Association
 Suntrust Bank
 The Plaza Owner's Association
 Tranquil Harbor Owner's Association
 Trustmark National Bank
 Vanguard Bank
 Villas on the Gulf Condominium Owner's Association
 Vision Bank
 Wachovia Bank
 Whitney Bank

Assignment Purposes

Acquisition
 Disposition
 Assessment Appeal
 Development Feasibility
 Estate Planning
 Financing (Institutional and Private)
 Investment Analysis
 Portfolio Analysis
 Marital Dissolution
 Relocation
 Mediation, Arbitration, Dispute Resolution



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Assignment Types	Primary Market Area	
Appraisal Review	Okaloosa County	Destin
Buyer Brokerage		Fort Walton Beach
Complex Valuation		Crestview
Construction Progress / Draw Request Inspection		Mary Esther
Demographic Analysis		Niceville
Detrimental Conditions Valuation and Consulting		Bluewater Bay
Eminent Domain Valuation and Consulting		
Estate Valuation		
Feasibility Studies		
Fee Appraisals Including Full and Fractional Interests	Walton County	Miramar Beach
Foreclosure / REO Appraisal - Assessment		Panama City Beach
Highest and Best Use Analysis		Rosemary Beach
Insurance		Santa Rosa Beach
Litigation Support		Blue Mountain Beach
Market Studies		Freeport
Portfolio Valuation and Analysis		Defuniak Springs
Relocation Appraisal		Inlet Beach
Rent Analysis / Studies		Seacrest Beach
Retrospective Valuation	Santa Rosa County	
Site Location Services		Navarre
Valuation and Consultation for Financial Reporting		Navarre Beach
		Gulf Breeze
	Bay County	
		Panama City
		Panama City Beach
		Springfield

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Subject Photograph(s)

Additional photographs can be referenced in the Property Description Section of the Appraisal Report.



Aerial Photograph of Site

Summary of Salient Facts and Conclusions

GENERAL	
EquiValue Appraisal File No:	210-176
Subject:	The Site of A Proposed Resort Residential Property located along the north side of Scenic Highway 98, and directly north of the northern shoreline of the Gulf of Mexico, having a postal address of 3465 Scenic Highway 98 in Destin, Okaloosa County, Florida. The subject site is comprised of +/-0.31 acres of Crystal Beach Neighborhood-zoned land (a residentially-oriented zoning designation) which was slated to be improved with a resort residential structure to maximum allowable building height, along with associated site improvements which include a heated pool, pool deck, and parking. The subject is sited on a lot which is zoned Crystal Beach Neighborhood, which on April 2, 2018 per Ordinance 17-22-PC implemented a reduction in maximum allowable building height from 35 feet to 30 feet. The subject site was purchased by the current owners in 2011 for construction of their home. We were provided with a proposed floor plan for the subject property prior to the implementation of the current 30-foot height limitation mandated by the zoning in-place promulgated by Ordinance 17-22-PC. This is the ‘before ordinance’ condition of the completed subject property in this appraisal. In the before condition, the subject was planned to feature 7,069 SF of HVAC Living Area, 2,282 SF of Balconies and Lanais, and 678 SF of Storage and Garage Area. Plans provided and engineered for the site indicate that this plan was physically possible.

The configuration of the proposed structure in the ‘before condition’ is designed and outfitted as a high-quality resort residential home, and is feature some of the following characteristics:

- An open Pool and Pool Deck, Elevator, Storage and Garage on Level 1, as well as parking.
- A formal Entry, Game Room, Covered Lanai, Living Room, Two Bedrooms, Utility Room, and Two Full and One Half Baths and Outdoor Kitchen on Level 1.
- Family Room, Kitchen, Breakfast Bar, Dining Room, and Two Bedroom Suites with Full Baths and Balconies on Level 2.
- Four Bedroom Suites and Bunk Room on Level Three with Six Bathrooms on Level 3.
- A Fourth Level Sunrise Deck at the roof level.

In the ‘After’ condition, in order to preserve ceiling heights on the lower floors, the third floor must reportedly be eliminated. This is directly the result of the limitation on building height at the 30 foot mark as mandated by Ordinance 17-22-PC.

In the after condition, the subject features 4,567 SF of HVAC Living Area, 1,845 SF of Balconies and Lanais, and 678 SF of Storage and Garage Area.

This reduction in allowable building area translates directly to a reduction in the market value of the underlying land, which now can support less intense structures.

Owner:	Brian Kim 2312 East Nottingham Street Springfield, MO 65804
Legal Description:	Grand Palms Subdivision Lot 3
Tax Identification:	00-2S-22-0541-0000-0030

Date of Report:	August 10, 2021
Date of Value:	April 2, 2018
Property Rights Appraised:	Fee Simple
Intended Use:	The intended use of this appraisal is for internal decision making purposes by the client, and for Bert Harris Act computation of damages.
Intended User(s):	The intended user of this report is the property owner, the property owner advisors, courts and local government and regulatory agencies.
Appraisal Purpose:	Market Value Opinion in the ‘Before Ordinance’ and ‘After Ordinance’ conditions, and subsequent evaluation of Dimunition in Value.
2020 Assessed Value:	\$545,700 (Vacant Land) Despite the intention of the property appraiser to value property at market value on a yearly basis, it is the appraiser’s opinion that assessed value has no direct correlation to fair market value in the subject market area.
2020 Taxes:	\$5,510.78 (Paid) According to the Okaloosa County Tax Collector, taxes for 2020 have been paid in full and no prior year delinquent taxes remain owing.
Sale History:	The subject has been owned by the current owner since 2011 per a review of public records. There have been no other transfers of the subject property in the preceding 3 years.

Current Contracts/Listing: We were unable to locate any active listing for sale of the subject property in the prior 12 months. We are unaware of any intention by the current owner to market the subject for sale.

It is our understanding that the property owner had planned to construct a full three story home on the site, however per changes in the building regulations and maximum building heights per Ordinance 17-22-PC which reduced allowable building heights, the owner is potentially being forced to construct a smaller improvement than previously planned when the lot was purchased / owned for the predominant past.

PROPERTY	
Land Area:	Total: +/-0.31-Acre Usable: +/-0.31-Acre Excess: 0.00 Acres
Zoning/ Future Land Use:	CBN – Crystal Beach Neighborhood by the City of Destin
Highest and Best Use ‘As Complete’/‘As Is’:	Utilizing the subject as a resort-residential property is estimated to be the highest and best use of the subject ‘As Is’/‘As Complete’.
	It is noted that height limitations imposed on the subject by virtue of City of Destin Ordinance 17-22-PC, which limits building height of the subject property to a lesser height than that which was previously legally permitted for the subject, reduces associated allowable building area and is anticipated to have a negative impact on the market value of the subject property to the owner.
	It is also noted that occupancy limitations imposed on the subject by virtue of City of Destin Ordinance 18-29-CC, which limits occupancy of the subject property based on bedroom count, further magnify this impact, as a larger structure would support more bedrooms, which would legally allow more occupants, again negatively affecting the subject property and its market value to the property owner.

VALUE CONCLUSIONS	
Land Value:	Not Utilized
Cost Approach:	Not Utilized
Improved Sales Comparison Approach:	\$3,450,000 – ‘As Complete’ Before Ordinance 17-22-PC \$2,775,000 – ‘As Complete’ After Ordinance 17-22-PC Less Difference in Construction Cost of Larger Structure (-\$435,000) Equals Diminution in Value of Site ‘As Is’ \$240,000
Income Approach:	Not Utilized \$240,000 – Diminution in Value of Site as a Result of Ordinance 17-22-PC

Appraisal Scope of Work

In accordance with the 2020-2021 Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s).

This process should meet the expectations of parties who are regularly intended users for similar assignments and be consistent with what an appraiser's peers actions would be in performing the same or a similar assignment.

Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for the Client, Brian Kim.

The intended use of this appraisal is for internal decision making purposes by the client, the client's advisors, and for Bert Harris Act computation of damages.

The intended user of this report is the property owner, the property owner's advisors, courts and local government and regulatory agencies.

SCOPE OF WORK	
Report Type:	This is a written Appraisal Report, which is intended to comply with the reporting requirements established by Standards Rule 2-2(a) of the 2020-2022 edition of the USPAP for a written Appraisal Report. It presents summary discussions of the data, reasoning, and analyses utilized in the appraisal process to develop the appraiser's opinion of value. Supporting documentation not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for the unauthorized use of this report.

Property Identification:	The subject was identified by the legal description and the assessor's parcel number, and appraiser inspection as well as provided plans for the proposed improvement.
Inspection:	An inspection of the site was made, and photographs were taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions was made. The appraisers physically inspected the micro and/or macro market environments which influence the subject property.
Highest and Best Use Analysis:	A complete analysis of highest and best use for the subject property in 'As Is'/'As Complete' conditions was made.

Valuation Analyses

Land Valuation and Cost Approach:	An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits building height and therefore associated building area. As the cost to construct improvements bears little correlation to what a market participant will pay for a completed and occupiable improvement, the cost approach was not considered necessary to derivation of a credible value opinion and was not applied.
Sales Comparison Approach:	The improved sales comparison approach was utilized in this appraisal assignment in both the 'Before Ordinance' and 'After Ordinance' scenarios for the subject 'As Complete'. The difference in construction cost will be deducted from the differences in 'As Complete' market value in order to isolate the diminution in value to the subject site as a result of the lesser allowed building size by virtue of the Ordinance-imposed height reduction.

Income Approach:	The income approach was not applied in this appraisal. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits the building height and therefore the associated size of the improvement which can be constructed on the site. As such, the income approach was not considered necessary to derivation of a credible value opinion and was not applied.
Hypothetical Conditions:	None.
Extraordinary Assumptions:	None.
Exposure Time (Market Value):	Exposure Time may be defined as: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market. The estimate of exposure time is presented in consideration of the exposure periods for comparable sales utilized in this appraisal, marketing time information available from nationally published sources including the CB Richard Ellis National Market Survey and the opinions of market participants. <i>It is estimated that the exposure time necessary for the subject to have achieved the opinion of value is 9-12 months.</i>

Definition of Value, Property Rights Appraised, and Intended Use

Purpose of the Appraisal:

The purpose of an appraisal is the stated reason and scope of the appraisal assignment. It is established by the client, and points to the information that the client needs to answer specific questions pertaining to real property. The purpose of the appraisal establishes the foundation for the final value conclusion, which does not change to accommodate the use of the appraisal.¹

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 17-22-PC.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of any improvement constructed on the site to 30 feet. Prior to the implementation of this Ordinance, the maximum designed building height of the subject property was 35 feet. Therefore, as a result of the ordinance, the maximum building height of the subject has been reduced by 5 feet or approximately -14.28%. This has resulted in a decrease in available living area of the subject from 7,069 SF in the before condition to 4,567 SF in the after condition which translates directly to the underlying site.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 18-29-CC, which was promulgated on April 2, 2018.

Intended Use of the Appraisal and Intended User:

The intended use of an appraisal is the manner in which a client will employ the information contained in the appraisal report. The intended use or function of an appraisal is determined by the client's needs. Because an appraisal may provide a basis for a decision concerning real property, the intended use of the appraisal depends on the decision that the client wishes to make.²

The intended use of this appraisal is for internal decision making purposes by the client, and for Bert Harris Act computation of damages. The intended user of this report is the client / property owner, advisors, courts and local government and regulatory agencies.

Property Rights Appraised

Real property is said to have value as a result of the "bundle of rights" that are inherent to property ownership. Regardless of the type of ownership, the owner of real property is

¹ The Appraisal of Real Estate, Twelfth Edition

² The Appraisal of Real Estate, Twelfth Edition

said to have an interest in that property. The following definitions are for the three most commonly-valuated interests as defined by the Dictionary of Real Estate Appraisal, Fourth Edition.

Fee Simple Interest:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest:

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Leasehold Interest:

The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. See also negative leasehold; positive leasehold.

The subject property is being appraised 'fee simple', taking into account market conditions at the effective date of the report. Given the valuation of the subject in 'As Complete' / 'As Is' condition in the absence of any executed or planned long term lease activity, fee simple basis is considered to be the appropriate valuation standard.

Date of Value Opinion

Value opinions are presented as of a specific date, taking into account market conditions at that time. The effective date of an appraisal is the date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2020-2021 edition.)

The date of the value opinion can be current, in the past (retrospective), or forecast into the future (prospective).

The following presents definitions regarding the date of the opinion of value, as provided by the text The Appraisal of Real Estate, Twelfth Edition:

Date of Value Opinion:

The date for which an opinion of value is valid.

Current Value:

In accounting, synonymous with market value.

Retrospective Value Opinion:

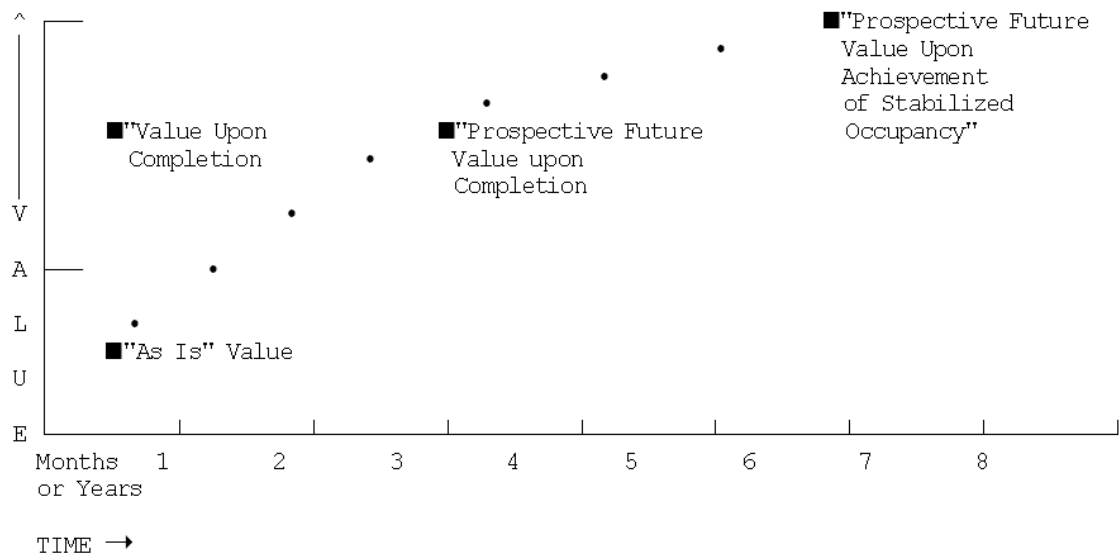
An opinion of value that is likely to have applied as of a specified historic date. A retrospective value opinion is most frequently sought in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.

Prospective Value Opinion:

A forecast of the value expected at a specified future date. A prospective value opinion is most frequently sought in connection with real estate projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written.

In a prospective appraisal, the appraiser analyzes market trends to provide support for forecasted income and expense or sell-out opinions, absorption periods, capitalization rates, and discount rates as of the effective date of the appraisal. This appraisal report was prepared taking into account market conditions present as of the date of the report. The appraiser(s) can not be held responsible for unforeseen events that alter market conditions prior to the effective date of the appraisal.

The following graph presents a graphical depiction of the above-described date of value opinions and their associated position within a potential overall development time scenario.

Value Creation Continuum¹

The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

1

Code of Federal Regulations, Title 12, as amended by the Federal Home Loan Bank Board.

Basis of the Subject Value Opinion

The four time differential values on the preceding graph which may be considered in the appraisal of proposed developments are defined as follows:

- (1) **"As Is"** means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.
- (2) **"Value as Complete" or "Value Upon Completion"** means the market value of a property with all proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.
- (3) **"Prospective Future Value Upon Completion"** means the prospective future value of a property on the date that construction is completed, based upon market conditions forecast to exist as of that completion date.
- (4) **"Prospective Future Value Upon Achievement of Stabilized Occupancy"** means the prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 18-29-CC.

The following are the pertinent dates to the valuation, viewing, and appraisal reporting of the subject property:

Effective Date of Value Opinion: April 2, 2018

Date of Viewing: July 15, 2021

Date of Appraisal Report: August 10, 2021

Date of Photographs: July 15, 2021

Definition of Value

The definition of “Market Value”, as defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Policy Statement of the Appraisal Institute

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

FACTUAL DESCRIPTIONS

Property Description

Summary of Site Characteristics and Improvements

SITE	
Information Sources:	Deed, assessment records, inspection, owner
Total Site Size:	+/-0.31-Acre
Usable Site Size:	+/-0.31-Acre
Corner Lot:	The site is not a corner lot.
Visibility:	The subject site benefits from good visibility from Scenic Highway 98, which parallels the southern boundary of the subject property. The subject site is considered to have good visibility for the subject market area.
Shape:	Rectangular. See aerial photograph / property appraiser map for a visual depiction of the site shape and parcel.
Road Frontage/Access:	The subject features direct access from Scenic Highway 98.
Waterfront Proximity:	The subject is located directly north of the northern shoreline of the Gulf of Mexico, and offers direct views of the Gulf of Mexico and the beaches to the south. The subject property is well-positioned as a resort residential property which would take capitalize on its beach proximate and gulf view location.
Drainage:	Drainage is planned to be adequate for the subject property. Drainage on the subject site meets current standards for storm water retention. The subject property is considered typical with regard to other similar properties in the subject market area.
Potential For Environmental Contamination:	The appraisers have not observed, nor are qualified to detect, the existence of potentially hazardous material or underground storage tanks which may be present on or near the subject site. The appraisers recommend that an environmental survey be attained to assure the environmental stability of the subject property. This appraisal assumes no subsoil contamination of the subject site.

Utilities:	<i>Electricity:</i> Electricity is provided by Gulf Power, Inc. Standard service capacity exists at the subject property with adequate capacity to service the subject proposed improvements. <i>Sewer:</i> Public sewer is provided and is on site. <i>Water:</i> Public water is provided and is on site. <i>Natural Gas:</i> Natural Gas service is provided and is on site.
Site Improvements:	Site improvements planned for the subject include paved parking area, utilities, landscaping, a heated outdoor swimming pool with pool deck area, and excellent quality landscaping.
Landscaping:	The subject is to feature very good quality landscaping with various plantings and grassy areas with irrigation.
Site Utility:	Good
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject property appears to be located in Flood Zone 'VE' (EL 11 Feet) as noted by the following FEMA Map Number: FEMA Map Number: 12091C0493H 12/06/2002
Easements:	We were not provided with a survey for the subject property however were provided a proposed site plan. Our review of the site plan, appropriate maps and public records for the subject property indicated that standard utility easements exist. Our viewing did not indicate that any of these easements would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.
Encroachments:	We were not provided with a survey for the subject property however were provided a proposed site plan. Our review of the site plan, appropriate maps and public records for the subject property did not reveal any encroachments on the subject site. Our viewing did not indicate any encroachments that would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.

In 'As Complete' condition the subject property is to be improved with a high quality resort residential structure. Per the owner, this is the home that they have been planning to build since purchase of the subject lot/site in 2011.

The property is to be an excellent quality residence along with associated site improvements which include a heated pool, pool deck, and parking.

IMPROVEMENTS	
Summary:	Very good Quality Resort Residence
Architectural Style:	Modern Multi-Story Residential 'Resort Style' Single Family Home
Building Class (Marshall Valuation)	Class D, Wood Frame with Some Concrete Masonry Units
Construction:	Concrete Block and Wood Frame / Stucco Exterior
Quality:	Excellent Quality Resort Residential Dwelling
Actual / Effective Age:	Proposed Construction - New
Condition:	Excellent
Remaining Useful Life:	55 Years
Areas & Ratios:	<u>Main House – After Condition</u> Bedrooms: 4 Baths: 4 full and 2 half bathrooms Total Gross Building Area: 7,090 Square Feet Total Living/HVAC Building Area: 4,567 Square Feet <u>Main House – Before Condition</u> Bedrooms: 9 Baths: 9 full and 2 half bathrooms Total Gross Building Area: 10,029 Square Feet Total Living/HVAC Building Area: 7,069 Square Feet As a result of the implemented City of Destin Ordinance 17-22-PC, the third floor of the subject improvement will be required to be eliminated in order to not adversely affect the ceiling heights of the lower floors. In the 'before condition', the third floor of the improvement could be a full size third floor with adequate ceiling heights on all floors to not affect desirability of design.

Therefore, the lost living area by virtue of the implemented ordinance is 7,069-4,567 SF or 2,502 SF.

This lost building area is also important, as per instituted City of Destin Ordinance 18-29-CC, should the improvement be utilized for short-term rental purposes, the maximum number of guests will be calculated at the rate of 2 guests per bedroom based on the Property Appraiser's residential profile of the property, plus 4 additional guests. Therefore, a reduction in allowable living area translates to a reduction in potential bedrooms, and an associated limit on occupancy. See Excerpts below.

Sec. 13-117. – Maximum occupancy based on site capacity/Grandfathering.

(a) The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form, and shall be limited to the lesser occupancy of the following two options:

i. Two (2) persons for each bedroom, plus four (4) additional persons. The number of bedrooms shall be based upon the Property Appraiser's residential profile of the property, and other documents of record, as needed. In no case shall the maximum total occupancy for any dwelling unit exceed the occupancy limits permitted by the Florida Fire Prevention Code or Florida Building Code.

or

ii. A total of twenty-four (24) persons per short-term rental. In the event that there is more than one building or dwelling on one platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.

FOUNDATION, FRAME & EXTERIOR

Foundation:	Concrete Slab
Frame:	Concrete Block and Wood Frame
Exterior:	Stucco
Roof/Cover:	Metal, Sloped

INTERIOR

Notes Regarding Interior Finish:	Interior finishes to the subject are to be of excellent quality and include, but are not limited to, custom cabinetry, stone or solid surface countertops, custom backsplashes, stainless steel appliances, and very good quality bathroom and kitchen fixtures. Very good quality flooring and appurtenances. The subject features a finish consistent with to superior to most resort residences in the existing Destin / Crystal Beach market.
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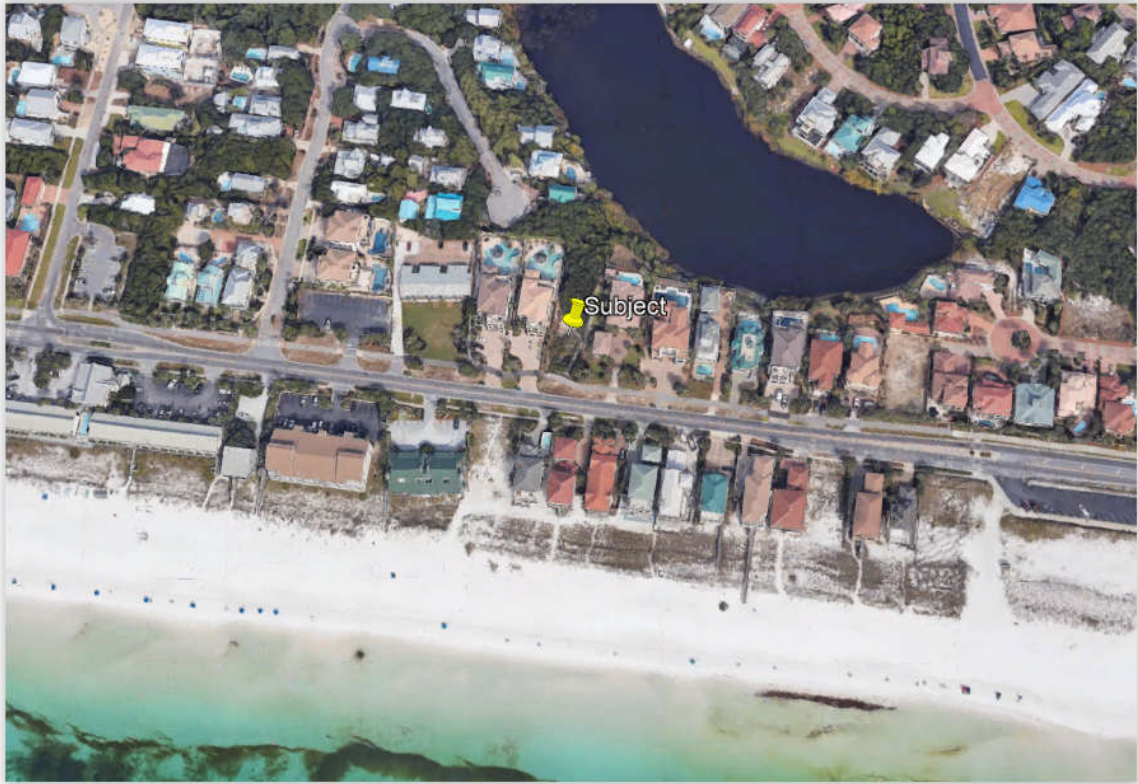
Interior Finish:	Excellent Quality.
Ceilings & Ceiling Height:	Finished Ceilings throughout
Floor Cover:	Porcelain/Ceramic/Stone tile, Wood. Excellent level of floor finish.
Doors:	Very good Quality and condition solid core / six-panel doors with lever style handles throughout. Glass windows and doors are good quality insulated double pane impact resistant.
Additional Amenities:	The subject property is to have an excellent level of finish with excellent design and outdoor living areas including an outdoor heated swimming pool with pool deck, covered outdoor patios, and 4th floor observation deck.

MECHANICAL SYSTEMS

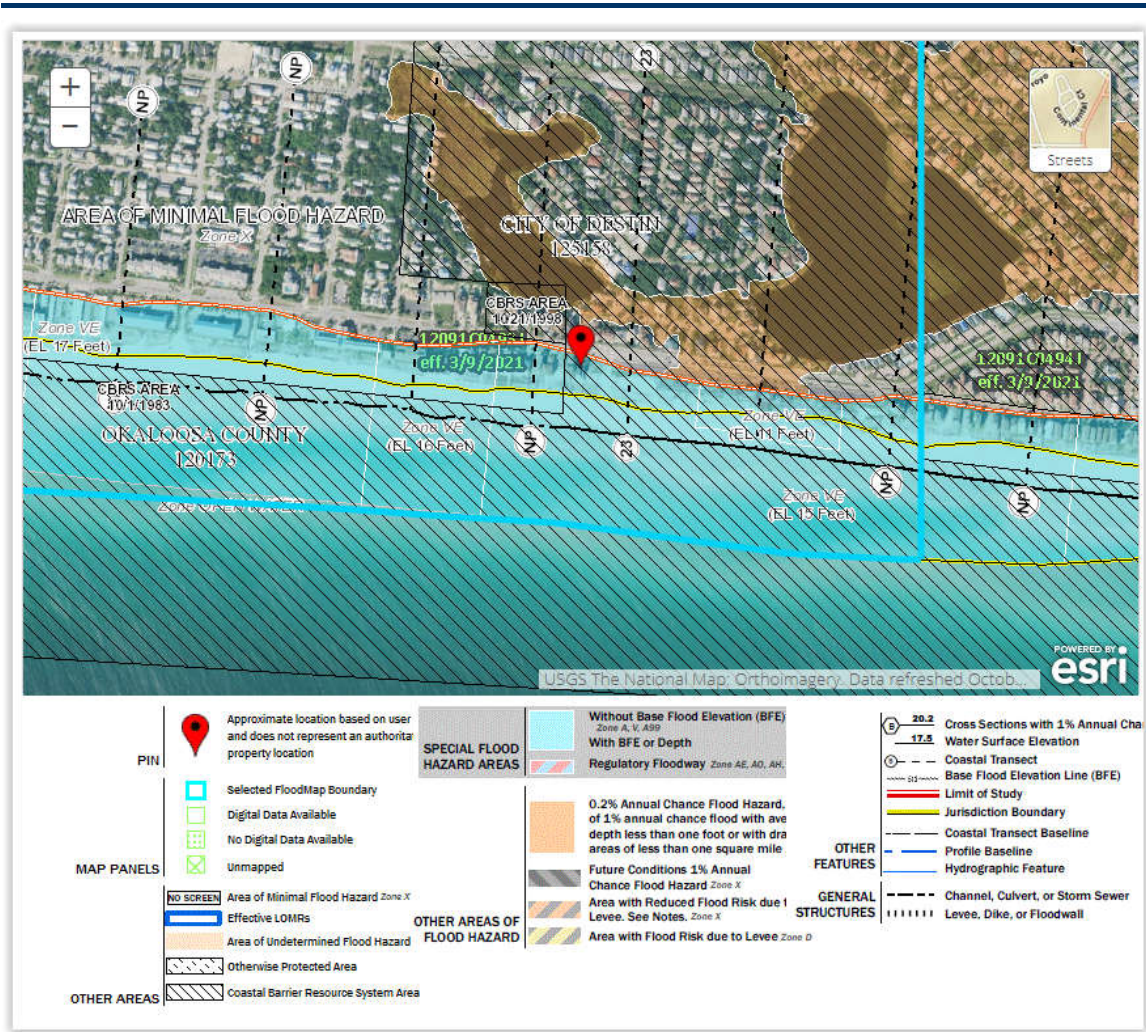
Heating / Cooling:	Multiple Individual HVAC systems.
Hot Water:	Adequate for property.
Electrical:	Adequate for property.
Plumbing:	Adequate for property.

Regional/Area Maps





Flood Map



Flood Zone Descriptions

“A 100-year flood is a flood that has a 1-percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a 100-year storm and the area inundated during the base flood is sometimes called the 100-year flood plain.

The term "100-year flood" is misleading. It is not the flood that will occur once every 100 years. Rather, it is the flood elevation that has a 1- percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most Federal and state agencies, is used by the National Flood Insurance Program (NFIP) as the standard for floodplain management and to determine the need for flood insurance. A structure located within a special flood hazard area shown on an NFIP map has a 26 percent chance of suffering flood damage during the term of a 30-year mortgage.

Zone AE and A1-A30

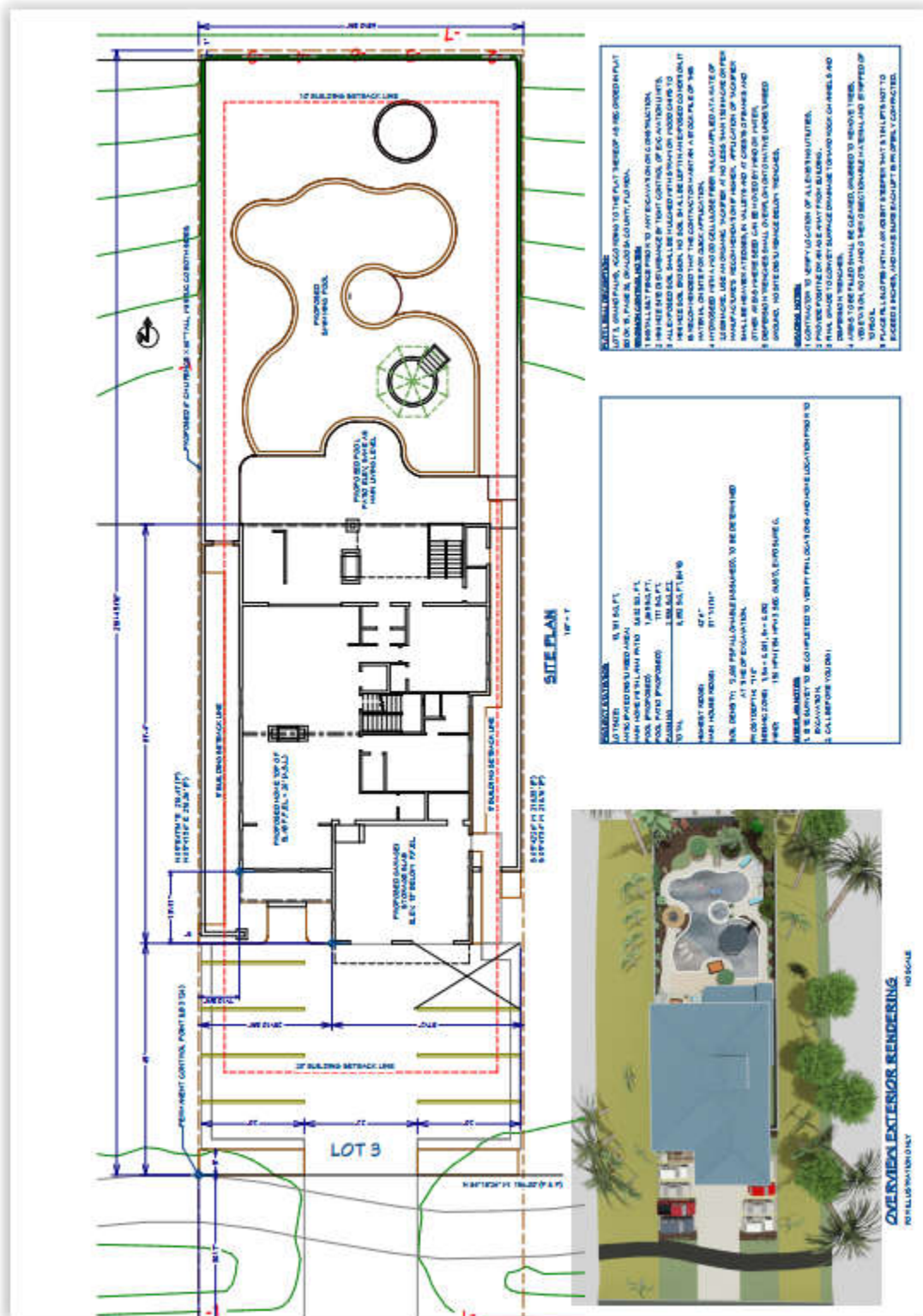
Zones AE and A1-A30 are the flood insurance rate zones that correspond to the 100-year floodplains that are determined in the Flood Insurance Study by detailed methods. In most instances, Base Flood Elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zone VE

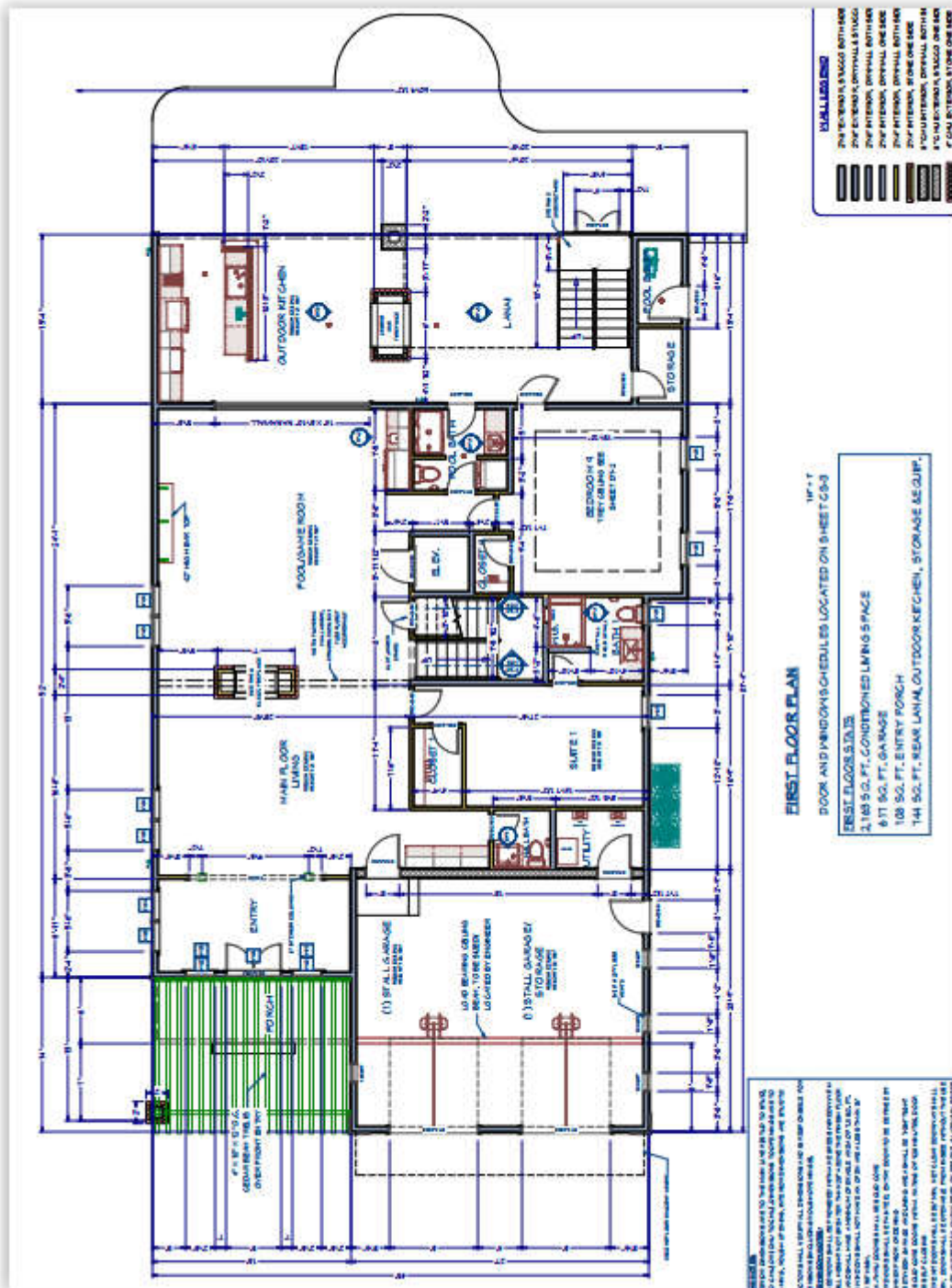
Zone VE is the flood insurance rate zone that corresponds to the 100-year coastal floodplains that have additional hazards associated with storm waves. BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zones B, C, and X are the flood insurance rate zones that correspond to areas outside the 100-year floodplains, areas of 100-year sheet flow flooding where average depths are less than 1 foot, areas of 100-year stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 100-year flood by levees. No BFEs or depths are shown within this zone.”

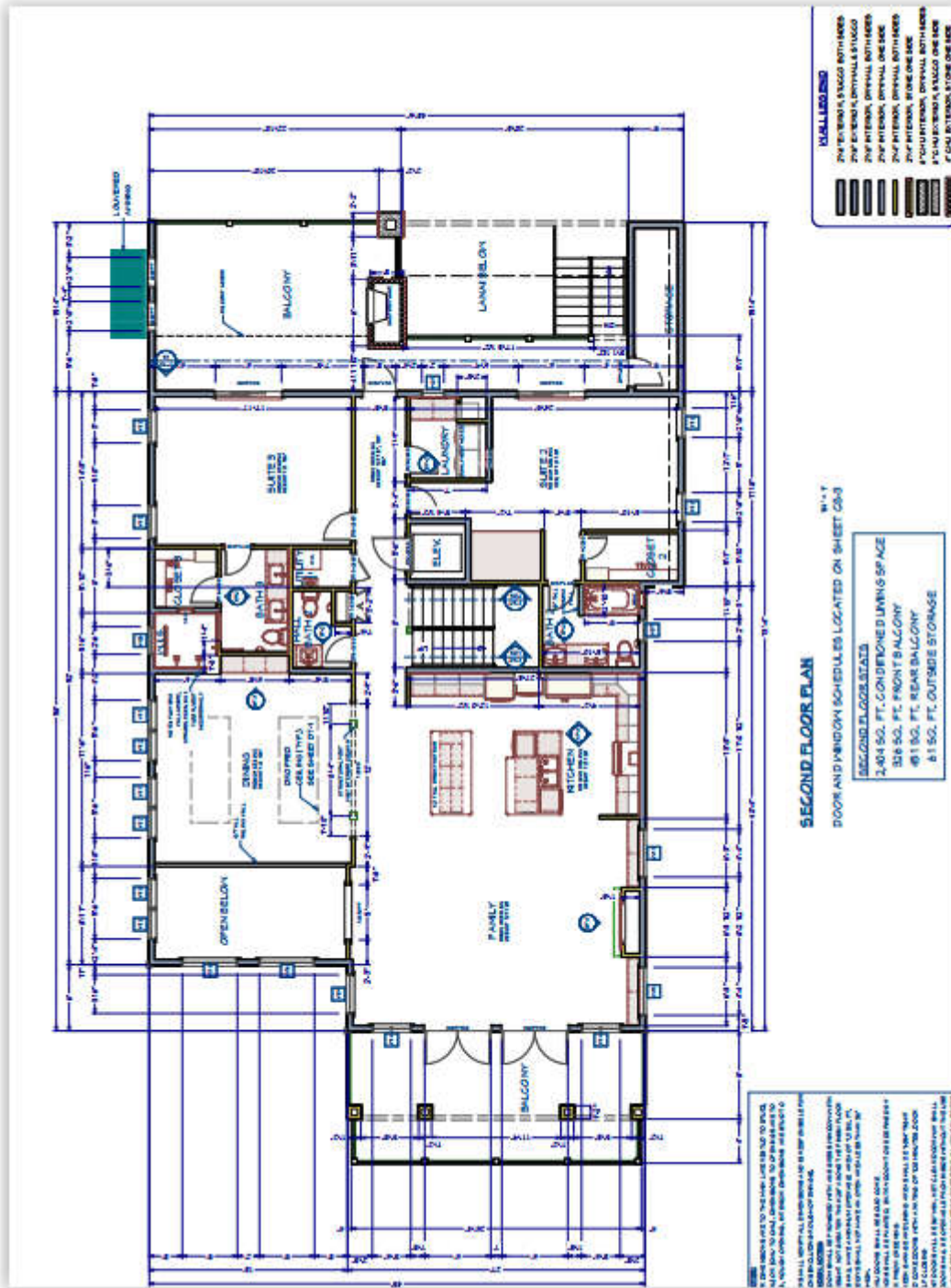
Building Floor Plans



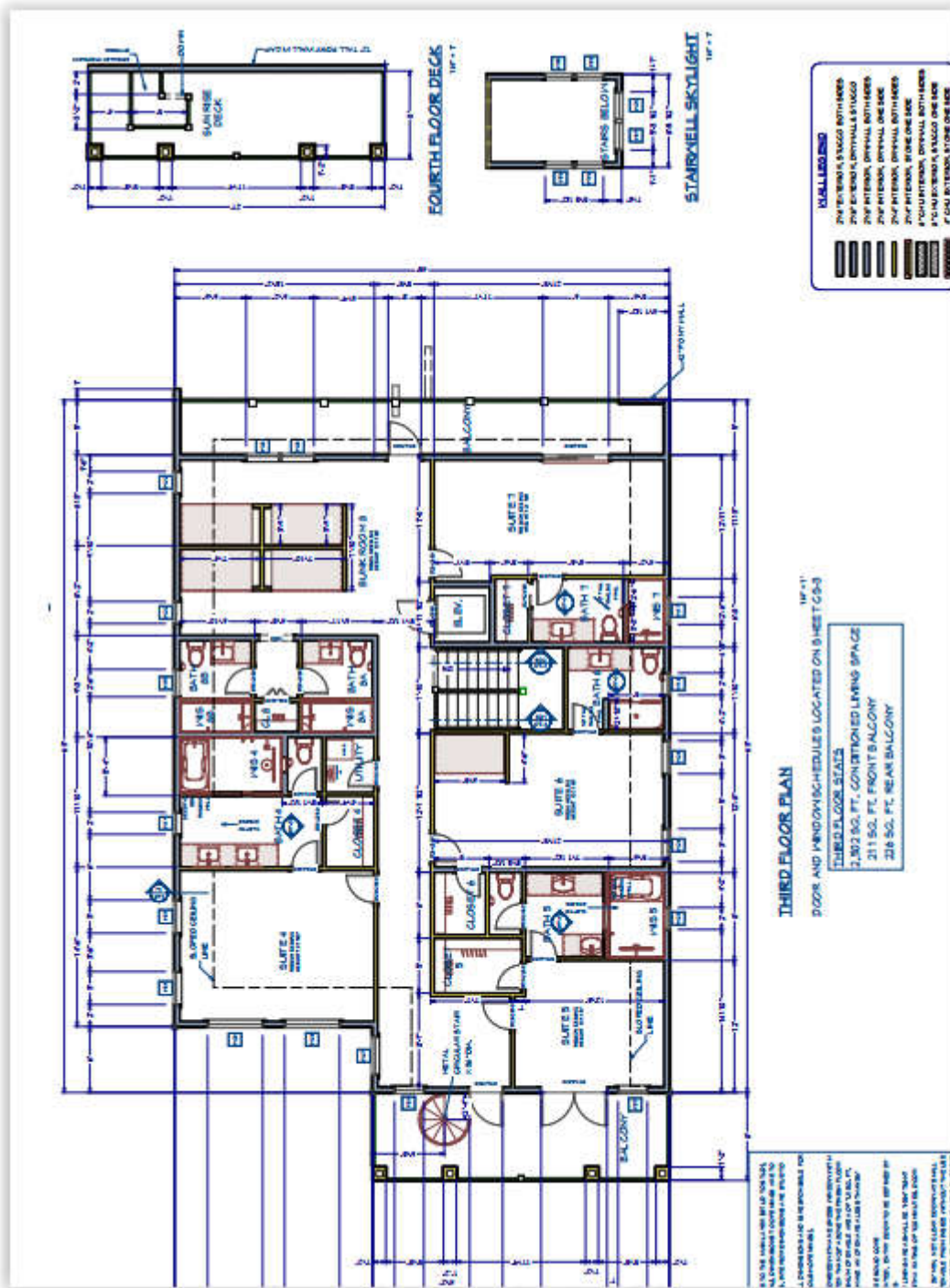
Site Plan



Level 1 Plan – No Change in Before or After Conditions



Level 2 Plan – No Change in Before or After Conditions



Level 3 Plan –
Before Ordinance Area Provides for Full Third Floor
After Ordinance Third Floor is to Be Eliminated

Aerial Photograph



Subject property outlined in blue above

Subject Photographs - Site



Scenic Highway 98 Facing West Subject on Right



Scenic Highway 98 Facing East Subject on Left



Subject Site Facing North



Interior of Subject Site



Neighboring Full 3-Story Property with Roof Observation Deck, anticipated Height 35 Feet



Interior of Site

Zoning

The subject property is located within the Crystal Beach Neighborhood land use designation, as governed by the City of Destin.

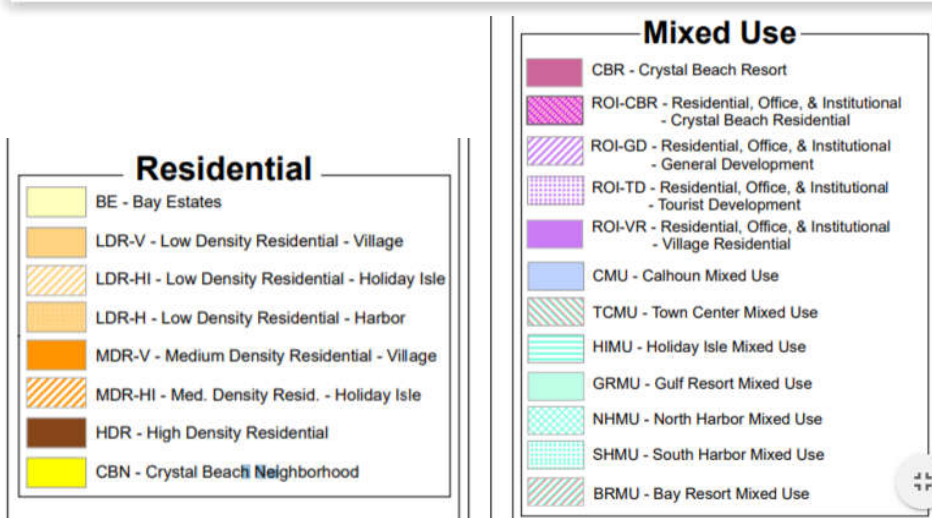
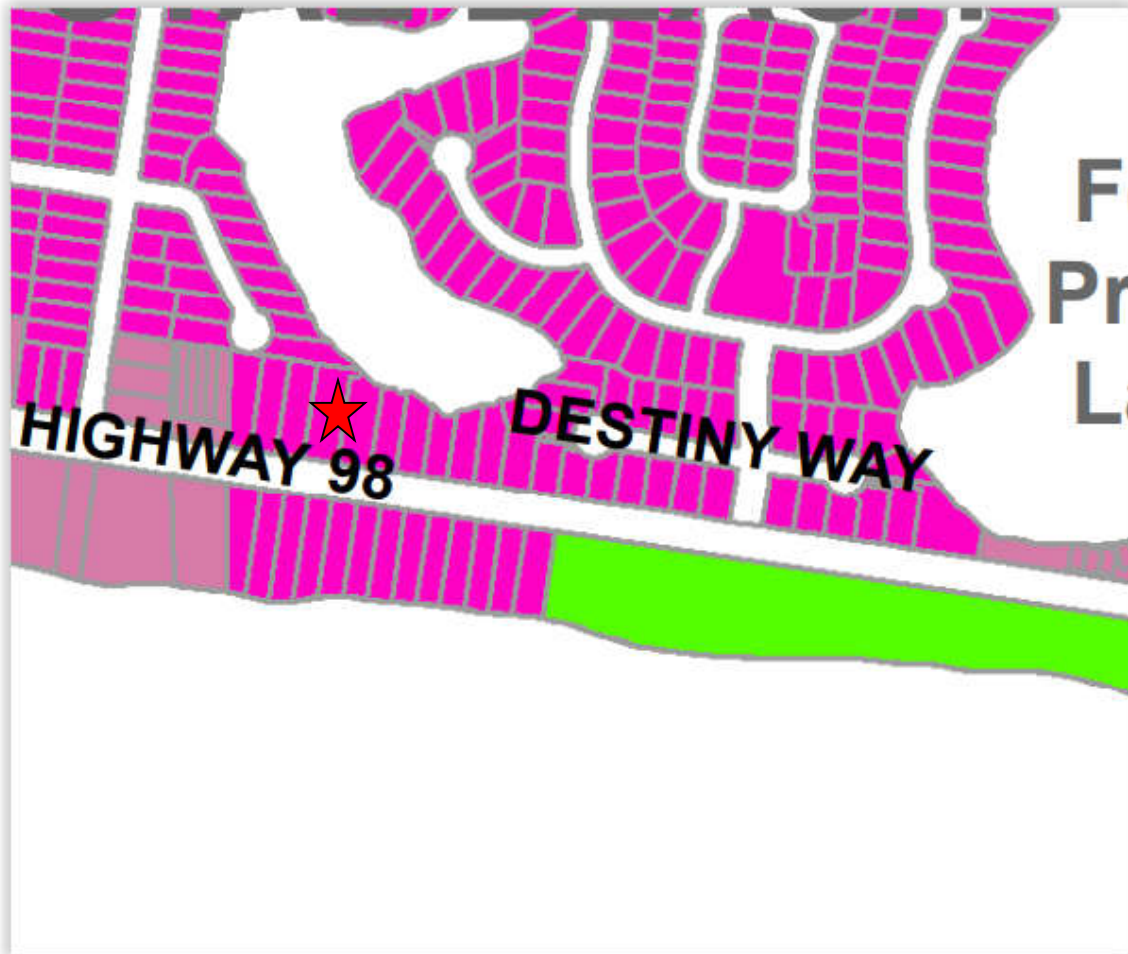
Use of the subject for various residential, short term seasonal rental, guest house and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a resort residential property for either owner occupancy or seasonal rental is considered legal, conforming.

It is noted that prior to implementation of Ordinance 17-22-PC the maximum allowable building height was 35 feet. After implementation of Ordinance 17-22-PC the maximum allowable building height is 30 feet. This is the basis of the 'Before' and 'After' value scenarios in this report.

	Community Development Department Planning Division 4200 Indian Bayou Trail, Destin, FL 32541 Phone (850) 337-3123 • Fax (850) 837-7949 www.cityofdestin.com/index.aspx?nid=91	ZONING DISTRICT FACTSHEET												
The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)														
CRYSTAL BEACH NEIGHBORHOOD (CBN)														
Purpose and intent: The Crystal Beach Neighborhood zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent or seasonal single-family detached or multi-family attached residential dwelling units. Very limited supportive non-residential uses are allowed and are strictly limited to: places of worship, parks, playgrounds, community buildings and similar public service facilities serving the residents of the area, childcare centers and other ancillary neighborhood commercial uses which are approved as part of a planned unit development (PUD) for the exclusive use of the residents of the PUD. It is the intent of the CBN zoning district to specifically not allow the following uses to be located in the district: commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations.														
Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)														
PERMITTED USES:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Permanent or long-term residential uses</td> </tr> <tr><td>Single-family detached dwelling</td></tr> <tr><td>Guest house⁽¹⁾</td></tr> <tr><td>Accessory dwelling</td></tr> <tr><td>Single room occupancy housing</td></tr> <tr><td>Museums, historical sites, zoos & parks⁽¹⁰⁾</td></tr> <tr><td>Religious organizations</td></tr> <tr> <td style="text-align: center;">Seasonal or short-term residential uses</td> </tr> <tr><td>Single-family detached dwelling</td></tr> <tr> <td style="text-align: center;">Other residential uses</td> </tr> <tr><td>Community residential home, small (1-6)</td></tr> <tr><td>Family day care home</td></tr> </table>		Permanent or long-term residential uses	Single-family detached dwelling	Guest house ⁽¹⁾	Accessory dwelling	Single room occupancy housing	Museums, historical sites, zoos & parks ⁽¹⁰⁾	Religious organizations	Seasonal or short-term residential uses	Single-family detached dwelling	Other residential uses	Community residential home, small (1-6)	Family day care home
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Community residential home, small (1-6)														
Family day care home														
CONDITIONAL USES:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Other residential uses</td> </tr> <tr><td>Permanent or long-term Multi-family attached dwelling</td></tr> <tr><td>Seasonal or short-term Multi-family attached dwelling</td></tr> <tr><td>Community residential home, large (7-14)</td></tr> <tr><td>Child day care services</td></tr> </table>		Other residential uses	Permanent or long-term Multi-family attached dwelling	Seasonal or short-term Multi-family attached dwelling	Community residential home, large (7-14)	Child day care services							
Other residential uses														
Permanent or long-term Multi-family attached dwelling														
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Child day care services														
ACCESSORY USES:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.</td> </tr> </table>		Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.											
Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.														
Footnotes: 1 Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be rented out separately from the main residence. (refer to LDC section 7.12.04.M). 10 Zoos are only allowed in the Industrial zoning district.														
Supplement 14, thru 16-18-LC, Dec 2016														

Zoning Map



Assessment and Taxes

Tax Structure, Overview

Florida Law requires that the just value of all property be determined each year. The Supreme Court of Florida has declared "just value" to be legally synonymous to "full cash value" and "fair market value." The fair market value of real property is the amount for which it could sell on the open market, and assumes the present use is the highest and best use. The property appraiser analyzes these market transactions annually to determine fair market value as of January 1 of each year.

The property appraiser is responsible for identifying, locating, and fairly valuing all property, both real and personal, within the county for tax purposes. The "market" value of real property is based on the current real estate market, and is determined by market participants. The property appraiser has the legal responsibility to study the transactions of market participants and appraise real property accordingly.

At least once every three years, the county property appraiser or a staff appraiser will visit and inspect each property. Additionally, individual property values may be adjusted between visits in light of sales activity or other factors affecting real estate values in the subject neighborhood. Sales of similar properties are typically used as strong indicators of value in the real estate market.

Each August, the Property Appraiser sends a "Notice of Proposed Taxes," to all property owners to notify them of the taxable value of their property. Taxable value is the assessed value less any exemptions. The TRIM notice also gives information on proposed millage rates and taxes as estimated by community taxing authorities, and when and where these taxing authorities will hold public meetings to discuss tentative budgets to set your millage tax rates.

The property appraiser only assesses all property in the county and is neither a taxing authority nor a tax collector. Three separate government entities, each having unique and distinct roles, determine the tax bill of any property in their jurisdiction.

The following is a summary of the process:

First the property appraiser annually appraises all property in their respective county at the market value as of January 1 each year.

Second, each taxing authority within the county sets their own millage rate based on the amount of tax dollars necessary to fund their annual budget.

Finally, the tax collector takes the amount of taxes due in order to bill and collect all taxes levied within the county.

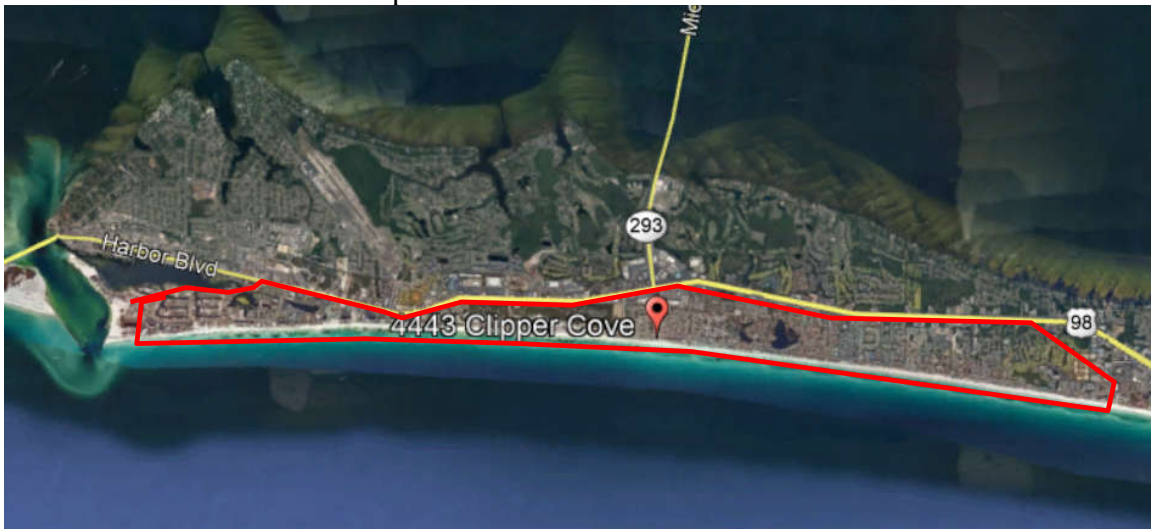
Tax Collector Card

BEN ANDERSON Okaloosa County Tax Collector		2020 Paid Real Estate		Make your payment at OkaloosaTax.com . Echeck is FREE! Notice of Ad Valorem Tax and Non-Ad Valorem Assessments										
ACCOUNT NUMBER 002S22054100000030	ESCROW CD	MILLAGE CD DEDF	ALTERNATE KEY 1002756	PROPERTY ADDRESS 3465 SCENIC HWY 98, DESTIN, 32541										
KIM S BRIAN & HYEWON TRUSTEES 2312 E NOTTINGHAM ST SPRINGFIELD, MO 65804				3465 SCENIC HWY 98 GRAND PALMS S/D LOT 3										
AD VALOREM TAXES														
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED									
OKALOOSA COUNTY BD OF CO COMMS														
CAPITAL OUTLAY	0.0573	342,367	0	342,367	19.62									
GENERAL	3.7422	342,367	0	342,367	1,281.21									
COUNTY PUBLIC HEALTH UNIT	0.0313	342,367	0	342,367	10.71									
SCHOOL LOCAL	2.2480	545,700	0	545,700	1,226.73									
SCHOOL STATE	3.7870	545,700	0	545,700	2,066.57									
NORTHWEST WATER DISTRICT	0.0311	342,367	0	342,367	10.65									
CITY OF DESTIN	1.6150	342,367	0	342,367	552.92									
DESTIN FIRE DISTRICT	1.0000	342,367	0	342,367	342.37									
EXEMPTIONS APPLIED:														
TOTAL MILLAGE		12.5119	AD VALOREM TAXES		\$5,510.78									
Receive future tax bills by email. Visit OkaloosaTax.com and register for BillExpress today!														
QUICKLY AND SECURELY PAY YOUR TAXES ONLINE AT OkaloosaTax.com E-check is FREE! USING YOUR SMARTPHONE CAMERA, SCAN TO PAY ONLINE 			NON-AD VALOREM ASSESSMENTS RECEIVING YOUR FUTURE TAX NOTICES BY EMAIL. SIGN UP FOR: BillExpress™											
IF POSTMARKED BY: PLEASE PAY ONLY ONE AMOUNT Nov 30, 2020 \$0.00			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>LEVYING AUTHORITY</th> <th>RATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">NON-AD VALOREM ASSESSMENTS</td> </tr> <tr> <td colspan="2">COMBINED TAXES AND ASSESSMENTS</td> <td>\$5,510.78</td> </tr> </tbody> </table>			LEVYING AUTHORITY	RATE	AMOUNT	NON-AD VALOREM ASSESSMENTS			COMBINED TAXES AND ASSESSMENTS		\$5,510.78
LEVYING AUTHORITY	RATE	AMOUNT												
NON-AD VALOREM ASSESSMENTS														
COMBINED TAXES AND ASSESSMENTS		\$5,510.78												
RETAIN THIS PORTION FOR YOUR RECORDS AFTER MARCH 31ST, TAXES MUST BE PAID BY CASH, CASHIERS CHECK OR MONEY ORDER. PLEASE MAKE CHECKS PAYABLE TO OCTC. MAIL PAYMENTS TO P.O. BOX 1390, NICEVILLE, FL 32588														
BEN ANDERSON Okaloosa County Tax Collector		2020 Paid Real Estate		Make your payment at OkaloosaTax.com . Echeck is FREE! Notice of Ad Valorem Tax and Non-Ad Valorem Assessments										
ACCOUNT NUMBER 002S22054100000030	PROPERTY ADDRESS 3465 SCENIC HWY 98, DESTIN, 32541													
ALTERNATE KEY 1002756	PRIOR TO MARCH 31ST TAXES CAN BE PAID WITH CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK.													
PAY ONLINE OkaloosaTax.com PAY BY MAIL P.O. BOX 1390 Niceville, FL 32588			PAY ONLY ONE AMOUNT ☐ Nov 30, 2020 \$0.00 ☐ ☐ ☐ ☐											
RETURN WITH PRESENT 3465 SCENIC HWY 98 DESTIN 32541														
KIM S BRIAN & HYEWON TRUSTEES 2312 E NOTTINGHAM ST SPRINGFIELD, MO 65804														
Paid	11/28/2020	Receipt #	97-20009349	Check	\$5,290.35									

ANALYSIS OF DATA AND OPINIONS OF THE APPRAISERS

Market Area Summary / Neighborhood Information

The subject property is located in the Destin-Miramar Beach market area, which is bounded by the Destin Harbor / East Pass to the West, US Highway 98 and the waters of the Destin Harbor to the North, the Gulf of Mexico to the South and the intersection of US Highway 98 / Scenic Gulf Drive to the East. The approximate neighborhood boundaries are outlined in the photo below.



This is a resort area driven primarily by proximity to area beaches and resort activities. The predominant property type in the area is of second home and seasonal vacation properties with fewer full-time residents than seasonal occupants.

Many second home and resort area property owners rent their properties on a seasonal basis to either offset costs of ownership or in the pursuit of income generation potential, and the seasonal income attributed to a property is often a significant factor contemplated by purchasers in the market when evaluating a purchase decision.

We have witnessed a trend for increased rental demand of larger resort residences which can accommodate larger groups for family reunions, large family vacations, etc.

This has led to the construction of larger and larger seasonal resort rental homes to serve this need. These larger properties often witness more robust demand and income generation potential than smaller properties with less sleeping capacity where vacationing groups would otherwise be required to split between several locations.

In summary, the subject is sited directly in an area that is geared toward seasonal rental operations, be it solely for the purpose of income generation potential or as an offset to the costs of personal use. While the subject is not planned for seasonal rental, the ability to rent a property seasonally remains a significant motivator for market participants and weighs heavily in their buy-sell decision making process. A restriction that negatively impacts the size of an improvement and its associated ability to seasonally rent a resort property is estimated to have a significant negative impact on the value of this asset class.

Highest and Best Use

The definition of “highest and best use” is presented unabridged in the definitions section of this report. However, in brief, highest and best use refers to the reasonably probable and legal use of vacant land or an improved property, which is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value, i.e. maximally productive.³

Objective analysis and interpretation of market data leads to an informed opinion of that use. However, the estimate of highest and best use should not be interpreted as a provable fact. A typical highest and best analysis evaluation process and pertinent questions which aid in the elimination of possible alternatives are presented below.

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions? What are the land use controls that will govern the site? Uses that are *legally permissible* are those allowed under current or likely zoning and those that could meet building codes. In addition, local communities may have restrictions on public utility loads, traffic creation, access restrictions, and so on, all of which must be considered when selecting legally permissible uses
2. **Physically Possible Use.** To what use is the site physically adaptable? What is an appropriate improvement given architectural / engineer study? Unless prohibited by soil or subsoil problems or land size constraints, it is *physically possible* to place most potential improvements on the site. Usually this test, if performed first or second, will not significantly reduce the number of potential uses.
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site? Should the land be developed, and if so, what kind of improvement should be built? If an improvement should be constructed, what is the type and characteristics of an ideal improvement? Uses that are considered economically or financially feasible are those that potentially would logically produce net operating income and net resale price levels high enough to adequately support construction of the potential improvement and provide the investor with a reasonable profit. Implicit to this analysis is that riskier projects require higher profit levels to induce potential developers to undertake the burden of coordination of land, labor and capital.
4. **Maximally Productive Use.** The final test is to determine of the financially feasible options, which of these would result in the highest land value or values as

³ The Appraisal of Real Estate, Twelfth Edition

improved. Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)? If there are existing improvements on the property should they be maintained in their current state or should they be altered to more closely resemble the ideal improvement?

Although these criteria are generally evaluated sequentially, the resulting conclusion of highest and best use should be identical regardless of the order of application of the above tests.

Implied within this definition is that the estimation of the highest and best use for a particular property results from the appraisers' judgment and analytical skill with respect to the market for that particular property.

However, the highest and best use of a specific parcel of land is not just a matter of subjective opinion; rather, highest and best use is indicated by supply and demand forces within the market where the property is located, availability of capital, supply of alternative investments, need for additional products or services within a community, and other factors.

Highest and Best Use ‘As Complete’/‘As Is’

The highest and best use ‘As Complete’/‘As Is’ recognizes among all reasonable, alternative uses, the use that yields the highest present land value after payments are made for labor, capital, and entrepreneurial coordination.⁴

We have evaluated the most probable uses for the subject property, ‘As Complete’/‘As Is’, given the current market for resort residential property and recent development activity in the subject market area.

Legally Permissible

The subject property is located within the Crystal Beach Neighborhood land use designation, as governed by the City of Destin. Use of the subject for various residential, short term seasonal rental, guest house and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a resort residential property is legally permissible.

Physically Possible

The subject property is generally level, well-drained, and at or level with the existing road grade of Scenic Highway 98 and is scheduled to feature sufficient parking and site improvements to operate in the designed capacity as a resort residential property.

The subject is planned to be improved with a well-constructed gulf view resort residential property configured to provide multiple bedrooms, bathrooms, a heated in ground pool, kitchens, and living areas, etc. The subject has been specifically configured for occupancy as a resort residential property, and features all necessary components for operation as intended, although restricted in size by Ordinance 17-22-PC.

Therefore, use of the subject as a resort residential property is physically possible.

Financially Feasible

Demand for resort residential properties in the subject market area has improved in the previous 24-48 month period, with a number of increased transactions. Most market participants would describe the market for similar properties as robust.

As described in the market analysis section of this report, the predominant property type in the market area is of second home and seasonal vacation properties with an increased demand for larger and larger improvements, as a direct result of the high value of the underlying lands.

⁴ The Appraisal Of Real Estate, Twelfth Edition

Many property owners rent their properties on a seasonal basis to offset costs of ownership or for income generation potential, and the income a property can generate is often a significant factor contemplated by purchasers in the market. This can be done with or without the assistance of a professional property manager.

We have witnessed a trend for increased rental demand of resort residences which can accommodate larger groups for family reunions, large family vacations, etc. This has led to the construction and renovation of seasonal resort rental homes to serve this need.

Reference the subject, the size of the improvement is being limited by the adopted ordinance 17-22-PC and associated maximum building height. As legal occupancy is tied to the number of bedrooms, a restriction in size corresponds to limit potential rental occupancy and associated financial feasibility.

Additionally, limited size of improvement results in a constrained sale price as buyers often evaluate purchases based on the size of the improvements.

The recently-implemented City of Destin Ordinance 17-22-CC serves to reduce livable area of the improvement by approximately 2,502 SF, or -35.39%.

This no doubt will impact the functional utility to the owner, potential future sale price, and future income generation potential of the property if desired to be utilized in a rental capacity. These reductions translate directly to a reduction in the market value of the underlying site.

Therefore, use of the subject as a resort property is considered to be financially feasible. However, it is noted that the reduction in permissible living area by Ordinance 17-22-CC is estimated to impact the market value of the subject property negatively as well as the market value of the underlying site.

Maximally Productive Given the legally permissible, physically possible, and financially feasible uses of the subject property we are of the opinion that the maximally productive use of the subject property 'As Complete' is for the planned use as a resort property with full utilization of the maximum living area.

This use will certainly bring the highest net return to the land. While operation in a reduced living area capacity (as dictated by City of Destin Ordinance 17-22-CC) is still possible, the impact to the market value is significant, as the living area of the improvement has now been reduced by -35.39% based on HVAC living area in the before and after conditions. This results in a reduced financial benefit of ownership and negative impact to market value of the prospective improved property and underlying land.

Valuation Methodology - Overview

The appraisal analysis is based on analytical techniques that may encompass anticipation of costs to be incurred, and benefits to be derived in the future; however, the subject is appraised as described in this report, including only those assumptions also described in this report.

This appraisal analysis has been conducted, and the appraisal report was prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value.¹ Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Land Valuation Methodology

Land Valuation is generally a component of the Cost Approach in appraisal of an improved property. In most appraisal analyses, separate land valuation is conducted utilizing the Sales Comparison Approach.

Cost Approach Methodology

The cost approach is a reliable methodology for new, nearly new or special-use buildings. In the cost approach, value is estimated as the current cost of reproducing or replacing the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate entrepreneurial incentive or profit), and then deducting the loss in value from depreciation due to physical, functional, and external sources.⁵

The depreciated replacement or reproduction cost of the improvements is then added to the value of the site resulting in a value indication of the fee simple interest in the property.

The Cost Approach is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Entrepreneurial Incentive} \\ + \text{Land Value} \\ \hline = \text{Value} \end{array}$$

⁵ The Appraisal of Real Estate, Twelfth Edition

Sales Comparison Approach Methodology

The sales comparison approach is premised on the "Principle of Substitution" which indicates an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property possessing the same or similar utility.

This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is most reliable in an active market or if an opinion of value is related to properties for which there are comparable sales available- and heavy emphasis is generally placed on this sales comparison approach when these market conditions are present.

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Income Approach Methodology

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and/or a discounting process.

The income approach is recognized as a reliable approach for estimating the value of "income producing" property to an investor. The income approach consists of methods, techniques, and mathematical procedures that an appraiser utilizes to analyze a property's capacity to generate income and convert income into an indication of present value either by capitalizing the current income at a market capitalization rate, or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the actions of the market, and the income approach is most applicable when the probable buyer would be an investor or prospective owner occupant. Two techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Final Reconciliation Process

In the appraisal process for improved property, typically more than one approach to value is applied, resulting in two or more value indications that must be evaluated for relevancy, applicability and reliability, and a final point value or range of value is chosen.

Resolving the differences among various value indications is called reconciliation.⁶

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied to arrive at a single estimate or range of market value opinions. Different properties require different means of analysis and lend themselves to one

⁶ The Appraisal of Real Estate, Twelfth Edition

approach over the others. As such, in the reconciliation appropriate weight is given to the most applicable and/or reliable indications of value to arrive at a conclusion.

Reconciliation is not a mathematical process. Rather, at this point in the valuation process the appraiser must reevaluate all pertinent data in the analysis for appropriateness, accuracy, and quality of evidence.

The appraiser then weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the approach that is most appropriate to the nature of the appraisal problem.

Valuation Methodology Utilized in this Assignment

Valuation Analyses

Purpose of Assignment:

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 17-22-PC.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of the subject property to 30 Feet. Prior to the implementation of this Ordinance, the legal maximum building height was 35 feet. Therefore, as a result of the ordinance, the maximum building height / roof line height has been reduced by 5 feet, or approximately -14.28%. This reduction translates directly to a reduction in value to the underlying land.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 17-22-PC, which was promulgated on April 2, 2018.

Land Valuation:

An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits building height and therefore associated building area. As the cost to construct improvements bears little correlation to what a market participant will pay for a completed and occupiable improvement, the cost approach was not considered necessary to derivation of a credible value opinion and was not applied.

Sales Comparison Approach: The improved sales comparison approach was utilized in this appraisal assignment in both the 'Before Ordinance' and 'After Ordinance' scenarios for the subject 'As Complete'. The difference in construction cost will be deducted from the differences in 'As Complete' market value in order to isolate the diminution in value to the subject site as a result of the lesser allowed building size by virtue of the Ordinance-imposed height reduction.

Income Approach: The income approach was not applied in this appraisal. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits the building height and therefore the associated size of the improvement which can be constructed on the site. As such, the income approach was not considered necessary to derivation of a credible value opinion and was not applied.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. Integral to the sales comparison approach are the principals of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and, where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

The Sales Comparison Approach was employed to derive an opinion of the market value of the subject 'As Complete' condition as of the valuation date.

Ideally, the subject property would be compared to sales of similar resort residential properties in the subject market area, which are of the same approximate size, location, utility, and quality as the subject property.

Sales were discovered which were similar to the subject property in these respects, but are not necessarily exactly identical to the subject property.

Unit of Comparison

Typically, comparable sales are reduced to a unit of comparison. The unit of comparison represents the unit which is consistently used in the market to derive pricing decisions.

Analysis of sales throughout the subject market area indicate many possible units of comparison; however, the predominant unit of comparison utilized by market participants when purchasing property similar to the subject is price per residential property which is generally evaluated on a price per SF of living area basis.

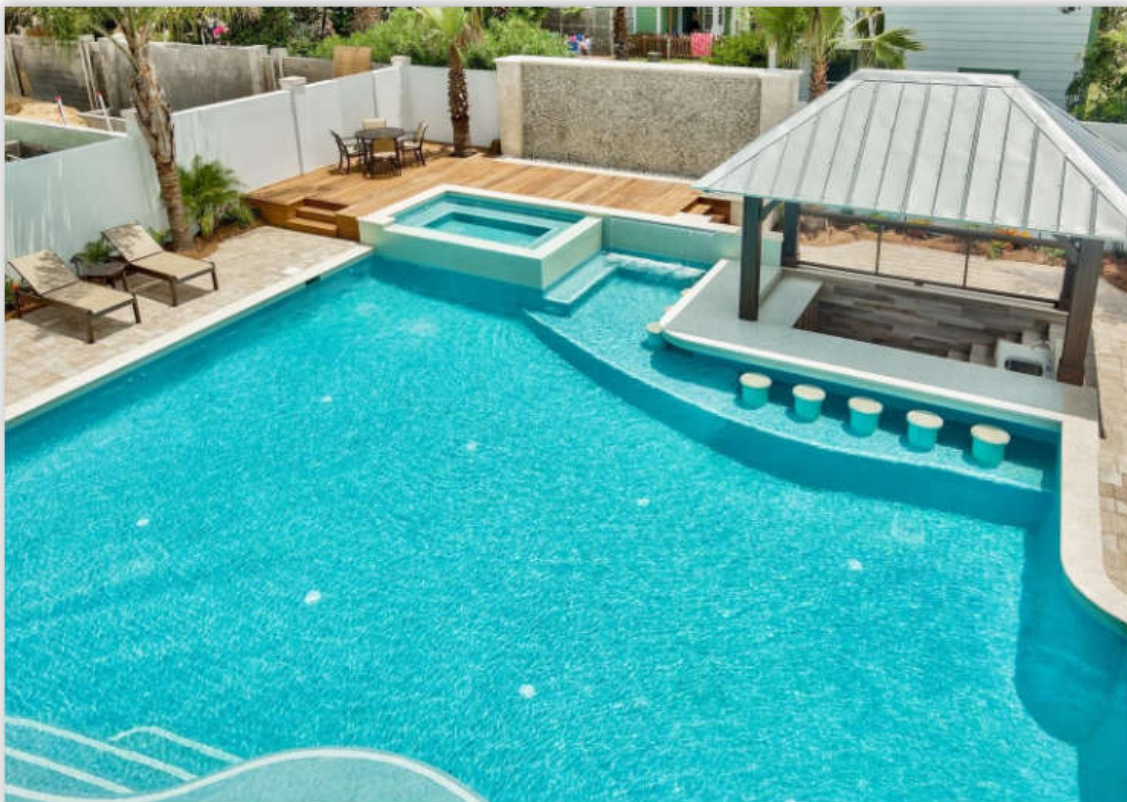
Comparable Sales

The market in which the subject property competes has been investigated, and the following sales extracted which are considered comparable to the subject resort residential property in the 'Before' and 'After' ordinance conditions.

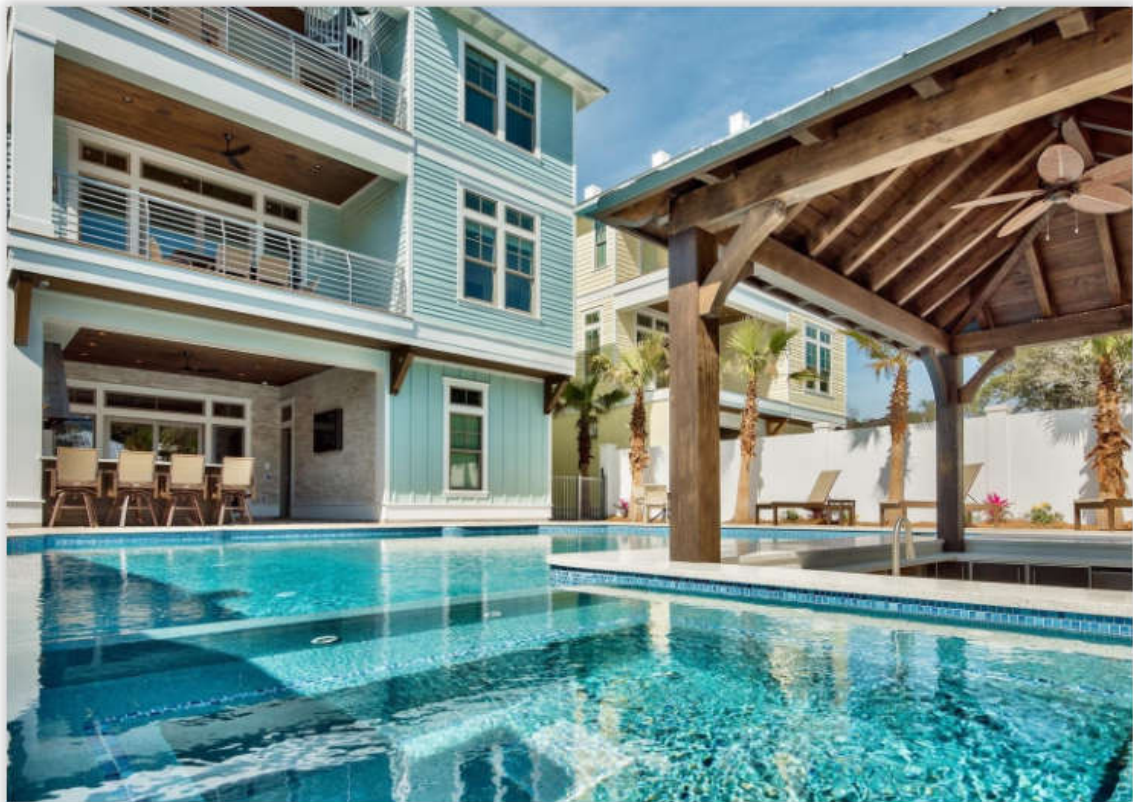
On the following pages we present the comparable sale photographs as well as the comparison grid and a reconciliation of market value for the subject home in both the 'before' and 'after' conditions.



Comparable 1 – Closed Sale – 71 Dolphin Street, Destin, FL
MLS 775188

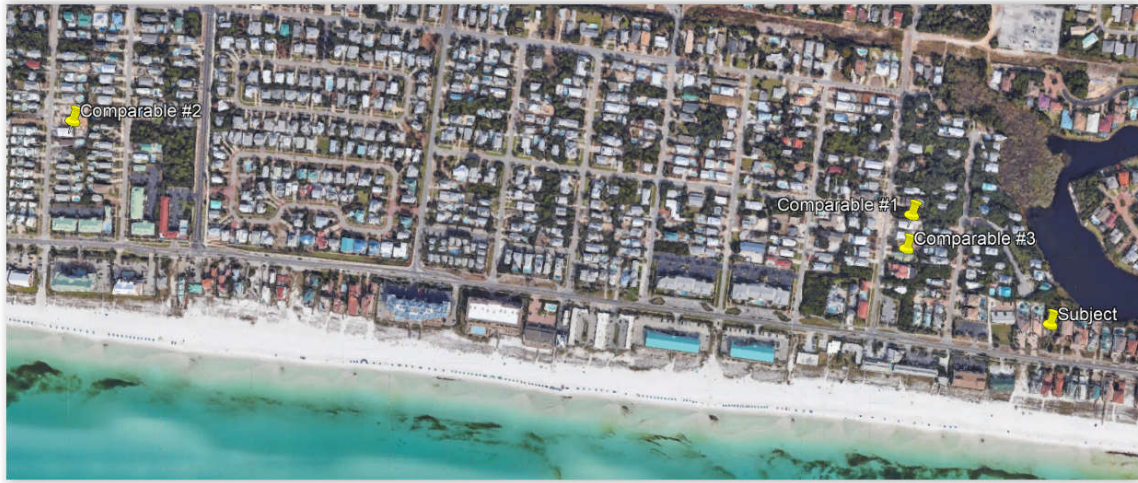


Comparable 2 – Closed Sale – 87 Shirah Street, Destin, FL
MLS 779896



Comparable #4 – Closed Sale – 69 Dolphin Street
MLS 769866

Improved Comparable Sales Map



Analysis Grid, Improved Comparable Sales

Elements of Comparison

The following ten basic elements of comparison should be considered in sales comparison analysis:

- 1.) Real property rights conveyed: fee simple, leased fee, leasehold, fractional interest, etc.
- 2.) Financing terms: Cash, cash equivalent, seller financing, financing concessions by seller, etc.
- 3.) Conditions of Sale: Seller concessions, personal property included in sale, parties related, etc.
- 4.) Expenditures made immediately upon purchase: deferred maintenance repairs, rehabilitation, renovation, upgrades.
- 5.) Market Conditions: Appreciation, depreciation, stagnation in real estate prices since the time of sale.
- 6.) Location: corner, major traffic artery, city/county, interior lot, etc.
- 7.) Physical characteristics: Size, topography, access to utilities, construction quality, condition, etc.
- 8.) Economic characteristics: rents, operating expenses, vacancy rates, lease provisions, management competence, etc.
- 9.) Use: zoning, future land use, building codes, government control, etc.
- 10.) Non-realty components of value: furniture, fixtures, and equipment.

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

COMPARABLE SALE GRID “BEFORE” CONDITION

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3465 Scenic Highway 98	71 Dolphin Street, Destin, FL		87 Shirah Street, Destin, FL		69 Dolphin Street, Destin, FL	
Proximity to Subject							
Sales Price	N/A		\$ 2,850,000		\$ 3,000,000		\$ 2,750,000
Sale Price Per SF of GLA			\$ 554.69		\$ 525.85		\$ 525.01
Data Source(s)	Inspection, Plans	Public Records, MLS 775188		Public Records, MLS 779896		Public Records, MLS 769866	
ITEM	DESCRIPTION	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.
Date of Sale/Time Adj.	4/2/2018	7/18/2017		9/14/2017		6/27/2017	
Location	Good	Good		Good		Good	
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Good	Good		Good		Good	
View	Gulf View	Interior	\$100,000	Interior	\$100,000	Interior	\$100,000
Design (Style)	Good	Good		Good		Good	
Quality of Construction	Good	Good		Good		Good	
Actual Age	2018	2017	\$28,500	2017	\$30,000	2016	\$55,000
Condition	Good	Good		Good		Good	
Size (Before Condition)	7,069	5,138	\$482,750	5,705	\$341,000	5,238	\$457,750
Bedrooms/Baths	9 Bed / 9 Full and 2 Half Bath	8 Bed / 8 Full Bath / 1 Half Bath	\$15,000	8 Bed / 8 Full Bath / 1 Half Bath	\$15,000	8 Bed / 8 Full Bath / 1 Half Bath	\$15,000
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	CHA	CHA		CHA		CHA	
Energy Efficient Items	Good	Similar		Similar		Similar	
Garage/Carport	2 Car Garage/Driveway	2 Car Garage / Driveway		2 Car Garage / Driveway		2 Car Garage / Driveway	
Amenities	Pool	Pool		Pool		Pool	
Sales or Financing	Cash or Equiv.	Cash or Equiv.		Cash or Equiv.		Cash or Equiv.	
Concessions	NA	Typical	\$0	Typical		Typical	
Net Adj. (Total)		+ -	\$ 626,250	+ -	\$ 486,000	+ -	\$ 627,750
Indicated Value of Subject		Net 21.97%	\$ 3,476,250	Net 16.20%	\$ 3,486,000	Net 22.83%	\$ 3,377,750

COMPARABLE SALE GRID “AFTER” CONDITION

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3465 Scenic Highway 98	71 Dolphin Street, Destin, FL		87 Shirah Street, Destin, FL		69 Dolphin Street, Destin, FL	
Proximity to Subject							
Sales Price	N/A		\$ 2,850,000		\$ 3,000,000		\$ 2,750,000
Sale Price Per SF of GLA			\$ 554.69		\$ 525.85		\$ 525.01
Data Source(s)	Inspection, Plans	Public Records, MLS 775188		Public Records, MLS 779896		Public Records, MLS 769866	
ITEM	DESCRIPTION	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.	DESCRIPTION	± \$ Adjust.
Date of Sale/Time Adj.	4/2/2018	7/18/2017		9/14/2017		6/27/2017	
Location	Good	Good		Good		Good	
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Good	Good		Good		Good	
View	Gulf View	Interior	\$100,000	Interior	\$100,000	Interior	\$100,000
Design (Style)	Good	Good		Good		Good	
Quality of Construction	Good	Good		Good		Good	
Actual Age	2018	2017	\$28,500	2017	\$30,000	2016	\$55,000
Condition	Good	Good		Good		Good	
Size (Before Condition)	4,567	5,138	-\$142,750	5,705	-\$284,500	5,238	-\$167,750
Bedrooms/Baths	4 Bed / 4 Full and 2 Half Bath	8 Bed / 8 Full Bath / 1 Half Bath	-\$35,000	8 Bed / 8 Full Bath / 1 Half Bath	-\$35,000	8 Bed / 8 Full Bath / 1 Half Bath	-\$35,000
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	CHA	CHA		CHA		CHA	
Energy Efficient Items	Good	Similar		Similar		Similar	
Garage/Carport	2 Car Garage/Driveway	2 Car Garage / Driveway		2 Car Garage / Driveway		2 Car Garage / Driveway	
Amenities	Pool	Pool		Pool		Pool	
Sales or Financing	Cash or Equiv.	Cash or Equiv.		Cash or Equiv.		Cash or Equiv.	
Concessions	NA	Typical	\$0	Typical		Typical	
Net Adj. (Total)		+ -	\$ (49,250)	+ -	\$ (189,500)	+ -	\$ (47,750)
Indicated Value of Subject		Net -1.73%	\$ 2,800,750	Net -6.32%	\$ 2,810,500	Net -1.74%	\$ 2,702,250

Sales Comparison Approach Conclusion

The quantity and quality of data is sufficiently reliable to derive a reasonable and sufficiently supported indication of value in both the before and after conditions as we employed 3 closed sales of similar resort residential homes from the subject market area.

We consider the quantity and quality of 3 comparable sales to be adequate to render a credible opinion of value for the subject 'As Complete' in the 'before' and 'after' conditions.

Reference the "Before" valuation, the subject represents a 7,069 SF Living Area improvement with the room for at least 9 Bedrooms and 9 full and 2 half Bathrooms based on the floor plans provided.

The range of value for the comparable sales in the before condition was between \$3,377,750 and \$3,486,000 with an average of \$3,446,667. I would consider all three comparables to be good indicators of value for the subject and give them all equal weight.

All comparables are considered credible and reliable alternatives to the subject. Based on the above comparables and analysis, we choose to reconcile to a ***rounded opinion of value for the subject in the 'before' condition of \$3,450,000 'As Complete'.***

Reference the "After" valuation, the subject represents a 4,567 SF Living Area improvement with 4 Bedrooms and 4 full and 2 half Bathrooms based on the floor plans provided.

The range of value for the comparable sales in the after condition was between \$2,702,250 and \$2,810,500 with an average of \$2,771,167. I would consider all three comparables to be good indicators of value for the subject and give them all equal weight.

All comparables are considered credible and reliable alternatives to the subject. Based on the above comparables and analysis, we choose to reconcile to a ***rounded opinion of value for the subject in the 'before' condition of \$2,775,000 'As Complete'.***

Conclusion of Diminution in Value

The Diminution in Value is represented by the difference between the 'before' and 'after' value conclusions, or in this case the difference between \$3,450,000 and \$2,775,000 or \$675,000 less the construction cost the difference in building area to arrive at the impact in value to the underlying land, or the land residual.

The promulgation of Ordinance 17-22-PC reduced the allowable living area which could be constructed on the site by 2,502 SF. Retrospective to the date of valuation, we consider that this additional square footage could be constructed at the cost of \$175 per SF, thereby totaling \$435,000, rounded.

Deducting the cost of construction of the larger building area of \$435,000 from the difference in 'As Complete' market value in the before and after conditions of \$675,000 results in a diminution in value to the subject site as a result of Ordinance 17-22-PC of \$240,000.

Two Hundred Forty Thousand Dollars
\$240,000

Certification

The appraiser has no present or prospective interest in the subject property of this appraisal and no personal interest of bias with respect to the parties involved in this appraisal. I have the appropriate education and experience to conduct this appraisal.

The appraiser will not divulge the analytical findings or conclusions to anyone other than the client or designee, except as may be required by the Appraisal Institute or by a court of law with power of subpoena.

I certify, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property which is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.

***Certification
(Continued)***

- The signatory appraiser has not performed any services, as an appraiser or in any other capacity, regarding the subject property within the 3 years prior to acceptance of this appraisal assignment.

This appraisal has been conducted, and the appraisal report prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA, 12 U.S.C. 3331 et seq.). This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

No person other than the undersigned made a significant professional contribution to the research and analysis in this appraisal unless specifically noted above.

Respectfully Submitted,

EquiValue Appraisal, LLC

A handwritten signature in blue ink, appearing to read 'Jason P. Shirey', with a stylized flourish extending to the right.

Jason P. Shirey, MAI, CCIM
Cert Gen RZ3186

Limiting Conditions and Assumptions

1. Unless otherwise noted in the body of the report, we assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions that would adversely affect marketability or value. We are not aware of any title defects nor were we advised of any unless such is specifically noted in the report. We did not examine a title report and make no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title were not reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject property's title should be sought from a qualified title company that issues or insures title to real property.
2. We assume that improvements are constructed or will be constructed according to approved architectural plans and specifications and in conformance with recommendations contained in or based upon any soils report(s).
3. Unless otherwise noted in the body of this report, we assumed: that any existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that it or they will withstand any known elements such as windstorm, hurricane, tornado, flooding, earthquake, or similar natural occurrences; and, that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. We are not engineers and are not competent to judge matters of an engineering nature. We did not retain independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, make no representations relative to the condition of improvements. Unless otherwise noted in the body of this report no problems were brought to our attention by ownership or management. We were not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of the building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if engineering consultants report negative findings, we reserve the right to amend the appraisal conclusions reported herein.
4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the appraisal. Any existing or proposed improvements, on- or off-site, as well as any alterations or repairs considered, are assumed to be completed

- in a workmanlike manner according to standard practices based upon information submitted. This report may be subject to amendment upon re-inspection of the subject property subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.
5. We assume that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise noted in the appraisal report. We have no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, we reserve the right to amend our conclusions if errors are revealed. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify us of any questions or errors.
 6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economics or market factors affecting the subject.
 7. We assume no private deed restrictions, limiting the use of the subject property in any way.
 8. Unless otherwise noted in the body of the report, we assume that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated we also assumed that there are no air or development rights of value that may be transferred.
 9. We are not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.
 10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.
 11. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the

- properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.
12. Unless otherwise noted in the body of this report, we assume that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.
 13. This study may not be duplicated in whole or in part without our written consent, nor may this report or copies hereof be transmitted to third parties without said consent. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without our written consent. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a “sale” or “offer for sale” of any “security”, as such terms are defined and used in this Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. We shall have no accountability or responsibility to any such third party.
 14. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
 15. Any distribution of the total valuation in this report between land and improvement applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
 16. The maps, plats, sketches, graphs, photographs, and exhibits included in this report are for illustration purposes only and are to be used only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or areas of the subject and comparable properties was obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.
 17. No opinion is intended to be expressed on matters that may require legal expertise or specialized investigation or knowledge beyond that which is customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patters, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis was provided to us unless otherwise stated within the body of this report. If we were not supplied with a

- termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. We assume no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
18. Acceptance and/or use of this report constitutes full acceptance of the Assumptions and Limiting Conditions and extraordinary assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned assumptions and limiting conditions. We assume no responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.
 19. We assume that the subject property will be under prudent and competent management and ownership; neither inefficient nor super-efficient.
 20. We assume that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal reports.
 21. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed correct. It is further assumed that no encroachments to the realty exists.
 22. All value opinions expressed herein are as of the date of value. In some cases, facts or opinions are expressed in the present tense. All opinions are expressed as of the date of value, unless specifically noted.
 23. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, we did not perform a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, the fact could have a negative effect on the value estimated herein. Since we have no specific information relating to this issue, nor are we qualified to make such an assessment, the effect of any possible non-compliance was not considered in estimating the value of the subject property.
 24. The value estimate rendered in this report is predicated on the assumption that there is no hazardous material on or in the property that would cause a loss of value. We were not provided with an Environmental Assessment Report. Further, we are not qualified to determine the existence or extent of environmental hazards. If there are any concerns pertaining to environmental hazards for this property, we recommend that a qualified engineer perform an assessment.

ADDENDA

Parcel Map



Property Appraiser Card


Okaloosa County Property Appraiser
Log In

Layers
Map
Search
Sales Search
Sales List
Condo List
Results
Report
Sales Results
Property Type Search
Property Type Results
More

Parcel Summary

Parcel ID: 00-25-22-0541-0000-0030
Location Address: 3465 SCENIC HWY 98
DESTIN 32541
Neighborhood: DESTIN-CB (222101.00)
Brief Tax Description*: GRAND PALMS S/D LOT 3
*The Description above is not to be used on legal documents.
Property Use Code: VACANT (000000)
Sec/Twp/Rng: 00-25-22
Tax District: Destin (District 10)
Millage Rate: 12.5119
Acreage: 0.000
Homestead: N
Acreage (GIS): 0.31
Fire District: N/A
[View Map](#)

Owner Information

Primary Owner:
Kim S Brian & Hyewon Trustees
2312 E Nottingham St
Springfield, MO 65804

Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values	2016 Certified Values
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$545,700	\$545,700	\$535,000	\$257,225	\$252,181
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$545,700	\$545,700	\$535,000	\$257,225	\$252,181
Assessed Value	\$342,367	\$311,243	\$282,948	\$257,225	\$252,181
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$342,367	\$311,243	\$282,948	\$257,225	\$252,181
Cap Diff/Portability Amount	\$203,333	\$234,457	\$252,052	\$0	\$0

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2020 TRIM Notice

[Click Here to view the 2020 TRIM Notice \(PDF\)](#)

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000100	SFR	1.00	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	08/23/2011	\$260,000	SW	3008	1094	Unqualified (U)	Vacant	WHITNEY NATIONAL BANK	S BRIAN KIM TRUST & HYEWON KIM TRUST
N	08/23/2011	\$0	SW	3001	4638	Unqualified (U)	Vacant	WHITNEY NATIONAL BANK	S BRIAN KIM TRUST & HYEWON KIM TRUST
N	06/01/2011	\$503,900	WD	2989	1932	Unqualified (U)	Vacant	GULF COAST HOLDINGS LLC	WHITNEY NATIONAL BANK
N	05/19/2005	\$1,000,000	WD	2630	154	Qualified (Q)	Vacant	ATHENS NICHOLAS R & TINA M	GULF COAST HOLDINGS CO LLC
N	03/05/2003	\$222,500	WD	2420	3083	Qualified (Q)	Vacant	CORNERSTONE FAMILY INVESTMENTS LLC	ATHENS NICHOLAS R & TINA M
N	11/19/2002	\$750,000	WD	2397	2549	Unqualified (U)	Vacant	FOWLER JOAN B	CORNERSTONE FAMILY INVESTMENTS LLC
N	11/01/1994	\$416,500	WD	1878	1216	Unqualified (U)	Vacant		FOWLER JOAN BERRYMAN
N	11/01/1994	\$416,500	WD	1878	1216	Unqualified (U)	Vacant		FOWLER JOAN BERRYMAN

Warranty Deed

FILE # 2738713 RCD: 11/02/2011 @ 03:52 PM, BK: 3008 PG: 1094 RECORDING:
\$6.00 RECORDING ARTICLE V: \$4.00 DEED DOCSTAMPS \$1820.00 DEPUTY CLERK
PDUNN DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

FILE # 2729816 RCD: 09/20/2011 @ 01:29 PM, BK: 3001 PG: 4638 RECORDING:
\$6.00 RECORDING ARTICLE V: \$4.00 DEED DOCSTAMPS \$0.70 DEPUTY CLERK PDUNN
DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

** corrective Deed To correct sales price to \$260,000.00*

Prepared by and return to:
Surety Lender Services, LLC
4393 Commons Dr. E. Unit 108
Destin, FL 32541
File Number: 34260FL-03

(Space Above This Line For Recording Data)

Special Warranty Deed

This Special Warranty Deed made this 23rd day of August, 2011, between Whitney National Bank, a National Banking Association whose post office address is 218 St. Charles Avenue, New Orleans, LA 70162, grantor, and S. Brian Kim, Trustee of the S. Brian Kim Trust and Hyewon Kim, Trustee of the Hyewon Kim Trust whose post office address is 2312 E Nottingham St, Springfield, MO 65804, grantees:

(Wherever used herein the terms grantor and grantees include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees's heirs and assigns forever, the following described land, situate, lying and being in the Okaloosa County, Florida, to-wit:

Lot 3, Grand Palms, according to the Plat thereof as recorded in Plat Book 15, Page 38.

Tax ID# 08-28-23-0541-0000-0030

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

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

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Brian Williams

Witness Name: Richard Barnebeck

State of Louisiana

County of Orleans

The foregoing instrument was acknowledged before me this 23 day of August, 2011, by Stephan P. Nelly as VP of WHITNEY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, on behalf of the Corporation, the (s) is personally known to me or (s) has produced _____ as identification.

Whitney National Bank, a National Banking Association
By: [Signature]
Its: _____

[Signature]
Notary Public

Printed Name: **THERESE M. DUPRE**
NOTARY PUBLIC
Parish of Jefferson, State of Louisiana
Notary No. 61087
My Commission is for Life

(Special Warranty Deed - Page 1)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

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

FROM: Rey Bailey, City Clerk

DATE: November 30, 2021

SUBJECT: 2. Bert Harris Claim - 3486 Scenic Hwy 98

I. BACKGROUND: On May 20, 2021, Gary Troop and Patricia Brown, through their attorney, Stephen Tatum, Esq., submitted a pre-suit notice of Bert Harris claim to the City.

II. DISCUSSION: The claim, which is attached to this agenda item staff report, alleged that the City of Destin inordinately burdened the Mr. Troop's and Ms. Brown's reasonable investment backed expectations for construction of their home at 3486 Scenic Highway 98 by enacting Ordinances limiting the height of single-family homes in the Crystal Beach Neighborhood zoning district to 30 feet. Prior to enactment of the City's ordinances, the allowable building height in the Crystal Beach Neighborhood zoning district was 35 feet. Mr. Troop and Ms. Brown demand \$550,000, plus attorneys fees and costs, which they claim represents the diminution in value to their property by virtue of this five foot loss in height.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: The City Council may consider a monetary settlement offer, or approval of the additional 5 feet or less on the property as a settlement offer. In the alternative, the City Council may take no action. If a settlement offer is not accepted by the property owner, the property owner may file suit. The Land Use Attorney is available to further discuss this matter.

IV. RECOMMENDED MOTION:

Attachments:

1. SKM_C360i21113007530

DANA C. MATTHEWS

MICHAEL A. JONES

KENNETH M. BORICK
Of Counsel

Also admitted in Georgia and South Carolina

DANA C. "D.C." MATTHEWS II

SAMUEL B. TAYLOR



INSIGHT | INTEGRITY | INNOVATION

DANIEL C. O'ROURKE
Florida Supreme Court Certified
Civil and Family Mediator

CHRISTA P. DIVINEY
Board Certified Criminal Trial Lawyer
Also admitted in Alabama

LAURA PENTEL-KLANG

C. STEPHEN TATUM

DAWN E. STUNTZ
Also admitted in Mississippi

REPLY TO DESTIN

STATUM@DESTINLAW.COM

May 20, 2021

VIA HAND DELIVERY

Mayor Gary Jarvis
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
gjarvis@cityofdestin.com

Dear Mayor Jarvis:

Our firm represents Gary Troop and Patricia Brown, the owners of the property located at 3486 Scenic Highway 98, Destin, Florida, also identified as Lot 1 of Destiny Shores, according to the plat thereof recorded at Plat Book 14, Page 52, of the Public Records of Okaloosa County, Florida.

Due to the enactment of City of Destin Ordinances 17-22-PC and 20-02-LC, which limits the height of single-family homes in the Crystal Beach Neighborhood zoning district to thirty (30) feet, Mr. Troop and Mrs. Brown's reasonable investment-backed expectations for construction of their home on the above referenced property have been inordinately burdened, as defined in the "Bert J. Harris, Jr., Private Property Rights Protections Act", Chapter 70, Florida Statutes ("Harris Act"). Mr. Troop and Mrs. Brown hereby submit this letter along with the enclosed EquiValue Appraisal, LLC property appraisal dated May 19, 2021, as a claim under the Harris Act against the City of Destin for Five Hundred Fifty Thousand Dollars (\$550,000) which represents the diminution in value to their property.

Pursuant to the provisions of the Harris Act, Mr. Troop and Mrs. Brown hereby demand payment in the amount of Five Hundred Fifty Thousand Dollars (\$550,000), plus attorneys fees and costs.

If no resolution is reached during the statutorily prescribed waiting period, Mr. Troop and Mrs. Brown intend to file suit pursuant to this claim and pursue any other legal remedies for the actions that gave rise to this claim. Mr. Troop and Mrs. Brown explicitly

DESTIN 4475 LEGENDARY DRIVE DESTIN, FL 32541 850.837.3662 PHONE 850.654.1634 FAX

NICEVILLE 323 E. JOHN SIMS PARKWAY NICEVILLE, FL 32578 850.729.7440 PHONE 850.729.7871 FAX

SANTA ROSA BEACH 2930 W. COUNTY HWY 30A, STE 202 SANTA ROSA BEACH, FL 32459 850.682.6211 PHONE 850.622.0898 FAX

DESTINLAW.COM

reserve the right to bring any and all legal challenges, appeals and objections with respect to the above cited ordinances.

Sincerely,

A handwritten signature in blue ink, reading "C. Stephen Tatum". The signature is fluid and cursive, with the first name "C." and last name "Tatum" clearly legible.

C. Stephen Tatum
Matthews & Jones, LLP
Attorney for Gary Troop and Patricia Brown

Enclosure

cc: Lance Johnson, City Manager (via email)
Rey Bailey, City Clerk (via email)
Kimberley Romano-Kopp, Esq. (via email)
Client

APPRAISAL REPORT



**PROPERTY: AN APPROXIMATE 0.32-ACRE GULF FRONT SITE
WHICH IS SLATED TO BE IMPROVED WITH
A PROPOSED GULF FRONT RESIDENCE WITH ASSOCIATED SITE IMPROVEMENTS INCLUDING A
HEATED POOL, POOL DECK AND PARKING**

XXX SCENIC HIGHWAY 98, DESTIN, OKALOOSA COUNTY, FL

EQUIVALUE
A P P R A I S A L

**EQUIVALUE APPRAISAL, LLC
PROFESSIONAL APPRAISAL AND VALUATION SERVICES
PO Box 5326
DESTIN, FLORIDA 32540
PHONE (850) 424-6119**

Jason P. Shirey, MAI, CCIM, CPM
State-Certified General Real Estate Appraiser, RZ3186 (FL)
Direct Phone (850) 543-5953 (Mobile)
EquiValue Appraisal File No.: 210-118

APPRAISAL REPORT

Of Resort Residential Property

+/-0.32-Acre of Residential-Zoned Land

Slated for Improvement with one resort residential structure,
Containing an aggregate +/-8,669 SF of Heated and Cooled Area in the Before Condition
And Containing an aggregate +/-6,844 SF of Heated and Cooled Area in the After Condition,
Along with Associated Site Improvements Including a Heated Pool and Pool Deck

Location

XXX Scenic Highway 98,
Destin, Okaloosa County, FL
32541

Property Owner

Gary Troop and Patricia Brown

Effective Date

April 2, 2018 (Retrospective)

Report Date

May 19, 2021

Client / Intended User

Gary Troop and Patricia Brown
86 Shirah Street
Destin, FL 32541

Prepared by:

Jason P. Shirey, MAI, CCIM, Cert Gen RZ3186



Phone 850 424 6119 Fax 888 774 4503

EquiValue Appraisal, LLC File #: 210-118

May 19, 2021

Gary Troop and Patricia Brown
86 Shirah Street
Destin, FL 32541



Re: Diminution in Value Appraisal of a Gulf-Front Resort Residential Property, 'As Complete', Before and After Implementation of a Reduction in Allowable Building Height from 35 Feet to 30 Feet, whose postal address is XXX Scenic Highway 98, Destin, Okaloosa County, FL 32541. EquiValue Appraisal File No. 210-118.

Dear Client:

At your request and authorization, we have prepared an appraisal for the above-referenced resort residential property. A copy of the pertinent engagement document has been included in the addenda to this report if applicable.

This letter of transmittal is *not* an appraisal report, but merely serves to transmit the attached appraisal report and convey the final conclusion of value. The accompanying research, analyses and conclusions, and appraisal report following this letter of transmittal has been compiled in accordance with USPAP Standards Rule 2-2(a) for a written appraisal report.

The purpose of this appraisal is to determine if there is a Diminution in Value as result of the adopted City of Destin Ordinance No. 17-22-PC, which reduced the allowable building height for the subject site from 35 feet to 30 feet, and if so, to derive an opinion of the Diminution in Value to the subject property associated with the implementation of said Ordinance.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of the subject property to 30 Feet. Prior to the implementation of this Ordinance, the legal maximum building height was 35 feet. Therefore, as a result of the ordinance, the maximum building height / roof line height has been reduced by 5 feet, or approximately -14.28%.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 17-22-PC, which was promulgated on April 2, 2018.

The values reported are predicated upon market conditions prevailing as of the effective date of the appraisal. In the context of the scope of work, the appraisal is considered to render a credible opinion of value, specific to the client, intended use and intended user.

May 19, 2021

Page 2

The intended use of this appraisal is for internal decision making purposes by the stated Client and their advisors. This appraisal is intended for the use of the client and client's advisors.

We have completed the requisite inspections, research, and analyses necessary to appraise the 100% fee simple interest in the subject property, 'As Complete' as of April 2, 2018, both prior to adoption of Ordinance No. 17-22-PC and after, in order to evaluate the potential Diminution in value.

Please reference the Scope section of this report for information regarding the scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology.

I certify that I have no present or contemplated future interest in the property beyond this opinion of value. The reported value(s) in this appraisal have not been based on a requested minimum valuation, a specific valuation, and have been prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

Your attention is directed to the Limiting Conditions and Assumptions section following the reconciliation and appraisal certification in this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

This appraisal is subject to the following Hypothetical Condition(s):

- None.

This appraisal is subject to the following Extraordinary Assumption(s):

- None.

Our opinion of value was formed based on our experience in the field of real property valuation, as well as the research and analysis set forth in this appraisal.

I am of the opinion that as a result of the implemented City of Destin Ordinance 17-22-PC that the market value of the subject property is negatively impacted.

The implemented Ordinance reduces the maximum building height of an improvement which could be constructed on the subject property, which in-turn limits the size of the subject property improvement, and therefore the subject's gross and HVAC living area and bedroom and bathroom count and associated underlying land value.

May 19, 2021

Page 2

The subject property is the site which is to host a proposed gulf front resort-residential property specifically designed for owner occupancy by the property owner, for full time residential occupancy, and constructed to the owner's specific tastes.

As improvements such as the subject are regularly traded based on overall size of the improvements and associated price per SF of living area, a reduction in living area / gross building area of the subject correlates to a reduction in associated value and reduction in value to the underlying land.

The Dimunition in Value to the subject is represented by the difference between the 'Before' and the 'After' value conclusions less the difference in cost to construct the improvements.

In this case, this is represented by the difference between the opined value of the completed property prior to implementation of the Ordinance (ie. the 'Before Ordinance' value of \$6,000,000) and the value after implementation of the Ordinance (ie. the 'After Ordinance' value of \$5,000,000) or \$1,000,000, less the anticipated difference in construction cost of \$450,000.

Per this calculation, with supporting documentation as to the rationale of these values provided within this report, the opinion of Dimunition in Value to the subject as a result of City of Destin Ordinance 17-22-PC is opined to be \$550,000.

Therefore,

**Dimunition in Market Value
As A Result of Implementation of City of Destin Ordinance 17-22-PC:**

**Five Hundred Fifty Thousand Dollars
(\$550,000)**

The estimated market exposure period necessary for the subject to have achieved these values is estimated to be 9-12 months.

May 19, 2021
Page 2

It was a pleasure assisting you with this matter. If you have any questions concerning the following analysis, or if we can be of further assistance, please do not hesitate to call.

Respectfully submitted,
EquiValue Appraisal, LLC



Jason P. Shirey, MAI, CCIM, CPM
Cert Gen RZ3186

INTRODUCTION

QUALIFICATIONS OF THE APPRAISER



Qualifications of **Jason P. Shirey, MAI, CCIM, MS-RECM**

State-Certified General Real Estate Appraiser No. RZ 3186 (FL)
State-Certified General Contractor No. CGC 062478 (FL)
Licensed Real Estate Broker No. BK 3168469 (FL)

MAI : Designated Member of the Appraisal Institute
Appraisal Institute, Chicago, Illinois.

CCIM : Designated Certified Commercial Investment Member
CCIM Institute, Chicago, Illinois.

M.S. RECM : Master of Science, Real Estate and Construction Management
University of Denver - Denver, Colorado.

B.S. BCN : Bachelor of Science, Building Construction Management
University of Florida – Gainesville, Florida.

Business Affiliations and Work Experience, Past / Present

EquiValue Appraisal and Consulting Services

Principal and Founder; Real Estate Appraiser, Real Estate Broker, Certified General Contractor

Marsh Appraisal Corporation - Real Estate Appraisal and Valuation Services, Fort Walton Beach, Florida

Registered Trainee Appraiser / State Certified Real Estate Appraiser

Plantation Coast Properties, LLC – Fort Walton Beach, Florida

Principal; Real Estate Investments and Property Management

Alcon Associates, Inc. – Commercial General Contractors / Construction Managers; Pensacola, Florida

Florida Division Manager

National Construction Enterprises, LLC – General Contractor / Construction Managers; Savannah, Georgia

Vice President of Operations, Savannah-Hilton Head Division

Acoustics and Specialties, Inc. – General Contractors; Memphis, Tennessee

Senior Estimator / Project Manager of Healthcare Construction

Brasfield and Gorrie General Contractor Inc. – General Contractors and Construction Managers; Orlando, Florida

Construction Estimator / Project Manager

United States Air Force Reserve

Reserve Pilot, Boeing C-17 Globemaster III



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Professional / Continuing Education

Litigation Appraising - Specialized Topics and Applications <i>Appraisal Institute</i>	Income Property Management <i>Institute of Real Estate Management / University of Denver</i>
Uniform Standards of Professional Appraisal Practice 7 Hour Update, <i>Appraisal Institute</i>	Certified Commercial Investment Member Core Concepts <i>CCIM Institute Comprehensive Exam</i>
Advanced Income Capitalization <i>Appraisal Institute</i>	Appraising from Blueprints and Specifications <i>Appraisal Institute</i>
Advanced Sales Comparison Approach and Principles In Highest and Best Use <i>Appraisal Institute</i>	Florida Building Code Update Florida Workplace Safety and OSHA Update <i>Universal Inspection Service</i>
User Decision Analysis for Commercial Real Estate <i>CCIM Institute Course CI-103</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>
Advanced Cost Approach <i>Appraisal Institute</i>	Business Practices and Ethics for Appraisers <i>Appraisal Institute Course #420</i>
Real Estate Taxation, Planning and Consequences <i>University of Denver, Burns School of Real Estate</i>	Basic Income Capitalization <i>Appraisal Institute</i>
Advanced Real Estate Feasibility Analysis <i>Urban Land Institute / University of Denver</i>	Advanced Valuation and Report Writing <i>Appraisal Institute Course #540</i>
Real Estate Securities and Syndications <i>University of Denver, Burns School of Real Estate</i>	Real Estate Investment Finance <i>University of Denver, Burns School of Real Estate</i>
Legal Issues In Real Estate and Construction Management <i>University of Denver, Burns School of Real Estate</i>	Computer Applications for Real Estate Analysis <i>University of Denver, Burns School of Real Estate</i>
Income Property Investment <i>Urban Land Institute / University of Denver</i>	Risk Management and Insurance for Investment Real Estate <i>University of Denver, Burns School of Real Estate</i>
Argus Financial Analysis <i>University of Denver, Burns School of Real Estate</i>	Indoor Air Quality and Mold Contamination Remediation <i>National Association of Mold Professionals, 2004</i>
Residential Real Estate Appraiser Course ABII <i>Ed Klopfer Schools of Real Estate</i>	Real Estate Trainee Appraiser Course ABI <i>Ed Klopfer Schools of Real Estate</i>
Real Estate Salesperson Pre-Licensing Course <i>Ed Klopfer Schools of Real Estate</i>	Uniform Standards of Professional Appraisal Practice 15 Hour Update, <i>Appraisal Institute</i>



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Appraiser Experience - Property Types

Affordable Housing
 Agricultural Land
 Aircraft Hangars
 Antenna Towers
 Apartments
 Automobile Dealerships
 Hotels and Motels
 Bank Buildings
 Bowling Alleys
 Broadcast Facilities
 Campgrounds / Recreational Vehicle Parks
 Car Washes
 Churches
 Coastal Land
 Condominium Units:
 Assemblages, Complexes, Conversions
 Condominium Projects:
 Pre-development, Insurable Replacement Cost
 Convenience Stores
 Day Care Centers
 Development Appraisals
 Distribution Facilities
 Golf Clubs and Country Clubs
 Health Clubs
 High-End Residential
 Hobby Farms
 Home Sites (Lots)
 Home Sites (Land - Large Tracts)
 Hotel - Resorts
 Industrial Land
 Industrial Improvements
 Light Industrial Properties
 Manufacturing Facilities
 Marinas / Docks / Boat Storage Facilities
 Medical Offices
 Mixed Use Developments
 Mobile Home Parks
 Multifamily Land
 Multifamily Developments
 Nurseries
 Office Buildings
 Office Condominiums
 Office-Warehouse Facilities
 Outdoor Signs
 Parking Facilities
 Replacement Cost Appraisals
 Retail Stores (Anchor Tenant / Owner Occupied)
 Retail Strip Centers (Multiple Tenant)
 Restaurants (All types)
 Self-Storage Facilities
 Subdivisions (Commercial)
 Subdivisions (Residential)
 Single Family Residences
 Sustainable Development (Green Buildings)
 Urban Land (Vacant and Interim Use)
 Warehouses
 Yacht Clubs

Previous Client List (Partial)

Access Bank and Mortgage
 Alternative Funding Corporation
 BanCorp South
 Bank of America
 Bank of Bonifay
 Bank of Pensacola
 BankTrust
 Beach Community Bank
 CB Richard Ellis
 CCB Community Bank
 Colonial Bank
 Community Bank
 Compass Bank
 Cotton and Gates
 Crystal Beach Development
 DestinFirst Bank
 First Capital Bank
 First City Bank
 First Gulf Bank
 First National Bank and Trust
 Florida Coastal Mortgage
 Guaranty Federal Bank
 GulfSouth Private Bank
 Jay Odom
 Kevin Helmich, P.A.
 Legendary, Inc.
 LNK Development
 M & F Bank
 People's First Community Bank
 Premier Community Bank
 Regions Bank
 Renasant Bank
 Sunbird Condominium Owner's Association
 Suntrust Bank
 The Plaza Owner's Association
 Tranquil Harbor Owner's Association
 Trustmark National Bank
 Vanguard Bank
 Villas on the Gulf Condominium Owner's Association
 Vision Bank
 Wachovia Bank
 Whitney Bank

Assignment Purposes

Acquisition
 Disposition
 Assessment Appeal
 Development Feasibility
 Estate Planning
 Financing (Institutional and Private)
 Investment Analysis
 Portfolio Analysis
 Marital Dissolution
 Relocation
 Mediation, Arbitration, Dispute Resolution



Jason P. Shirey, MAI, CCIM, MS-RECM (Continued)

Assignment Types	Primary Market Area
Appraisal Review	Okaloosa County
Buyer Brokerage	
Complex Valuation	
Construction Progress / Draw Request Inspection	
Demographic Analysis	
Detrimental Conditions Valuation and Consulting	
Eminent Domain Valuation and Consulting	
Estate Valuation	
Feasibility Studies	
Fee Appraisals Including Full and Fractional Interests	
Foreclosure / REO Appraisal - Assessment	Walton County
Highest and Best Use Analysis	
Insurance	
Litigation Support	
Market Studies	
Portfolio Valuation and Analysis	
Relocation Appraisal	
Rent Analysis / Studies	
Retrospective Valuation	
Site Location Services	Santa Rosa County
Valuation and Consultation for Financial Reporting	
	Bay County

Destin
Fort Walton Beach
Crestview
Mary Esther
Niceville
Bluewater Bay

Miramar Beach
Panama City Beach
Rosemary Beach
Santa Rosa Beach
Blue Mountain Beach
Freeport
Defuniak Springs
Inlet Beach
Seacrest Beach

Navarre
Navarre Beach
Gulf Breeze

Panama City
Panama City Beach
Springfield

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Subject Photograph(s)

Additional photographs can be referenced in the Property Description Section of the Appraisal Report.



Aerial Photograph of Site

Summary of Salient Facts and Conclusions

GENERAL	
EquiValue Appraisal File No:	210-118
Subject:	The Site of A Proposed Resort Residential Property located along the south side of Scenic Highway 98, and directly along the northern shoreline of the Gulf of Mexico, having a yet unassigned postal address along Scenic Highway 98 in Destin, Okaloosa County, Florida. The subject site is comprised of +/-0.32 acres of Crystal Beach Neighborhood-zoned land (a residentially-oriented zoning designation) which is slated to be improved with a resort residential structure to maximum allowable building height, along with associated site improvements which include a heated pool, pool deck, and parking. The subject property is to be constructed for owner occupancy. The subject is sited on a lot which is zoned Crystal Beach Neighborhood, which on April 2, 2018 per Ordinance 17-22-PC implemented a reduction in maximum allowable building height from 35 feet to 30 feet. The subject site was purchased by the current owners in 2003 for construction of their dream home, a project that has been in the planning phases since purchase of the property. We were provided with a floor plan for the subject property taking into account the current 30-foot height limitation mandated by the zoning in-place promulgated by Ordinance 17-22-PC. This is the 'after ordinance' condition of the completed subject property in this appraisal.

The configuration of the proposed structure in the ‘after condition’ is designed and outfitted as a high-quality resort residential home, and is feature the following characteristics:

- An open Pool and Pool Deck, Entry, Elevator, Storage and Garage on Level 1, as well as parking for 6 vehicles.
- A Great Room, Covered Lanai, Sitting Room, Dining Room, Mud Room with Dog Wash, Pantry, Bedroom and Full Bath, Second Full Bath on Level 1.
- Master Suite with Master Bath, Mother-In-Law Suite and Three Bedrooms / Three Bathrooms on Level 2.
- Living Area, Balcony, Billards and Workout Dormers with Bathroom on Level 3.

In the ‘After’ condition, the building area of the third level is required to be ‘tucked in’ to the sloped roof area of the subject with dormers provided for windows and associated ceiling height. This is directly the result of the limitation on building height at the 30 foot mark as mandated by Ordinance 17-22-PC.

Prior to implementation of this ordinance, the maximum allowable building height was 35 feet, which would allow for a full size third story on the subject home with minor modification to the ceiling height in the lower levels of the structure.

Therefore, in the before condition, the entire floor area of the second floor could have been replicated on the third level, resulting in an increased overall building HVAC area for the subject improvement.

This reduction in allowable building area translates directly to a reduction in the market value of the underlying land, which now can support less intense structures.

We have included an illustration of the before and after floor plan configurations in the following sections of the report.

Owner: Gary Troop and Patricia Brown
86 Shirah Street
Destin, FL 32541

Legal Description: Destiny Shores S/D Lot 1

Tax Identification: 00-2S-22-0080-0000-0010

Date of Report: May 19, 2021

Date of Value: April 2, 2018

Property Rights Appraised: Fee Simple

Intended Use: The intended use of this appraisal is for internal decision making purposes by the client, and for Bert Harris Act computation of damages.

Intended User(s): The intended user of this report is the property owner, the property owner advisors, courts and local government and regulatory agencies.

Appraisal Purpose: Market Value Opinion in the 'Before Ordinance' and 'After Ordinance' conditions, and subsequent evaluation of Diminution in Value.

2020 Assessed Value: **\$1,437,557**

Despite the intention of the property appraiser to value property at market value on a yearly basis, it is the appraiser's opinion that assessed value has no direct correlation to fair market value in the subject market area. It is noted that as the subject was just recently extensively renovated.

2020 Taxes: **\$17,986.57 (Paid)**

According to the Okaloosa County Tax Collector, taxes for 2020 have been paid in full and no prior year delinquent taxes remain owing.

Sale History:	The subject has been owned by the current owner since 2003 per a review of public records. There have been no other transfers of the subject property in the preceding 3 years.
Current Contracts/Listing:	We were unable to locate any active listing for sale of the subject property in the prior 12 months. We are unaware of any intention by the current owner to market the subject for sale. It is our understanding that the property owner had planned to construct their dream home on the site for owner occupancy, however per changes in the building regulations and maximum building heights per Ordinance 17-22-PC which reduced allowable building heights, the owner is being forced to construct a smaller improvement than previously planned when the lot was purchased / owned for the predominant past.

PROPERTY	
Land Area:	Total: +/-0.32-Acre Usable: +/-0.32-Acre Excess: 0.00 Acres
Zoning/ Future Land Use:	CBN – Crystal Beach Neighborhood by the City of Destin
Highest and Best Use 'As Complete'/'As Is':	Utilizing the subject as a resort-residential property is estimated to be the highest and best use of the subject 'As Is'/'As Complete'. It is noted that height limitations imposed on the subject by virtue of City of Destin Ordinance 17-22-PC, which limits building height of the subject property to a lesser height than that which was previously legally permitted for the subject, reduces associated allowable building area and is anticipated to have a negative impact on the market value of the subject property to the owner.

It is also noted that occupancy limitations imposed on the subject by virtue of City of Destin Ordinance 18-29-CC, which limits occupancy of the subject property based on bedroom count, further magnify this impact, as a larger structure would support more bedrooms, which would legally allow more occupants, again negatively affecting the subject property and its market value to the property owner.

VALUE CONCLUSIONS	
Land Value:	Not Utilized
Cost Approach:	Not Utilized
Improved Sales Comparison Approach:	\$6,000,000 – ‘As Complete’ Before Ordinance 17-22-PC \$5,000,000 – ‘As Complete’ After Ordinance 17-22-PC Less Difference in Construction Cost of Larger Structure (-\$450,000) Equals Diminution in Value of Site ‘As Is’ \$550,000
Income Approach:	Not Utilized \$550,000 – Diminution in Value of Site as a Result of Ordinance 17-22-PC

Appraisal Scope of Work

In accordance with the 2020-2021 Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s).

This process should meet the expectations of parties who are regularly intended users for similar assignments and be consistent with what an appraiser's peers actions would be in performing the same or a similar assignment.

Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

This appraisal is prepared for the Client, Gary Troop and Patricia Brown.

The intended use of this appraisal is for internal decision making purposes by the client, the client's advisors, and for Bert Harris Act computation of damages.

The intended user of this report is the property owner, the property owner's advisors, courts and local government and regulatory agencies.

SCOPE OF WORK

Report Type:	This is a written Appraisal Report, which is intended to comply with the reporting requirements established by Standards Rule 2-2(a) of the 2020-2022 edition of the USPAP for a written Appraisal Report. It presents summary discussions of the data, reasoning, and analyses utilized in the appraisal process to develop the appraiser's opinion of value. Supporting documentation not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. The appraiser is not responsible for the unauthorized use of this report.
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Property Identification:	The subject was identified by the legal description and the assessor's parcel number, and appraiser inspection as well as provided plans for the proposed improvement.
Inspection:	An inspection of the site was made, and photographs were taken.
Market Area and Analysis of Market Conditions:	A complete analysis of market conditions was made. The appraisers physically inspected the micro and/or macro market environments which influence the subject property.
Highest and Best Use Analysis:	A complete analysis of highest and best use for the subject property in 'As Is'/'As Complete' conditions was made.

Valuation Analyses

Land Valuation and Cost Approach:	An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits building height and therefore associated building area. As the cost to construct improvements bears little correlation to what a market participant will pay for a completed and occupiable improvement, the cost approach was not considered necessary to derivation of a credible value opinion and was not applied.
Sales Comparison Approach:	The improved sales comparison approach was utilized in this appraisal assignment in both the 'Before Ordinance' and 'After Ordinance' scenarios for the subject 'As Complete'. The difference in construction cost will be deducted from the differences in 'As Complete' market value in order to isolate the diminution in value to the subject site as a result of the lesser allowed building size by virtue of the Ordinance-imposed height reduction.

Income Approach: The income approach was not applied in this appraisal. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits the building height and therefore the associated size of the improvement which can be constructed on the site. As the subject is not planned for income generating rental purposes, but is rather the “forever home” for owner occupancy by the property owner, the income was not considered necessary to derivation of a credible value opinion and was not applied.

Hypothetical Conditions: None.

Extraordinary Assumptions: None.

Exposure Time (Market Value): Exposure Time may be defined as: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

The estimate of exposure time is presented in consideration of the exposure periods for comparable sales utilized in this appraisal, marketing time information available from nationally published sources including the CB Richard Ellis National Market Survey and the opinions of market participants.

It is estimated that the exposure time necessary for the subject to have achieved the opinion of value is 9-12 months.

Definition of Value, Property Rights Appraised, and Intended Use

Purpose of the Appraisal:

The purpose of an appraisal is the stated reason and scope of the appraisal assignment. It is established by the client, and points to the information that the client needs to answer specific questions pertaining to real property. The purpose of the appraisal establishes the foundation for the final value conclusion, which does not change to accommodate the use of the appraisal.¹

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 17-22-PC.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of any improvement constructed on the site to 30 feet. Prior to the implementation of this Ordinance, the maximum designed building height of the subject property was 35 feet. Therefore, as a result of the ordinance, the maximum building height of the subject has been reduced by 5 feet or approximately -14.28%. This has resulted in a decrease in available living area of the subject from 8,669 SF in the before condition to 6,844 SF in the after condition which translates directly to the underlying site.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 18-29-CC, which was promulgated on April 2, 2018.

Intended Use of the Appraisal and Intended User:

The intended use of an appraisal is the manner in which a client will employ the information contained in the appraisal report. The intended use or function of an appraisal is determined by the client's needs. Because an appraisal may provide a basis for a decision concerning real property, the intended use of the appraisal depends on the decision that the client wishes to make.²

The intended use of this appraisal is for internal decision making purposes by the client, and for Bert Harris Act computation of damages. The intended user of this report is the client / property owner, advisors, courts and local government and regulatory agencies.

Property Rights Appraised

Real property is said to have value as a result of the "bundle of rights" that are inherent to property ownership. Regardless of the type of ownership, the owner of real property is

¹ The Appraisal of Real Estate, Twelfth Edition

² The Appraisal of Real Estate, Twelfth Edition

said to have an interest in that property. The following definitions are for the three most commonly-valuated interests as defined by the Dictionary of Real Estate Appraisal, Fourth Edition.

Fee Simple Interest:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Interest:

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

Leasehold Interest:

The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. See also negative leasehold; positive leasehold.

The subject property is being appraised 'fee simple', taking into account market conditions at the effective date of the report. Given the valuation of the subject in 'As Complete' / 'As Is' condition and the nature of the subject being a resort-residential property which is planned for owner occupancy and not for income generation, fee simple basis is considered to be the appropriate valuation standard.

Date of Value Opinion

Value opinions are presented as of a specific date, taking into account market conditions at that time. The effective date of an appraisal is the date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2020-2021 edition.)

The date of the value opinion can be current, in the past (retrospective), or forecast into the future (prospective).

The following presents definitions regarding the date of the opinion of value, as provided by the text The Appraisal of Real Estate, Twelfth Edition:

Date of Value Opinion:

The date for which an opinion of value is valid.

Current Value:

In accounting, synonymous with market value.

Retrospective Value Opinion:

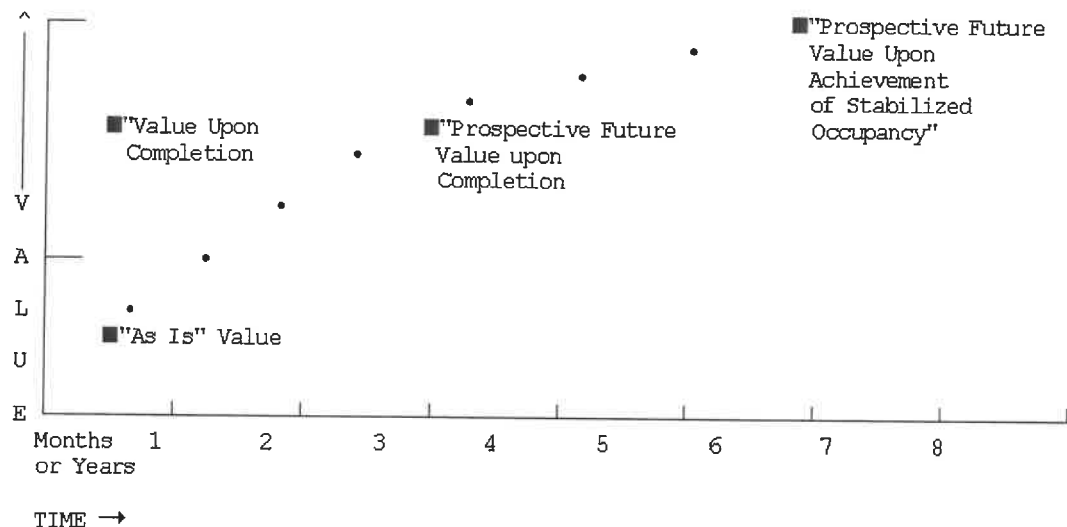
An opinion of value that is likely to have applied as of a specified historic date. A retrospective value opinion is most frequently sought in connection with appraisals for estate tax, condemnation, inheritance tax, and similar purposes.

Prospective Value Opinion:

A forecast of the value expected at a specified future date. A prospective value opinion is most frequently sought in connection with real estate projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written.

In a prospective appraisal, the appraiser analyzes market trends to provide support for forecasted income and expense or sell-out opinions, absorption periods, capitalization rates, and discount rates as of the effective date of the appraisal. This appraisal report was prepared taking into account market conditions present as of the date of the report. The appraiser(s) can not be held responsible for unforeseen events that alter market conditions prior to the effective date of the appraisal.

The following graph presents a graphical depiction of the above-described date of value opinions and their associated position within a potential overall development time scenario.

Value Creation Continuum¹

The preceding exhibit graphically displays the creation of value in a real estate development project over time, assuming a zero inflation environment for clarity of presentation.

1

Code of Federal Regulations, Title 12, as amended by the Federal Home Loan Bank Board.

Basis of the Subject Value Opinion

The four time differential values on the preceding graph which may be considered in the appraisal of proposed developments are defined as follows:

- (1) **"As Is"** means an estimate of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date of appraisal.
- (2) **"Value as Complete" or "Value Upon Completion"** means the market value of a property with all proposed construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.
- (3) **"Prospective Future Value Upon Completion"** means the prospective future value of a property on the date that construction is completed, based upon market conditions forecast to exist as of that completion date.
- (4) **"Prospective Future Value Upon Achievement of Stabilized Occupancy"** means the prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 18-29-CC.

The following are the pertinent dates to the valuation, viewing, and appraisal reporting of the subject property:

Effective Date of Value Opinion: April 2, 2018

Date of Viewing: May 1, 2021

Date of Appraisal Report: May 19, 2021

Date of Photographs: May 1, 2021

Definition of Value

The definition of “Market Value”, as defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows.

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Policy Statement of the Appraisal Institute

It is improper to base a conclusion or opinion of value upon the premise the racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.

Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.

It is improper to base a conclusion or opinion of value, or a conclusion with respect to neighborhood trends, upon stereotyped, biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

FACTUAL DESCRIPTIONS

Property Description

Summary of Site Characteristics and Improvements

SITE	
Information Sources:	Deed, assessment records, inspection, owner
Total Site Size:	+/-0.32-Acre
Usable Site Size:	+/-0.32-Acre
Corner Lot:	The site is not a corner lot.
Visibility:	The subject site benefits from good visibility from Scenic Highway 98, which parallels the northern boundary of the subject property. The subject site is considered to have good visibility for the subject market area.
Shape:	Rectangular. See aerial photograph / property appraiser map for a visual depiction of the site shape and parcel.
Road Frontage/Access:	The subject features direct access from Scenic Highway 98.
Waterfront Proximity:	The subject is located directly along the northern shoreline of the Gulf of Mexico, and offers direct access to the beaches to the south. The subject property is well-positioned as a resort residential property which would take capitalize on its direct beachfront location.
Drainage:	Drainage is planned to be adequate for the subject property. Drainage on the subject site meets current standards for storm water retention. The subject property is considered typical with regard to other similar properties in the subject market area.
Potential For Environmental Contamination:	The appraisers have not observed, nor are qualified to detect, the existence of potentially hazardous material or underground storage tanks which may be present on or near the subject site. The appraisers recommend that an environmental survey be attained to assure the environmental stability of the subject property. This appraisal assumes no subsoil contamination of the subject site.

Utilities:	<i>Electricity:</i> Electricity is provided by Gulf Power, Inc. Standard service capacity exists at the subject property with adequate capacity to service the subject proposed improvements. <i>Sewer:</i> Public sewer is provided and is on site. <i>Water:</i> Public water is provided and is on site. <i>Natural Gas:</i> Natural Gas service is provided and is on site.
Site Improvements:	Site improvements planned for the subject include paved parking area, utilities, landscaping, a heated outdoor swimming pool with pool deck area, and a wooden staircase / walkover providing direct access to the beach.
Landscaping:	The subject is to feature very good quality landscaping with various plantings and grassy areas with irrigation.
Site Utility:	Good
Flood Zone:	The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject property appears to be located in Flood Zone 'VE' (EL 11 Feet) as noted by the following FEMA Map Number: FEMA Map Number: 12091C0493H 12/06/2002
Easements:	We were not provided with a survey for the subject property however were provided a proposed site plan. Our review of the site plan, appropriate maps and public records for the subject property indicated that standard utility easements exist. Our viewing did not indicate that any of these easements would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.
Encroachments:	We were not provided with a survey for the subject property however were provided a proposed site plan. Our review of the site plan, appropriate maps and public records for the subject property did not reveal any encroachments on the subject site. Our viewing did not indicate any encroachments that would adversely affect the value opinion of the subject contained herein. This appraisal assumes no easements, encroachments, or private deed restrictions which would adversely affect the value of the subject property.

In 'As Complete' condition the subject property is to be improved with a high quality resort residential structure which is constructed for owner occupancy of the owner. Per the owner, this is their dream home which they have been planning to build since purchase of the subject lot/site in 2003.

The property is to be an excellent quality residence along with associated site improvements which include a heated pool, pool deck, and parking.

IMPROVEMENTS – AS IS

Summary:	Very good Quality Resort Residence
Architectural Style:	Modern Multi-Story Residential 'Resort Style' Single Family Home
Building Class (Marshall Valuation)	Class C, Insulated Concrete Form
Construction:	Insulated Concrete Form (ICF) and Wood Frame / Stucco Exterior
Quality:	Excellent Quality Resort Residential Dwelling
Actual / Effective Age:	Proposed Construction - New
Condition:	Excellent
Remaining Useful Life:	55 Years
Areas & Ratios:	<u>Main House – After Condition</u> Bedrooms: 6 Baths: 8 Total Gross Building Area: 9,344 Square Feet Total Living/HVAC Building Area: 6,844 Square Feet <u>Main House – Before Condition</u> Bedrooms: 11 Baths: 12 Total Gross Building Area: 12,187 Square Feet Total Living/HVAC Building Area: 8,669 Square Feet Utilizing the same floor plan for the third floor as the second floor, the subject in the before condition could support 11 bedrooms and 12 bathrooms and twice the amount of balconies.

As a result of the implemented City of Destin Ordinance 17-22-PC, the third floor of the subject improvement is forced to be ‘tucked in’ to the roof area of the subject, and can only comprise 1,240 SF in the ‘after condition’

In the ‘before condition’, the third floor of the improvement could feature the same exterior wall area as the second floor of the improvement, which totals 3,055 SF. Therefore, the lost living area by virtue of the implemented ordinance is 3,055-1,240 SF or 1,815 SF.

This lost building area is also important, as per instituted City of Destin Ordinance 18-29-CC, should the improvement be utilized for short-term rental purposes, the maximum number of guests will be calculated at the rate of 2 guests per bedroom based on the Property Appraiser’s residential profile of the property, plus 4 additional guests. Therefore, a reduction in allowable living area translates to a reduction in potential bedrooms, and an associated limit on occupancy. See Excerpts below.

Sec. 13-117. – Maximum occupancy based on site capacity/Grandfathering.

(a) The maximum overnight occupancy of a short-term rental shall be stated in the short-term rental registration form, and shall be limited to the lesser occupancy of the following two options:

i. Two (2) persons for each bedroom, plus four (4) additional persons. The number of bedrooms shall be based upon the Property Appraiser's residential profile of the property, and other documents of record, as needed. In no case shall the maximum total occupancy for any dwelling unit exceed the occupancy limits permitted by the Florida Fire Prevention Code or Florida Building Code.

or

ii. A total of twenty-four (24) persons per short-term rental. In the event that there is more than one building or dwelling on one platted lot, the maximum occupancy shall be capped at twenty-four (24) occupants per lot or structure, whichever is less.

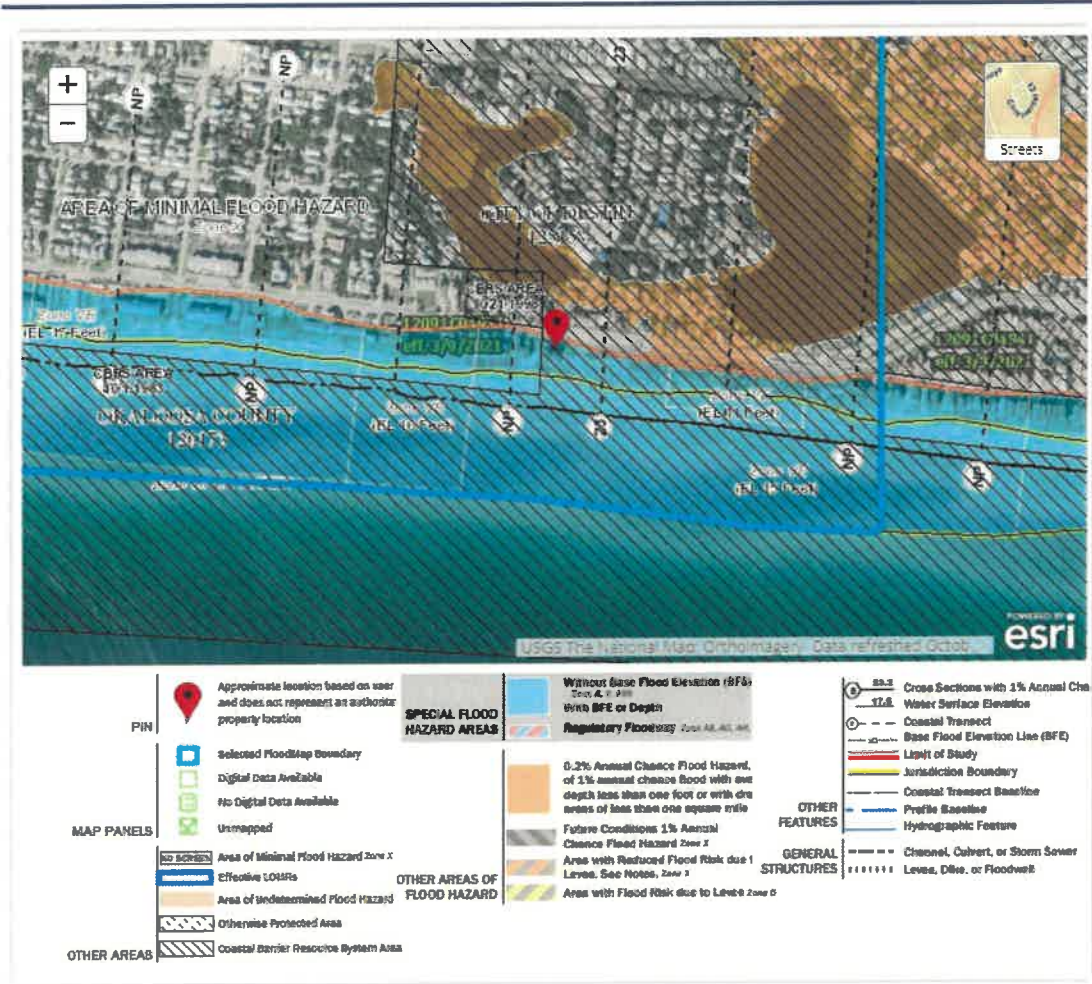
FOUNDATION, FRAME & EXTERIOR	
Foundation:	Piling
Frame:	Insulated Concrete Forms (ICF) and Wood Frame
Exterior:	Stucco
Roof/Cover:	Tile, Sloped

INTERIOR	
Notes Regarding Interior Finish:	Interior finishes to the subject are to be of excellent quality and include, but are not limited to, custom cabinetry, stone or solid surface countertops, custom backsplashes, stainless steel appliances, and very good quality bathroom and kitchen fixtures. Very good quality flooring and appurtenances. The subject features a finish consistent with to superior to most resort residences in the existing Destin / Crystal Beach market.
Interior Finish:	Excellent Quality.
Ceilings & Ceiling Height:	Finished Ceilings throughout
Floor Cover:	Porcelain/Ceramic/Stone tile, Wood. Excellent level of floor finish.
Doors:	Very good Quality and condition solid core / six-panel doors with lever style handles throughout. Glass windows and doors are good quality insulated double pane impact resistant.
Additional Amenities:	The subject property is to have an excellent level of finish with excellent design and outdoor living areas including an outdoor heated swimming pool with pool deck, covered outdoor patios, and 3 rd floor observation deck.
MECHANICAL SYSTEMS	
Heating / Cooling:	Multiple Individual HVAC systems.
Hot Water:	Adequate for property.
Electrical:	Adequate for property.
Plumbing:	Adequate for property.

Regional/Area Maps



Flood Map



Flood Zone Descriptions

“A 100-year flood is a flood that has a 1-percent chance of being equaled or exceeded in any given year. A base flood may also be referred to as a 100-year storm and the area inundated during the base flood is sometimes called the 100-year flood plain.

The term "100-year flood" is misleading. It is not the flood that will occur once every 100 years. Rather, it is the flood elevation that has a 1- percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time. The 100-year flood, which is the standard used by most Federal and state agencies, is used by the National Flood Insurance Program (NFIP) as the standard for floodplain management and to determine the need for flood insurance. A structure located within a special flood hazard area shown on an NFIP map has a 26 percent chance of suffering flood damage during the term of a 30-year mortgage.

Zone AE and A1-A30

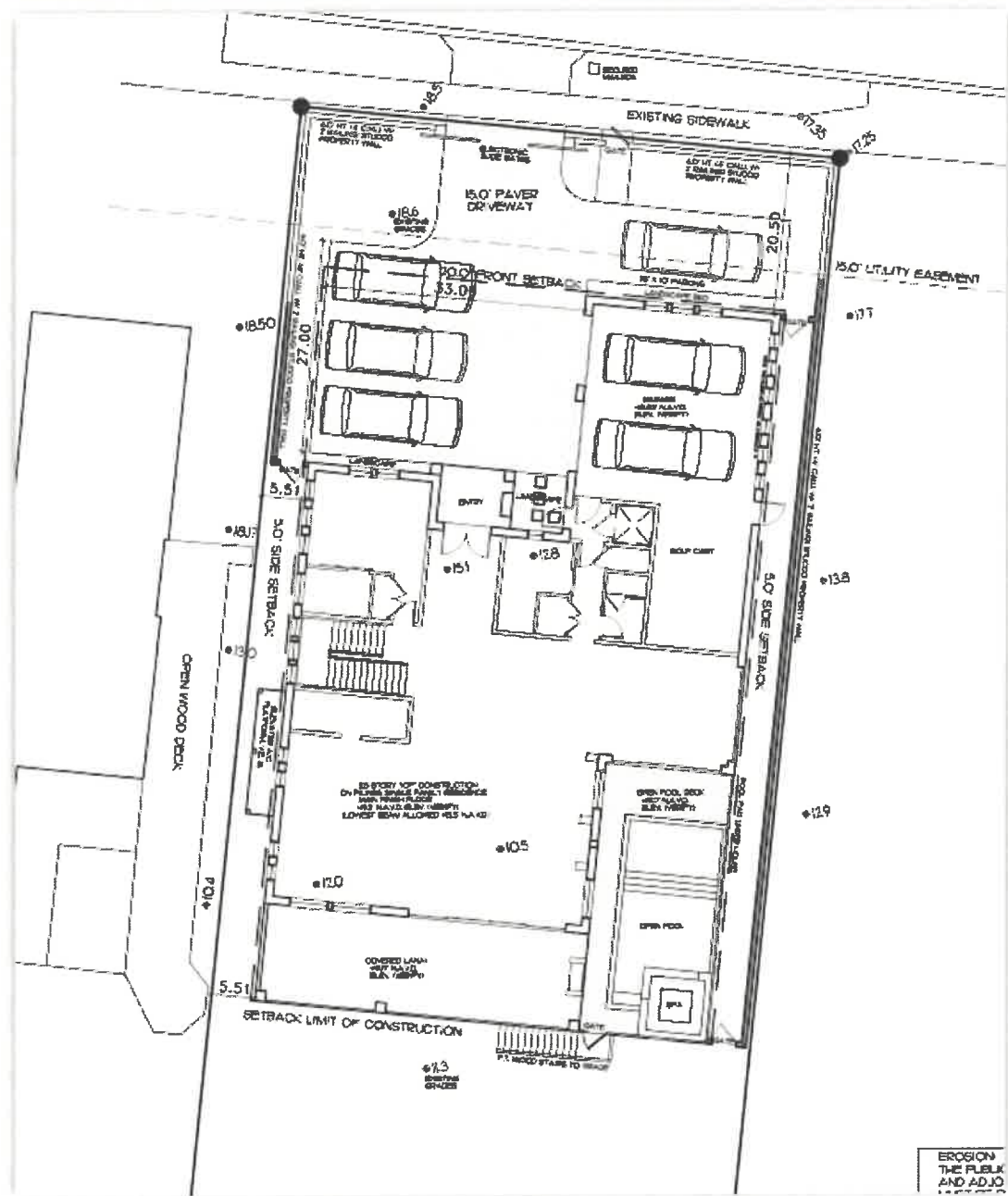
Zones AE and A1-A30 are the flood insurance rate zones that correspond to the 100-year floodplains that are determined in the Flood Insurance Study by detailed methods. In most instances, Base Flood Elevations derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zone VE

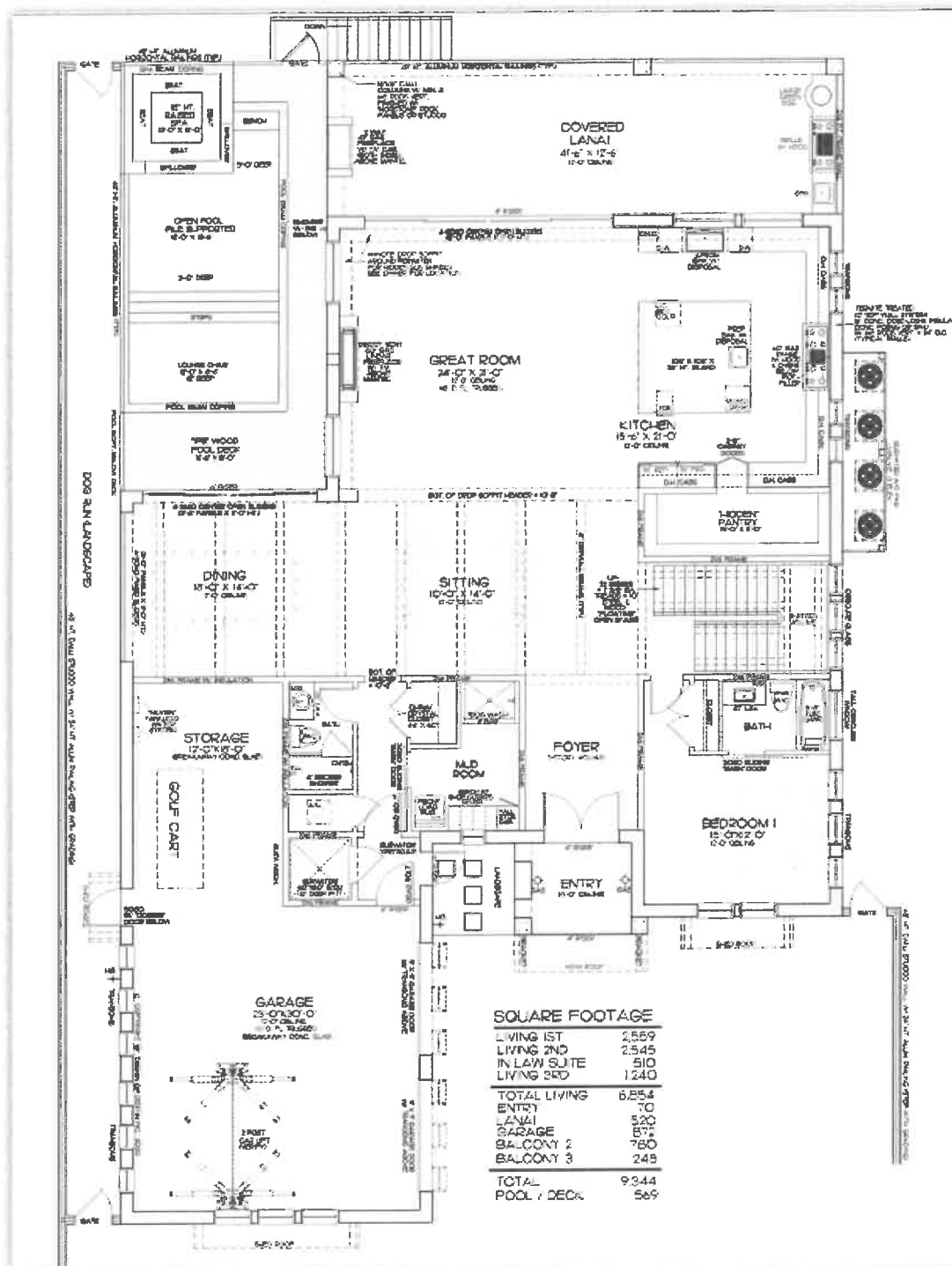
Zone VE is the flood insurance rate zone that corresponds to the 100-year coastal floodplains that have additional hazards associated with storm waves. BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone. Mandatory flood insurance purchase requirements apply.

Zones B, C, and X are the flood insurance rate zones that correspond to areas outside the 100-year floodplains, areas of 100-year sheet flow flooding where average depths are less than 1 foot, areas of 100-year stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 100-year flood by levees. No BFEs or depths are shown within this zone.”

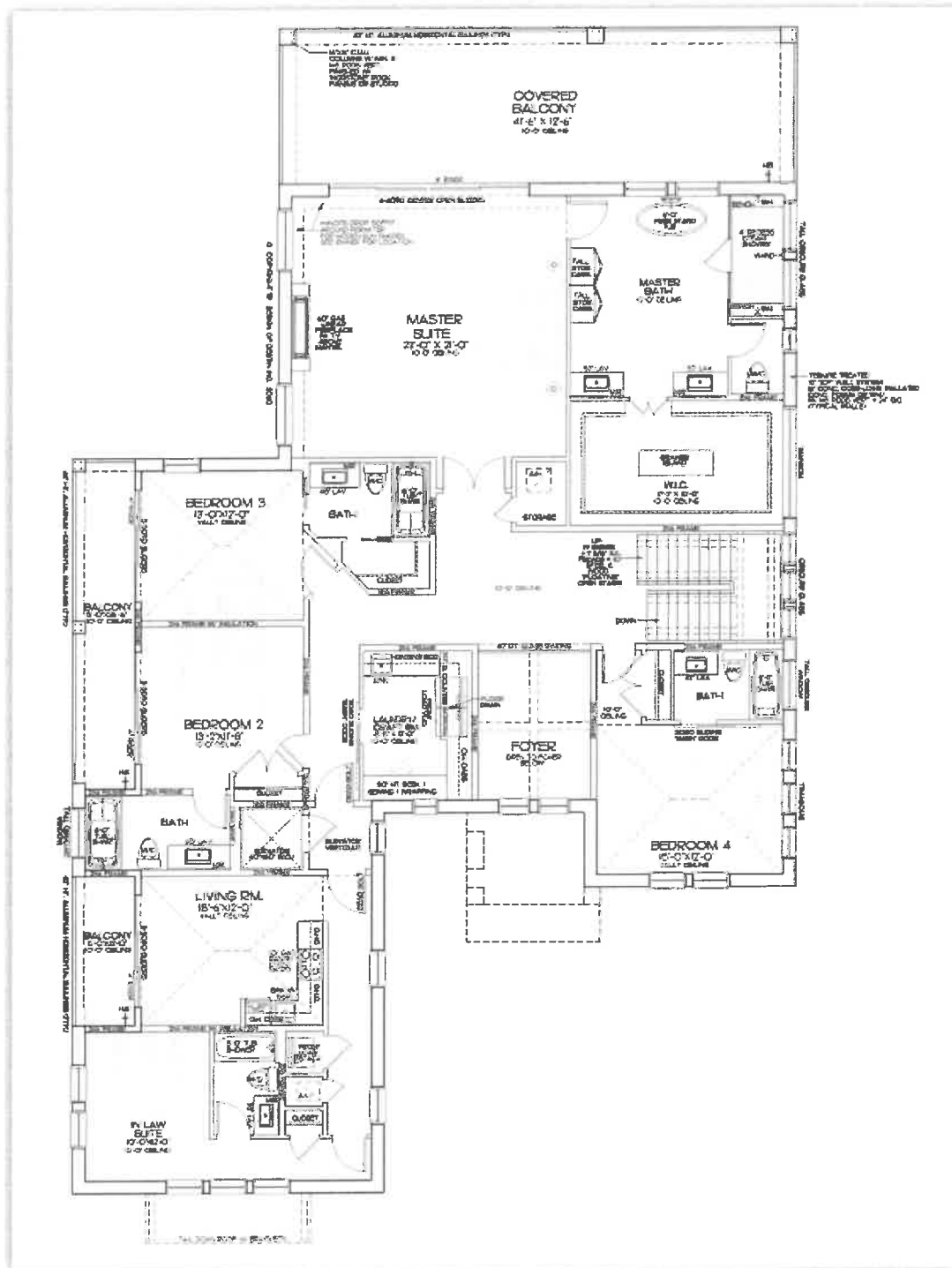
Building Floor Plans



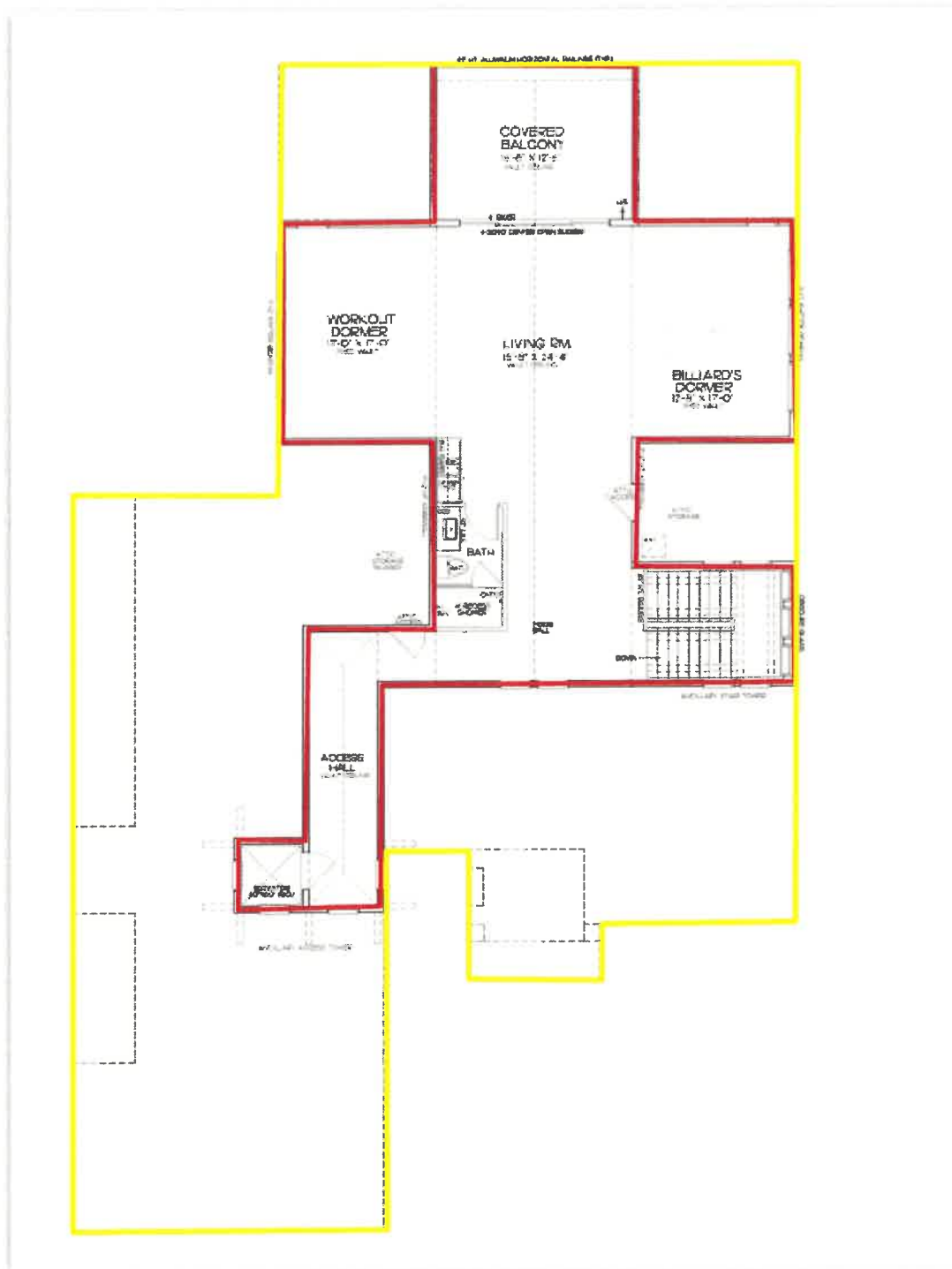
Site Plan



Level 1 Plan – No Change in Before or After Conditions



Level 2 Plan – No Change in Before or After Conditions



Aerial Photograph



Subject property outlined in blue above

Subject Photographs - Site



Scenic Highway 98 Facing West Subject on Left



Scenic Highway 98 Facing East Subject on Right



Subject Site Facing South



Subject Site Facing Southwest



Subject Site Facing South



Subject Site Viewed From East Boundary



Subject Site Viewed From East Boundary



Subject Site Viewed From East Boundary

Zoning

The subject property is located within the Crystal Beach Neighborhood land use designation, as governed by the City of Destin.

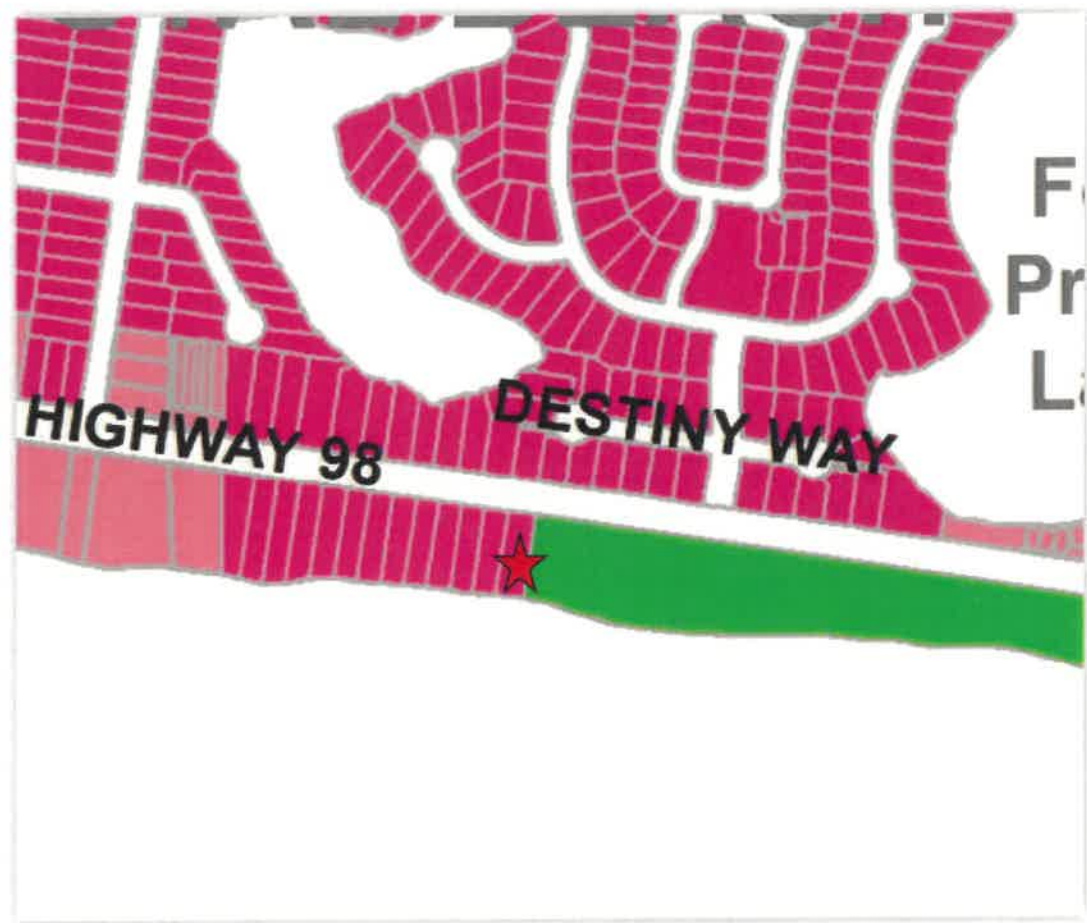
Use of the subject for various residential, short term seasonal rental, guest house and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a resort residential property for either owner occupancy or seasonal rental is considered legal, conforming.

It is noted that prior to implementation of Ordinance 17-22-PC the maximum allowable building height was 35 feet. After implementation of Ordinance 17-22-PC the maximum allowable building height is 30 feet. This is the basis of the 'Before' and 'After' value scenarios in this report.

	Community Development Department Planning Division 4200 Indian Bayou Trail, Destin, FL 32541 Phone (850) 337-3123 • Fax (850) 837-7949 www.cityofdestin.com/index.aspx?nid=91	ZONING DISTRICT FACTSHEET									
The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)											
CRYSTAL BEACH NEIGHBORHOOD (CBN)											
Purpose and intent: The Crystal Beach Neighborhood zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent or seasonal single-family detached or multi-family attached residential dwelling units. Very limited supportive non-residential uses are allowed and are strictly limited to: places of worship, parks, playgrounds, community buildings and similar public service facilities serving the residents of the area, childcare centers and other ancillary neighborhood commercial uses which are approved as part of a planned unit development (PUD) for the exclusive use of the residents of the PUD. It is the intent of the CBN zoning district to specifically not allow the following uses to be located in the district: commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations.											
Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)											
PERMITTED USES:	Permanent or long-term residential uses <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Single family detached dwelling</td></tr> <tr><td>Guest house⁽¹⁾</td></tr> <tr><td>Accessory dwelling</td></tr> <tr><td>Single room occupancy housing</td></tr> <tr><td>Resorts, historical sites, zoos & parks⁽¹⁰⁾</td></tr> <tr><td>Religious organizations</td></tr> </table> Seasonal or short-term residential uses <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Single family detached dwelling</td></tr> </table> Other residential uses <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Community residential homes, small (1-6)</td></tr> <tr><td>Family day care homes</td></tr> </table>		Single family detached dwelling	Guest house ⁽¹⁾	Accessory dwelling	Single room occupancy housing	Resorts, historical sites, zoos & parks ⁽¹⁰⁾	Religious organizations	Single family detached dwelling	Community residential homes, small (1-6)	Family day care homes
Single family detached dwelling											
Guest house ⁽¹⁾											
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Single room occupancy housing											
Resorts, historical sites, zoos & parks ⁽¹⁰⁾											
Religious organizations											
Single family detached dwelling											
Community residential homes, small (1-6)											
Family day care homes											
CONDITIONAL USES:	Other residential uses <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Permanent or long-term multi-family attached dwelling</td></tr> <tr><td>Seasonal or short-term multi-family attached dwelling</td></tr> <tr><td>Community residential homes, large (7-14)</td></tr> <tr><td>Child day care services</td></tr> </table>		Permanent or long-term multi-family attached dwelling	Seasonal or short-term multi-family attached dwelling	Community residential homes, large (7-14)	Child day care services					
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ACCESSORY USES:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses</td></tr> </table>		Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses								
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Footnotes: 1 Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be run out separately from the main residence (refer to LDC section 7.12.04.64). 10 Zoos are only allowed in the Industrial zoning district.											

Zoning Map



Residential		Mixed Use	
	BE - Bay Estates		CBR - Crystal Beach Resort
	LDR-V - Low Density Residential - Village		ROI-CBR - Residential, Office, & Institutional - Crystal Beach Residential
	LDR-HI - Low Density Residential - Holiday Isle		ROI-GD - Residential, Office, & Institutional - General Development
	LDR-H - Low Density Residential - Harbor		ROI-TD - Residential, Office, & Institutional - Tourist Development
	MDR-V - Medium Density Residential - Village		ROI-VR - Residential, Office, & Institutional - Village Residential
	MDR-HI - Med Density Resid - Holiday Isle		CMU - Cellarum Mixed Use
	HDR - High Density Residential		TGMU - Town Center Mixed Use
	CBN - Crystal Beach Neighborhood		HIMU - Holiday Isle Mixed Use
			GRMU - Gulf Resort Mixed Use
			NHIMU - North Harbor Mixed Use
			SHMU - South Harbor Mixed Use
			GRMU - Bay Resort Mixed Use

Assessment and Taxes

Tax Structure, Overview

Florida Law requires that the just value of all property be determined each year. The Supreme Court of Florida has declared "just value" to be legally synonymous to "full cash value" and "fair market value." The fair market value of real property is the amount for which it could sell on the open market, and assumes the present use is the highest and best use. The property appraiser analyzes these market transactions annually to determine fair market value as of January 1 of each year.

The property appraiser is responsible for identifying, locating, and fairly valuing all property, both real and personal, within the county for tax purposes. The "market" value of real property is based on the current real estate market, and is determined by market participants. The property appraiser has the legal responsibility to study the transactions of market participants and appraise real property accordingly.

At least once every three years, the county property appraiser or a staff appraiser will visit and inspect each property. Additionally, individual property values may be adjusted between visits in light of sales activity or other factors affecting real estate values in the subject neighborhood. Sales of similar properties are typically used as strong indicators of value in the real estate market.

Each August, the Property Appraiser sends a "Notice of Proposed Taxes," to all property owners to notify them of the taxable value of their property. Taxable value is the assessed value less any exemptions. The TRIM notice also gives information on proposed millage rates and taxes as estimated by community taxing authorities, and when and where these taxing authorities will hold public meetings to discuss tentative budgets to set your millage tax rates.

The property appraiser only assesses all property in the county and is neither a taxing authority nor a tax collector. Three separate government entities, each having unique and distinct roles, determine the tax bill of any property in their jurisdiction.

The following is a summary of the process:

First the property appraiser annually appraises all property in their respective county at the market value as of January 1 each year.

Second, each taxing authority within the county sets their own millage rate based on the amount of tax dollars necessary to fund their annual budget.

Finally, the tax collector takes the amount of taxes due in order to bill and collect all taxes levied within the county.

Tax Collector Card

BEN ANDERSON 2020 Paid Real Estate
Okaloosa County Tax Collector

Make your payment at OkaloosaTax.com. Echeck is **FREE!**
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

ACCOUNT NUMBER	ESCROW CD	MILLAGE CD	ALTERNATE KEY	PROPERTY ADDRESS
002S2200800000010		DED	1001164	SCENIC HWY 98, DESTIN, 32541

TROOP GARY & BROWN PATRICIA
86 SHIRAH ST
DESTIN, FL 32541

SCENIC HWY 98
DESTINY SHORES S/D
LOT 1

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
OKALOOSA COUNTY RD OF COMMS	0.0573	1,437,557	0	1,437,557	82.37
CAPITAL OUTLAY	3.7422	1,437,557	0	1,437,557	5,379.62
GENERAL		1,437,557	0	1,437,557	45.00
COUNTY PUBLIC HEALTH UNIT	0.0313	1,437,557	0	1,437,557	3,231.63
SCHOOL LOCAL	2.2480	1,437,557	0	1,437,557	5,444.63
SCHOOL STATE	3.7879	1,437,557	0	1,437,557	44.71
NORTHWEST WATER DISTRICT	0.0311	1,437,557	0	1,437,557	2,321.65
CITY OF DESTIN	1.6190	1,437,557	0	1,437,557	1,437.56
DESTIN FIRE DISTRICT	1.0000	1,437,557	0	1,437,557	

EXEMPTIONS APPLIED:

TOTAL MILLAGE 12.5119 **AD VALOREM TAXES** \$17,986.57

Receive future tax bills by email. Visit OkaloosaTax.com and register for BillExpress today!

QUICKLY AND SECURELY PAY YOUR TAXES ONLINE AT
OkaloosaTax.com
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USING YOUR SMARTPHONE CAMERA, SCAN TO PAY ONLINE

RECEIVE YOUR FUTURE TAX NOTICES BY EMAIL. SIGN UP FOR **BillExpress**

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		
COMBINED TAXES AND ASSESSMENTS		\$17,986.57

IF POSTMARKED BY: **Feb 28, 2021**
PLEASE PAY ONLY ONE AMOUNT \$0.00

BEN ANDERSON 2020 Paid Real Estate
Okaloosa County Tax Collector

Make your payment at OkaloosaTax.com. Echeck is **FREE!**
Notice of Ad Valorem Tax and Non-Ad Valorem Assessments

ACCOUNT NUMBER	PROPERTY ADDRESS
002S2200800000010	SCENIC HWY 98, DESTIN, 32541

ALTERNATE KEY 1001164

PRIOR TO MARCH 31ST TAXES CAN BE PAID WITH CASH, CHECK, CREDIT/DEBIT CARDS OR E-CHECK.

PAY ONLINE
OkaloosaTax.com

PAY BY MAIL
P.O. BOX 1290
Niceville, FL 32548

SCENIC HWY 98
DESTIN 32541

TROOP GARY & BROWN PATRICIA
86 SHIRAH ST
DESTIN, FL 32541

PAY ONLY ONE AMOUNT

☒ **Feb 28, 2021**
\$0.00

☐

☐

☐

☐

Paid Gary W Troop 02/22/2021 Receipt # 0-20075407 Echeck \$17,806.70

RETAIN THIS PORTION FOR YOUR RECORDS
AFTER MARCH 31ST, TAXES MUST BE PAID BY CASH, CREDIT/DEBIT CARDS OR E-CHECK. PLEASE MAKE CHECKS PAYABLE TO OCTC. MAIL PAYMENTS TO P.O. BOX 1290, NICEVILLE, FL 32548

ANALYSIS OF DATA AND OPINIONS OF THE APPRAISERS

Market Area Summary / Neighborhood Information

The subject property is located in the Destin-Miramar Beach market area, which is bounded by the Destin Harbor / East Pass to the West, US Highway 98 and the waters of the Destin Harbor to the North, the Gulf of Mexico to the South and the intersection of US Highway 98 / Scenic Gulf Drive to the East. The approximate neighborhood boundaries are outlined in the photo below.



This is a resort area driven primarily by proximity to area beaches and resort activities. The predominant property type in the area is of second home and seasonal vacation properties with fewer full-time residents than seasonal occupants.

Many second home and resort area property owners rent their properties on a seasonal basis to either offset costs of ownership or in the pursuit of income generation potential, and the seasonal income attributed to a property is often a significant factor contemplated by purchasers in the market when evaluating a purchase decision.

We have witnessed a trend for increased rental demand of larger resort residences which can accommodate larger groups for family reunions, large family vacations, etc.

This has led to the construction of larger and larger seasonal resort rental homes to serve this need. These larger properties often witness more robust demand and income generation potential than smaller properties with less sleeping capacity where vacationing groups would otherwise be required to split between several locations.

In summary, the subject is sited directly in an area that is geared toward seasonal rental operations, be it solely for the purpose of income generation potential or as an offset to the costs of personal use. While the subject is not planned for seasonal rental, the ability to rent a property seasonally remains a significant motivator for market participants and weighs heavily in their buy-sell decision making process. A restriction that negatively impacts the size of an improvement and its associated ability to seasonally rent a resort property is estimated to have a significant negative impact on the value of this asset class.

Highest and Best Use

The definition of “highest and best use” is presented unabridged in the definitions section of this report. However, in brief, highest and best use refers to the reasonably probable and legal use of vacant land or an improved property, which is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value, i.e. maximally productive.³

Objective analysis and interpretation of market data leads to an informed opinion of that use. However, the estimate of highest and best use should not be interpreted as a provable fact. A typical highest and best analysis evaluation process and pertinent questions which aid in the elimination of possible alternatives are presented below.

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions? What are the land use controls that will govern the site? Uses that are *legally permissible* are those allowed under current or likely zoning and those that could meet building codes. In addition, local communities may have restrictions on public utility loads, traffic creation, access restrictions, and so on, all of which must be considered when selecting legally permissible uses
2. **Physically Possible Use.** To what use is the site physically adaptable? What is an appropriate improvement given architectural / engineer study? Unless prohibited by soil or subsoil problems or land size constraints, it is *physically possible* to place most potential improvements on the site. Usually this test, if performed first or second, will not significantly reduce the number of potential uses.
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site? Should the land be developed, and if so, what kind of improvement should be built? If an improvement should be constructed, what is the type and characteristics of an ideal improvement? Uses that are considered economically or financially feasible are those that potentially would logically produce net operating income and net resale price levels high enough to adequately support construction of the potential improvement and provide the investor with a reasonable profit. Implicit to this analysis is that riskier projects require higher profit levels to induce potential developers to undertake the burden of coordination of land, labor and capital.
4. **Maximally Productive Use.** The final test is to determine of the financially feasible options, which of these would result in the highest land value or values as

³ The Appraisal of Real Estate, Twelfth Edition

improved. Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)? If there are existing improvements on the property should they be maintained in their current state or should they be altered to more closely resemble the ideal improvement?

Although these criteria are generally evaluated sequentially, the resulting conclusion of highest and best use should be identical regardless of the order of application of the above tests.

Implied within this definition is that the estimation of the highest and best use for a particular property results from the appraisers' judgment and analytical skill with respect to the market for that particular property.

However, the highest and best use of a specific parcel of land is not just a matter of subjective opinion; rather, highest and best use is indicated by supply and demand forces within the market where the property is located, availability of capital, supply of alternative investments, need for additional products or services within a community, and other factors.

Highest and Best Use ‘As Complete’/’As Is’

The highest and best use ‘As Complete’/’As Is’ recognizes among all reasonable, alternative uses, the use that yields the highest present land value after payments are made for labor, capital, and entrepreneurial coordination.⁴

We have evaluated the most probable uses for the subject property, ‘As Complete’/’As Is’, given the current market for resort residential property and recent development activity in the subject market area.

Legally Permissible

The subject property is located within the Crystal Beach Neighborhood land use designation, as governed by the City of Destin. Use of the subject for various residential, short term seasonal rental, guest house and other varied uses are legally permissible by the zoning in place.

Therefore, use of the subject as a resort residential property is legally permissible.

Physically Possible

The subject property is generally level, well-drained, and at or level with the existing road grade of Scenic Highway 98 and is scheduled to feature sufficient parking and site improvements to operate in the designed capacity as a resort residential property.

The subject is planned to be improved with a well-constructed gulf front resort residential property configured to provide multiple bedrooms, bathrooms, a heated in ground pool, kitchens, and living areas, etc. The subject has been specifically configured for occupancy as a resort residential property, and features all necessary components for operation as intended, although restricted in size by Ordinance 17-22-PC.

Therefore, use of the subject as a resort residential property is physically possible.

Financially Feasible

Demand for resort residential properties in the subject market area has improved in the previous 24-48 month period, with a number of increased transactions. Most market participants would describe the market for similar properties as robust.

As described in the market analysis section of this report, the predominant property type in the market area is of second home and seasonal vacation properties with an increased demand for larger and larger improvements, as a direct result of the high value of the underlying lands.

⁴ The Appraisal Of Real Estate, Twelfth Edition

Although the subject is not planned for seasonal rental and is being constructed as a dream home for the owner, many property owners rent their properties on a seasonal basis to offset costs of ownership or for income generation potential, and the income a property can generate is often a significant factor contemplated by purchasers in the market. This can be done with or without the assistance of a professional property manager.

We have witnessed a trend for increased rental demand of resort residences which can accommodate larger groups for family reunions, large family vacations, etc. This has led to the construction and renovation of seasonal resort rental homes to serve this need.

Reference the subject, the size of the improvement is being limited by the adopted ordinance 17-22-PC and associated maximum building height. As legal occupancy is tied to the number of bedrooms, a restriction in size corresponds to limit potential rental occupancy and associated financial feasibility.

Additionally, limited size of improvement results in a constrained sale price as buyers often evaluate purchases based on the size of the improvements.

The recently-implemented City of Destin Ordinance 17-22-CC serves to reduce livable area of the improvement by approximately 1,815 SF, or -20.93%.

This no doubt will impact the functional utility to the owner, potential future sale price, and future income generation potential of the property if desired to be utilized in a rental capacity. These reductions translate directly to a reduction in the market value of the underlying site.

Therefore, use of the subject as a resort property is considered to be financially feasible. However, it is noted that the reduction in permissible living area by Ordinance 17-22-CC is estimated to impact the market value of the subject property negatively as well as the market value of the underlying site.

Maximally Productive Given the legally permissible, physically possible, and financially feasible uses of the subject property we are of the opinion that the maximally productive use of the subject property 'As Complete' is for the planned use as a resort property with full utilization of the maximum living area.

This use will certainly bring the highest net return to the land. While operation in a reduced living area capacity (as dictated by City of Destin Ordinance 17-22-CC) is still possible, the impact to the market value is significant, as the living area of the improvement has now been reduced by -20.93% based on HVAC living area in the before and after conditions. This results in a reduced financial benefit of ownership and negative impact to market value of the prospective improved property and underlying land.

Valuation Methodology - Overview

The appraisal analysis is based on analytical techniques that may encompass anticipation of costs to be incurred, and benefits to be derived in the future; however, the subject is appraised as described in this report, including only those assumptions also described in this report.

This appraisal analysis has been conducted, and the appraisal report was prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

The valuation process is a systematic procedure an appraiser follows to provide answers to a client's questions about real property value.¹ Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

Land Valuation Methodology

Land Valuation is generally a component of the Cost Approach in appraisal of an improved property. In most appraisal analyses, separate land valuation is conducted utilizing the Sales Comparison Approach.

Cost Approach Methodology

The cost approach is a reliable methodology for new, nearly new or special-use buildings. In the cost approach, value is estimated as the current cost of reproducing or replacing the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate entrepreneurial incentive or profit), and then deducting the loss in value from depreciation due to physical, functional, and external sources.⁵

The depreciated replacement or reproduction cost of the improvements is then added to the value of the site resulting in a value indication of the fee simple interest in the property.

The Cost Approach is summarized as follows:

$$\begin{array}{l} \text{Cost New} \\ - \text{Depreciation} \\ + \text{Entrepreneurial Incentive} \\ + \text{Land Value} \\ = \text{Value} \end{array}$$

⁵ The Appraisal of Real Estate, Twelfth Edition

Sales Comparison Approach Methodology

The sales comparison approach is premised on the "Principle of Substitution" which indicates an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property possessing the same or similar utility.

This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is most reliable in an active market or if an opinion of value is related to properties for which there are comparable sales available- and heavy emphasis is generally placed on this sales comparison approach when these market conditions are present.

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Income Approach Methodology

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and/or a discounting process.

The income approach is recognized as a reliable approach for estimating the value of "income producing" property to an investor. The income approach consists of methods, techniques, and mathematical procedures that an appraiser utilizes to analyze a property's capacity to generate income and convert income into an indication of present value either by capitalizing the current income at a market capitalization rate, or discounting the future cash flows into a present value estimate using an appropriate yield (discount) rate. The appraisal process emulates the actions of the market, and the income approach is most applicable when the probable buyer would be an investor or prospective owner occupant. Two techniques associated with the income approach are direct capitalization and discounted cash flow analysis.

Final Reconciliation Process

In the appraisal process for improved property, typically more than one approach to value is applied, resulting in two or more value indications that must be evaluated for relevancy, applicability and reliability, and a final point value or range of value is chosen.

Resolving the differences among various value indications is called reconciliation.⁶

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied to arrive at a single estimate or range of market value opinions. Different properties require different means of analysis and lend themselves to one

⁶ The Appraisal of Real Estate, Twelfth Edition

approach over the others. As such, in the reconciliation appropriate weight is given to the most applicable and/or reliable indications of value to arrive at a conclusion.

Reconciliation is not a mathematical process. Rather, at this point in the valuation process the appraiser must reevaluate all pertinent data in the analysis for appropriateness, accuracy, and quality of evidence.

The appraiser then weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the approach that is most appropriate to the nature of the appraisal problem.

Valuation Methodology Utilized in this Assignment

Valuation Analyses

Purpose of Assignment: The purpose of this appraisal is to derive an opinion of the Diminution in Value to the subject property associated with the implementation of City of Destin Ordinance No. 17-22-PC.

This Ordinance was implemented April 2, 2018, and the incorporation of this ordinance limits the maximum building height of the subject property to 30 Feet. Prior to the implementation of this Ordinance, the legal maximum building height was 35 feet. Therefore, as a result of the ordinance, the maximum building height / roof line height has been reduced by 5 feet, or approximately -14.28%. This reduction translates directly to a reduction in value to the underlying land.

We are therefore opining on the difference in market value of the subject before and after the adoption of City of Destin Ordinance No. 17-22-PC, which was promulgated on April 2, 2018.

Land Valuation: An opinion of value for the subject property in 'as if vacant' condition and subsequent application of the cost approach has not been provided. The purpose of this appraisal is to evaluate the impact to the value of the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits building height and therefore associated building area. As the cost to construct improvements bears little correlation to what a market participant will pay for a completed and occupiable improvement, the cost approach was not considered necessary to derivation of a credible value opinion and was not applied.

Sales Comparison Approach: The improved sales comparison approach was utilized in this appraisal assignment in both the 'Before Ordinance' and 'After Ordinance' scenarios for the subject 'As Complete'. The difference in construction cost will be deducted from the differences in 'As Complete' market value in order to isolate the diminution in value to the subject site as a result of the lesser allowed building size by virtue of the Ordinance-imposed height reduction.

Income Approach: The income approach was not applied in this appraisal. The purpose of this appraisal is to evaluate the impact to the value to the subject by virtue of the implementation of City of Destin Ordinance 17-22-PC which limits the building height and therefore the associated size of the improvement which can be constructed on the site. As the subject is not planned for income generating rental purposes, but is rather the "forever home" for owner occupancy by the property owner, the income was not considered necessary to derivation of a credible value opinion and was not applied.

Sales Comparison Approach

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. Integral to the sales comparison approach are the principals of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and, where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

The Sales Comparison Approach was employed to derive an opinion of the market value of the subject 'As Complete' condition as of the valuation date.

Ideally, the subject property would be compared to sales of similar resort residential properties in the subject market area, which are of the same approximate size, location, utility, and quality as the subject property.

Sales were discovered which were similar to the subject property in these respects, but are not necessarily exactly identical to the subject property.

Unit of Comparison

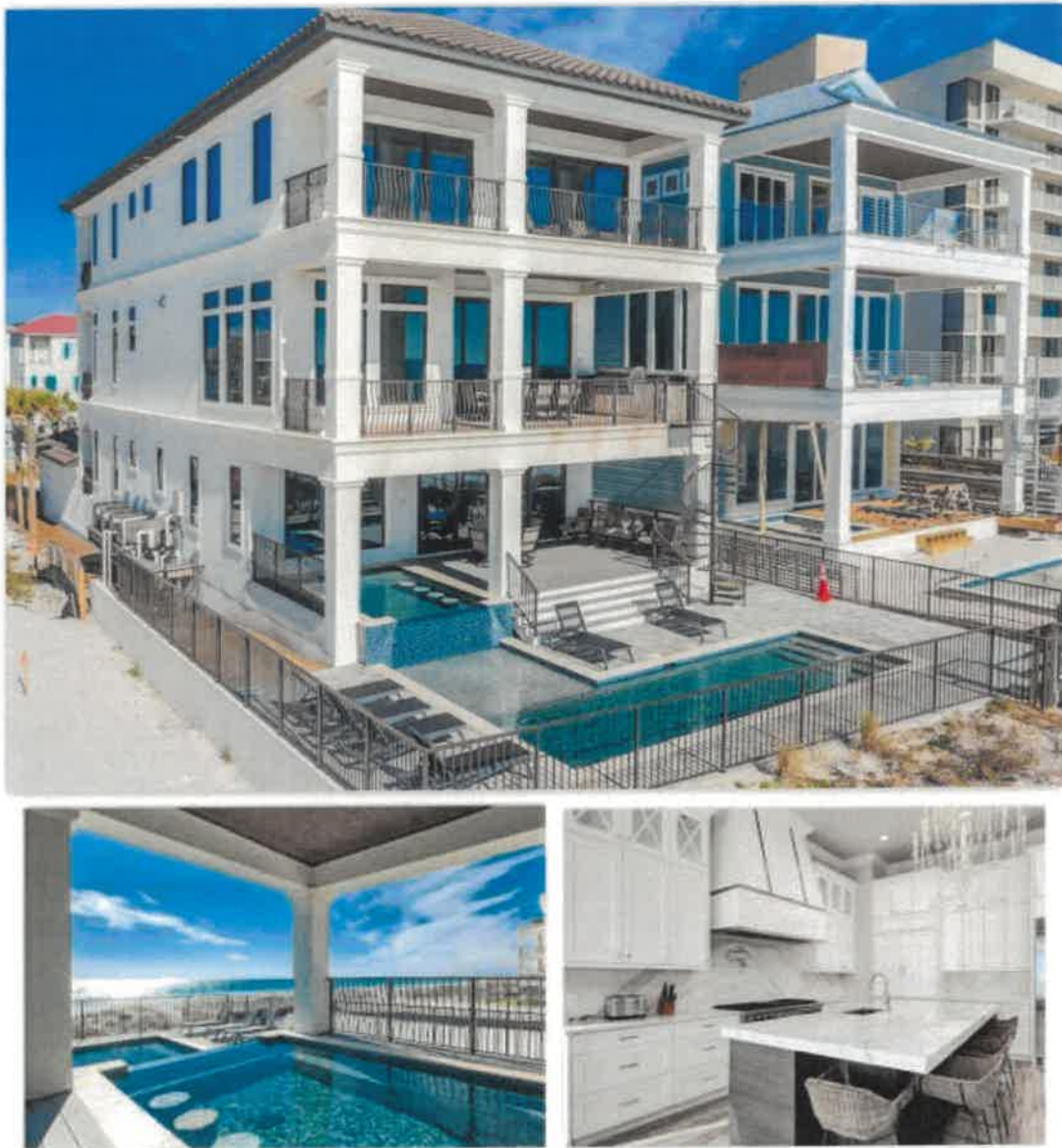
Typically, comparable sales are reduced to a unit of comparison. The unit of comparison represents the unit which is consistently used in the market to derive pricing decisions.

Analysis of sales throughout the subject market area indicate many possible units of comparison; however, the predominant unit of comparison utilized by market participants when purchasing property similar to the subject is price per residential property which is generally evaluated on a price per SF of living area basis.

Comparable Sales

The market in which the subject property competes has been investigated, and the following sales extracted which are considered comparable to the subject resort residential property in the 'Before' and 'After' ordinance conditions.

On the following pages we present the comparable sale photographs as well as the comparison grid and a reconciliation of independent retail price for the subject home in both the 'before' and 'after' conditions.



Comparable 1 – Closed Sale – 219 Open Gulf Street, Miramar Beach, FL

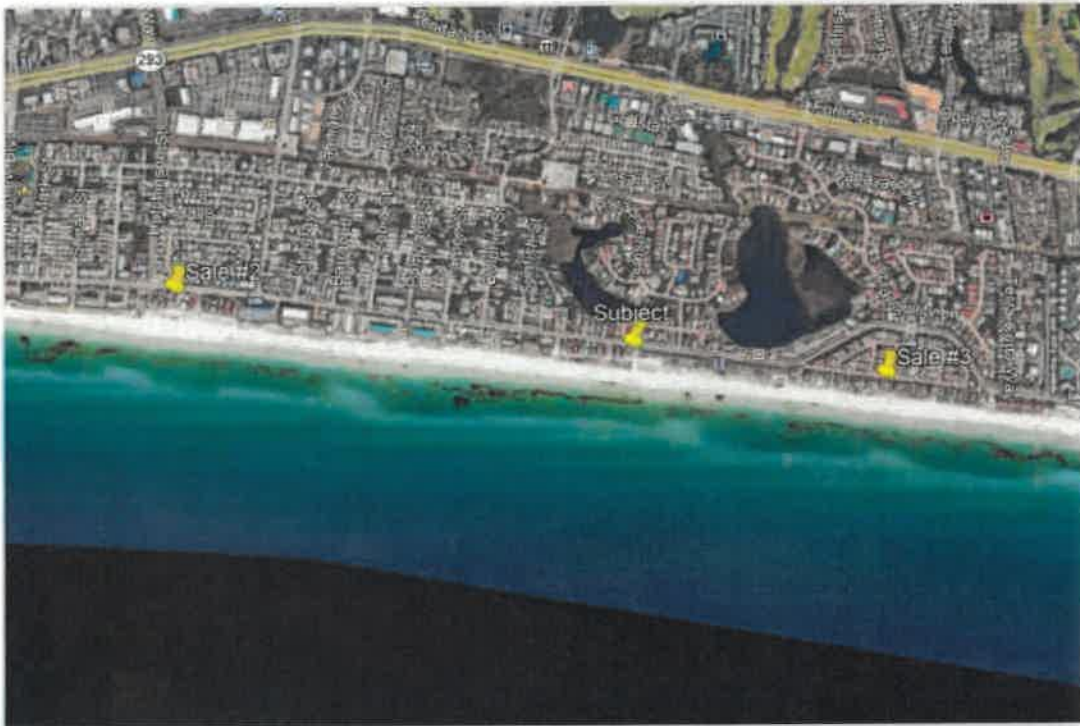


Comparable 2 – Closed Sale – 2972 Scenic Highway 98, Destin, FL



Comparable 3 – Closed Sale – 4734 Ocean Boulevard, Destin, FL

Improved Comparable Sales Map



Analysis Grid, Improved Comparable Sales

Elements of Comparison

The following ten basic elements of comparison should be considered in sales comparison analysis:

- 1.) Real property rights conveyed: fee simple, leased fee, leasehold, fractional interest, etc.
- 2.) Financing terms: Cash, cash equivalent, seller financing, financing concessions by seller, etc.
- 3.) Conditions of Sale: Seller concessions, personal property included in sale, parties related, etc.
- 4.) Expenditures made immediately upon purchase: deferred maintenance repairs, rehabilitation, renovation, upgrades.
- 5.) Market Conditions: Appreciation, depreciation, stagnation in real estate prices since the time of sale.
- 6.) Location: corner, major traffic artery, city/county, interior lot, etc.
- 7.) Physical characteristics: Size, topography, access to utilities, construction quality, condition, etc.
- 8.) Economic characteristics: rents, operating expenses, vacancy rates, lease provisions, management competence, etc.
- 9.) Use: zoning, future land use, building codes, government control, etc.
- 10.) Non-realty components of value: furniture, fixtures, and equipment.

On the following page is a sales comparison grid displaying the subject property, the comparables and the adjustments applied.

COMPARABLE SALE GRID “BEFORE” CONDITION

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	XXX Scenic Highway 98	219 Open Gulf Street, Miramar Beach, FL		2972 Scenic Highway 98, Destin, FL		4734 Ocean Boulevard, Destin, FL	
Proximity to Subject							
Sales Price	N/A	\$ 5,050,000		\$ 3,150,000		\$ 3,000,000	
Sale Price Per SF of GLA		\$ 848.31		\$ 534.35		\$ 612.24	
Data Source(s)	Inspection, Plans	Public Records, MLS 791696		Public Records, MLS 772067		Public Records, MLS 753357	
ITEM	DESCRIPTION	DESCRIPTION	± \$ Adjust	DESCRIPTION	± \$ Adjust	DESCRIPTION	± \$ Adjust
Date of Sale/Time Adj.	4/2/2018	3/9/2018		6/8/2017		5/22/2017	
Location	Good	Good		Good		Good	
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Good	Good		Good		Good	
View	Gulf	Gulf		Gulf		Gulf	
Design (Style)	Good	Good		Good		Good	
Quality of Construction	Good	Good		Good		Good	
Actual Age	2018	2017	\$50,500	1998	\$630,000	2002	\$480,000
Condition	Good	Good		Good		Good	
Size (Before Condition)	8,669	5,953	\$1,086,400	5,865	\$1,109,600	4,900	\$1,507,600
Bedroom/Baths	11 Bed / 12 Bath	10 Bed / 8 Full Bath / 2 Half Bath	\$30,000	8 Bed / 7 Full Bath / 1 Half Bath	\$45,000	6 Bed / 6 Full Bath / 1 Half Bath	\$95,000
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	CHA	CHA		CHA		CHA	
Energy Efficient Items	Good	Similar		Similar		Similar	
Garage/Carport	2 Car Garage/Driveway	2 Car Garage / Driveway		2 Car Garage / Driveway		Driveway	\$50,000
Amenities	Pool	Pool		Pool		None	\$100,000
Sales or Financing	Cash or Equiv.	Cash or Equiv.		Cash or Equiv.		Cash or Equiv.	
Concessions	NA	Typical	\$0	Typical		Typical	
Net Adj. (Total)		+ -	\$ 1,166,900	+ -	\$ 1,784,600	+ -	\$ 2,192,600
Indicated Value of Subject		Net 23.11%	\$ 6,216,900	Net 56.65%	\$ 4,934,600	Net 73.09%	\$ 5,192,600

COMPARABLE SALE GRID “AFTER” CONDITION

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	XXX Scenic Highway 98	219 Open Gulf Street, Miramar Beach, FL		2972 Scenic Highway 98, Destin, FL		4734 Ocean Boulevard, Destin, FL	
Proximity to Subject							
Sales Price	N/A		\$ 5,050,000		\$ 3,150,000		\$ 3,000,000
Sale Price Per SF of GLA			\$ 848.31		\$ 534.35		\$ 612.24
Data Source(s)	Inspection, Plans	Public Records, MLS 791696		Public Records, MLS 772067		Public Records, MLS 753357	
ITEM	DESCRIPTION	DESCRIPTION	± \$ Adjust	DESCRIPTION	± \$ Adjust	DESCRIPTION	± \$ Adjust
Date of Sale/Time Adj.	4/2/2018	3/9/2018		8/6/2017		5/22/2017	
Location	Good	Good		Good		Good	
Property Rights	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	Good	Good		Good		Good	
View	Gulf	Gulf		Gulf		Gulf	
Design (Style)	Good	Good		Good		Good	
Quality of Construction	Good	Good		Good		Good	
Actual Age	2018	2017	\$50,500	1998	\$630,000	2002	\$480,000
Condition	Good	Good		Good		Good	
Size (After Condition)	6,844	5,953	\$356,400	5,895	\$379,600	4,900	\$777,600
Bedrooms/Baths	6 Bed / 6 Bath	10 Bed / 6 Full Bath / 2 Half Bath	-\$10,000	8 Bed / 7 Full Bath / 1 Half Bath	\$5,000	6 Bed / 6 Full Bath / 1 Half Bath	\$15,000
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	CHA	CHA		CHA		CHA	
Energy Efficient Items	Good	Similar		Similar		Similar	
Garage/Carport	2 Car Garage/Driveway	2 Car Garage / Driveway		2 Car Garage / Driveway		Driveway	\$50,000
Amenities	Pool	Pool		Pool		None	\$100,000
Sales or Financing	Cash or Equiv.	Cash or Equiv.		Cash or Equiv.		Cash or Equiv.	
Concessions	NA	Typical	\$0	Typical		Typical	
Net Adj. (Total)		+ -	\$ 396,900	+ -	\$ 1,014,600	+ -	\$ 1,422,600
Indicated Value of Subject		Net 7.86%	\$ 5,446,900	Net 32.21%	\$ 4,164,600	Net 47.42%	\$ 4,422,600

Sales Comparison Approach Conclusion

The quantity and quality of data is sufficiently reliable to derive a reasonable and sufficiently supported indication of value in both the before and after conditions as we employed 3 closed sales of similar gulf front homes from the subject market area.

We consider the quantity and quality of 3 comparable sales to be adequate to render a credible opinion of value for the subject 'As Complete' in the 'before' and 'after' conditions.

Reference the "Before" valuation, the subject represents a 8,669 SF Living Area improvement with the room for at least 11 Bedrooms and 12 Bathrooms based on the floor plans provided.

The range of value for the comparable sales in the before condition was between \$4,934,600 and \$6,216,900 with an average of \$5,448,033. I would consider comparable #1 to be the best indicator of value for the subject and give it additional weight.

All comparables are considered credible and reliable alternatives to the subject. Based on the above comparables and analysis, we choose to reconcile to a ***rounded opinion of value for the subject in the 'before' condition of \$6,000,000 'As Complete'.***

Reference the "After" valuation, the subject represents a 6,844 SF Living Area improvement with 6 Bedrooms and 8 Bathrooms based on the floor plans provided.

The range of value for the comparable sales in the before condition was between \$4,164,600 and \$5,446,900 with an average of \$4,678,033. I would consider comparable #1 to be the best indicator of value for the subject and give it additional weight.

All comparables are considered credible and reliable alternatives to the subject. Based on the above comparables and analysis, we choose to reconcile to a ***rounded opinion of value for the subject in the 'before' condition of \$5,000,000 'As Complete'.***

Conclusion of Diminution in Value

The Diminution in Value is represented by the difference between the 'before' and 'after' value conclusions, or in this case the difference between \$6,000,000 and \$5,000,000 or \$1,000,000 less the construction cost the difference in building area to arrive at the impact in value to the underlying land, or the land residual.

The promulgation of Ordinance 17-22-PC reduced the allowable living area which could be constructed on the site by 1,815 SF. Retrospective to the date of valuation, we consider that this additional square footage could be constructed at the cost of \$250 per SF, thereby totaling \$450,000, rounded.

Deducting the cost of construction of the larger building area of \$450,000 from the difference in 'As Complete' market value in the before and after conditions of \$1,000,000 results in a diminution in value to the subject site as a result of Ordinance 17-22-PC of \$550,000.

Five Hundred Fifty Thousand Dollars
\$550,000

Certification

The appraiser has no present or prospective interest in the subject property of this appraisal and no personal interest of bias with respect to the parties involved in this appraisal. I have the appropriate education and experience to conduct this appraisal.

The appraiser will not divulge the analytical findings or conclusions to anyone other than the client or designee, except as may be required by the Appraisal Institute or by a court of law with power of subpoena.

I certify, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property which is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property which is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.

***Certification
(Continued)***

- The signatory appraiser has not performed any services, as an appraiser or in any other capacity, regarding the subject property within the 3 years prior to acceptance of this appraisal assignment.

This appraisal has been conducted, and the appraisal report prepared in conformance with the requirements of Title XI of the Financial Institutions Reform, Recover, and Enforcement Act of 1989 (FIRREA, 12 U.S.C. 3331 et seq.). This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

No person other than the undersigned made a significant professional contribution to the research and analysis in this appraisal unless specifically noted above.

Respectfully Submitted,

EquiValue Appraisal, LLC



Jason P. Shirey, MAI, CCIM
Cert Gen RZ3186

Limiting Conditions and Assumptions

1. Unless otherwise noted in the body of the report, we assumed that title to the property or properties appraised is clear and marketable and that there are no recorded or unrecorded matters or exceptions that would adversely affect marketability or value. We are not aware of any title defects nor were we advised of any unless such is specifically noted in the report. We did not examine a title report and make no representations relative to the condition thereof. Documents dealing with liens, encumbrances, easements, deed restrictions, clouds and other conditions that may affect the quality of title were not reviewed. Insurance against financial loss resulting in claims that may arise out of defects in the subject property's title should be sought from a qualified title company that issues or insures title to real property.
2. We assume that improvements are constructed or will be constructed according to approved architectural plans and specifications and in conformance with recommendations contained in or based upon any soils report(s).
3. Unless otherwise noted in the body of this report, we assumed: that any existing improvements on the property or properties being appraised are structurally sound, seismically safe and code conforming; that all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are, or will be upon completion, in good working order with no major deferred maintenance or repair required; that the roof and exterior are in good condition and free from intrusion by the elements; that the property or properties have been engineered in such a manner that it or they will withstand any known elements such as windstorm, hurricane, tornado, flooding, earthquake, or similar natural occurrences; and, that the improvements, as currently constituted, conform to all applicable local, state, and federal building codes and ordinances. We are not engineers and are not competent to judge matters of an engineering nature. We did not retain independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, make no representations relative to the condition of improvements. Unless otherwise noted in the body of this report no problems were brought to our attention by ownership or management. We were not furnished any engineering studies by the owners or by the party requesting this appraisal. If questions in these areas are critical to the decision process of the reader, the advice of competent engineering consultants should be obtained and relied upon. It is specifically assumed that any knowledgeable and prudent purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of the building systems. Structural problems and/or building system problems may not be visually detectable. If engineering consultants retained should report negative factors of a material nature, or if such are later discovered, relative to the condition of the improvements, such information could have a substantial negative impact on the conclusions reported in this appraisal. Accordingly, if engineering consultants report negative findings, we reserve the right to amend the appraisal conclusions reported herein.
4. All furnishings, equipment and business operations, except as specifically stated and typically considered as part of real property, have been disregarded with only real property being considered in the appraisal. Any existing or proposed improvements, on- or off-site, as well as any alterations or repairs considered, are assumed to be completed

in a workmanlike manner according to standard practices based upon information submitted. This report may be subject to amendment upon re-inspection of the subject property subsequent to repairs, modifications, alterations and completed new construction. Any estimate of Market Value is as of the date indicated; based upon the information, conditions and projected levels of operation.

5. We assume that all factual data furnished by the client, property owner, owner's representative, or persons designated by the client or owner to supply said data are accurate and correct unless otherwise noted in the appraisal report. We have no reason to believe that any of the data furnished contain any material error. Information and data referred to in this paragraph include, without being limited to, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any material error in any of the above data could have a substantial impact on the conclusions reported. Thus, we reserve the right to amend our conclusions if errors are revealed. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusions within 30 days after the date of delivery of this report and should immediately notify us of any questions or errors.
6. The date of value to which any of the conclusions and opinions expressed in this report apply, is set forth in the Letter of Transmittal. Further, that the dollar amount of any value opinion herein rendered is based upon the purchasing power of the American Dollar on that date. This appraisal is based on market conditions existing as of the date of this appraisal. Under the terms of the engagement, we will have no obligation to revise this report to reflect events or conditions which occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economics or market factors affecting the subject.
7. We assume no private deed restrictions, limiting the use of the subject property in any way.
8. Unless otherwise noted in the body of the report, we assume that there are no mineral deposits or subsurface rights of value involved in this appraisal, whether they be gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered unless otherwise stated in this appraisal report. Unless otherwise stated we also assumed that there are no air or development rights of value that may be transferred.
9. We are not aware of any contemplated public initiatives, governmental development controls, or rent controls that would significantly affect the value of the subject.
10. The estimate of Market Value, which may be defined within the body of this report, is subject to change with market fluctuations over time. Market value is highly related to exposure, time promotion effort, terms, motivation, and conclusions surrounding the offering. The value estimate(s) consider the productivity and relative attractiveness of the property, both physically and economically, on the open market.
11. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, or hold the

properties at the value stated. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.

12. Unless otherwise noted in the body of this report, we assume that no changes in the present zoning ordinances or regulations governing use, density, or shape are being considered. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report is based, unless otherwise stated.
13. This study may not be duplicated in whole or in part without our written consent, nor may this report or copies hereof be transmitted to third parties without said consent. Exempt from this restriction is duplication for the internal use of the client-addressee and/or transmission to attorneys, accountants, or advisors of the client-addressee. Also exempt from this restriction is transmission of the report to any court, governmental authority, or regulatory agency having jurisdiction over the party/parties for whom this appraisal was prepared, provided that this report and/or its contents shall not be published, in whole or in part, in any public document without our written consent. Finally, this report shall not be advertised to the public or otherwise used to induce a third party to purchase the property or to make a “sale” or “offer for sale” of any “security”, as such terms are defined and used in this Securities Act of 1933, as amended. Any third party, not covered by the exemptions herein, who may possess this report, is advised that they should rely on their own independently secured advice for any decision in connection with this property. We shall have no accountability or responsibility to any such third party.
14. Any value estimate provided in the report applies to the entire property, and any pro ration or division of the title into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.
15. Any distribution of the total valuation in this report between land and improvement applies only under the existing program of utilization. Component values for land and/or buildings are not intended to be used in conjunction with any other property or appraisal and are invalid if so used.
16. The maps, plats, sketches, graphs, photographs, and exhibits included in this report are for illustration purposes only and are to be used only to assist in visualizing matters discussed within this report. Except as specifically stated, data relative to size or areas of the subject and comparable properties was obtained from sources deemed accurate and reliable. None of the exhibits are to be removed, reproduced, or used apart from this report.
17. No opinion is intended to be expressed on matters that may require legal expertise or specialized investigation or knowledge beyond that which is customarily employed by real estate appraisers. Values and opinions expressed presume that environmental and other governmental restrictions/conditions by applicable agencies have been met, including but not limited to seismic hazards, flight patters, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, licenses, etc. No survey, engineering study or architectural analysis was provided to us unless otherwise stated within the body of this report. If we were not supplied with a

termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranty is made concerning obtaining these items. We assume no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

18. Acceptance and/or use of this report constitutes full acceptance of the Assumptions and Limiting Conditions and extraordinary assumptions set forth in this report. It is the responsibility of the Client, or client's designees, to read in full, comprehend and thus become aware of the aforementioned assumptions and limiting conditions. We assume no responsibility for any situation arising out of the Client's failure to become familiar with and understand the same. The Client is advised to retain experts in areas that fall outside the scope of the real estate appraisal/consulting profession if so desired.
19. We assume that the subject property will be under prudent and competent management and ownership; neither inefficient nor super-efficient.
20. We assume that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal reports.
21. No survey of the boundaries of the property was undertaken. All areas and dimensions furnished are presumed correct. It is further assumed that no encroachments to the realty exists.
22. All value opinions expressed herein are as of the date of value. In some cases, facts or opinions are expressed in the present tense. All opinions are expressed as of the date of value, unless specifically noted.
23. The Americans with Disabilities Act (ADA) became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removal construction items in this report, we did not perform a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the ADA. If so, the fact could have a negative effect on the value estimated herein. Since we have no specific information relating to this issue, nor are we qualified to make such an assessment, the effect of any possible non-compliance was not considered in estimating the value of the subject property.
24. The value estimate rendered in this report is predicated on the assumption that there is no hazardous material on or in the property that would cause a loss of value. We were not provided with an Environmental Assessment Report. Further, we are not qualified to determine the existence or extent of environmental hazards. If there are any concerns pertaining to environmental hazards for this property, we recommend that a qualified engineer perform an assessment.

ADDENDA

Parcel Map



Property Appraiser Card


Okaloosa County Property Appraiser
Log In

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[Map](#)
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Parcel Summary

Parcel ID 00-25-21-0060-0000-0010
Location Address SCENIC HWY 98
 DESTIN 32541
Neighborhood RESIDENTIAL GULF (222100.00)
Brief Tax Description DESTINY SHORES S/D LOT 1
*The Description above is not to be used on legal documents.
Property Use Code VACANT (000000)
Sec/Tier/Rng 00-25-21
Tax District Destin (District 10)
Millage Rate 12.5117
Acresage 0.000
Homestead N
Acresage (GIS) 0.02
Fire District N/A
[View Map](#)

Owner Information

Primary Owner
 Troop Gary & Brown Patricia
 86 Shurah St
 Destin, FL 32541

Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values	2016 Certified Values
➤ Building Value	\$0	\$0	\$0	\$0	\$0
➤ Extra Features Value	\$0	\$0	\$0	\$0	\$0
➤ Land Value	\$1,437,557	\$1,437,557	\$1,409,370	\$1,317,168	\$1,291,341
➤ Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
➤ Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
➤ Just (Market) Value	\$1,437,557	\$1,437,557	\$1,409,370	\$1,317,168	\$1,291,341
➤ Assessed Value	\$1,437,557	\$1,437,557	\$1,409,370	\$1,317,168	\$1,291,341
➤ Exempt Value	\$0	\$0	\$0	\$0	\$0
➤ Taxable Value	\$1,437,557	\$1,437,557	\$1,409,370	\$1,317,168	\$1,291,341
➤ Cap Exm Portability Amount	\$0	\$0	\$0	\$0	\$0

*Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2020 TRIM Notice

[Click Here to view the 2020 TRIM Notice PDF.](#)

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000110	SFR GULF	69.00	FF	0	0

Sales

Mult Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	10/21/2009	\$1,150,000	WD	3384	1174	Qualified (Q)	Vacant	BECK G ROBERT & LAURIE J	TROOP GARY & BROWN PATRICIA
N	06/27/2000	\$1,100,000	WD	2026	321	Qualified (Q)	Vacant	W P PROP	BECK G ROBERT & LAURIE J

Warranty Deed

FILE # 2065607 RCD: 10/29/2003 @ 12:56 PM, BK: 2486 PG: 1124 RECORDING:
\$10.50 DEED DOGSTAMPS \$8050.00 DEPUTY CLERK GDUNEVANT NEWMAN C. BRACKIN,
OKALOOSA COUNTY FL

Prepared by and taken to:
Tiffany Donaldson
Legal Assistant
Joseph M. Scheidt, Jr., P.A.
1221 Airport Road, Suite 209
Destin, FL 32541
850-837-1171
File Number: Beck - Troop
Will Call No.:

(Space Above This Line For Recording Date)

Warranty Deed

This Warranty Deed made this 23rd day of October, 2003 between G. Robert Beck and Laurie J. Beck, husband and wife whose post office address is 606 Marine Airport Road, GA, grantor, and Gary Troop and Patricia Brown, husband and wife whose post office address is , grantee:
511 Larson St., Manhattan Beach, CA 90260

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and partners)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Okaloosa County, Florida to-wit:

Lot 1, Destiny Shores, a portion of Destiny, a planned unit development, according to the map or plat thereof as recorded in Plat Book 14, Page(s) 52, Public Records of Okaloosa County, Florida.

Parcel Identification Number: 002522008000000010

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes occurring subsequent to December 31, 2002.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written

BK: 2486 PG: 1125

Signed, sealed and delivered in our presence:

Nana BondWitness Name: Nana BondMichelle SibleyWitness Name: Lavette DithersLaurie J. BeckWitness Name: Jennifer GregoryAugusta P. PlessWitness Name: Angela CaracaG. Robert Beck (Seal)
G. Robert BeckLaurie J. Beck (Seal)
Laurie J. BeckState of Florida Georgia
County of Cherokee FloridaThe foregoing instrument was acknowledged before me this 23rd day of October, 2003 by G. Robert Beck and Laurie J. Beck, who ☐ are personally known or ☒ have produced a driver's license as identification

[Notary Seal]

Melissa Harris
Notary PublicPrinted Name: Melissa HarrisMy Commission Expires: 04/29/05

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 6, 2021

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 6.J.

TO: City Council

THRU: Rey Bailey, City Clerk
Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: December 1, 2021

SUBJECT: 1. Council representative to the Emerald Coast Regional Council

I. BACKGROUND:

II. DISCUSSION: Due to the recent vacancy on the City Council, the City Council representative for the Emerald Coast Regional Council needs to be filled.

Councilmember Hebert is currently the alternate for this seat. She plans to be absent from this City Council meeting, but she asked the City Attorney to include this item on his reports and inform the City Council that she is happy to fill the primary seat of the Emerald Coast Region Council. The City Council should also appoint an alternate to this seat.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to appoint Councilmember Hebert as the primary City Council representative for the Emerald Coast Regional Council and Councilmember _____ as the alternate.

Attachments:

None