

**REGULAR MEETING  
DESTIN CITY COUNCIL  
OCTOBER 1, 2018  
ANNEX COUNCIL CHAMBERS  
6:00 PM**

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

**CALL TO ORDER**

**INVOCATION (Pastor Steve Farris of First Baptist Church)**

**PLEDGE OF ALLEGIANCE**

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

**1. APPROVAL OF MINUTES**

- A. Approval of minutes of June 4, 2018 regular city council meeting
- B. Approval of minutes of May 21, 2018 regular city council meeting

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

- A. Request by Mr. David Krebs for Letter of Concurrence for 25-Foot Setback Waiver to Riparian Line
- B. Update on recent Harbor and Waterways Board discussions regarding observed waterway issues and potential solutions - Mr. Matthew Trammell, Harbor and Waterways Board Chairman

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

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

**4. CITY MANAGER REPORTS**

- A. Proposal for the re-design of Captain Royal Melvin Heritage Park & Plaza
- B. Resolution 18-37 FY2019 Law Enforcement Agreement
- C. Memorandum of Understanding-Structured Parking Solutions
- D. City Manager Candidates Update
- E. Resolution 18-29 Supporting Advanced Funding Agreement with FDOT for the Crosstown Connector
- F. 108 Sibert Avenue prospective purchase
- G. Announcements & Updates

**5. PUBLIC HEARINGS**

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

- A. Interlocal Agreement with the Destin Fire Control District for Beach Safety Services and Lifeguard Services; Resolution 18-35
- B. Animal Control Services Contracts; Resolutions 18-23, 18-24, 18-25
- C. Request Approval of Bid Number 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract; Resolution 18-34
- D. Request Approval of Microsoft Office 365 Licensing and Migration Services
- E. Contract Resolution 18-33 for the Florida Department of Transportation (FDOT) Right-of-way Landscape Maintenance within the Destin city limits with Ferrovial Services Infrastructure, Inc. formally known as Broadspectrum Infrastructure, Inc.
- F. Reimbursement to Councilmember Skip Overdier for expenses incurred while attending the Florida League of Cities Legislative Policy Committee meeting at Orlando, Florida, on September 13-15, 2018
- G. Resolution 18-38, authorizing the City Clerk to provide notice of proposed ordinance relating to communications facilities in city rights-of-way to the Secretary of State at least ten days prior to October 15, 2018, which is 10 days prior to first reading of the ordinance.
- H. NW FL Track Club, Inc. - Request for use of Right of Way / Destin Rodeo Run 5k
- I. Resolution 18-39 - Supporting the Destin Water Users, Inc., and their participation in the "Imagine a Day Without Water" campaign

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

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Dixon
- D. Councilmember Overdier
- E. Councilmember Marler
  - 1) Discussion of the City Charter regarding the process of hiring and terminating the services of the City Manager and City Attorney
- F. Councilmember Destin
  - 1) Solutions to private pay-to-park and traffic congestion
- G. Councilmember Morgan
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

**8. ADJOURN**



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

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

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

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

**Please visit our agenda center on the city website at [www.cityofdestin.com/agendas](http://www.cityofdestin.com/agendas)**

**MINUTES  
REGULAR MEETING  
DESTIN CITY COUNCIL  
JUNE 4, 2018  
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 Chatham Morgan  
Councilmember Parker Destin  
Councilmember Cyron Marler

Councilmember Tuffy Dixon  
Councilmember Rodney Braden  
Councilmember Prebble Ramswell  
Councilmember Skip Overdier

**Destin City Staff**

City Manager Carisse LeJeune  
Community Dev. Director Jennifer Bryla  
Deputy City Manager Steve Schmidt  
Public Information Manager Doug Rainer  
Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey  
HR Manager Karen Jankowski  
IT Manager Webb Warren  
Finance Director Bragg Farmer  
City Attorney Jeffrey Burns

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

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Reverend Kim Cannon of the Destin United Methodist Church gave the invocation; which was then followed by the Pledge of Allegiance.

**AGENDA APPROVAL**

**Motion by Councilmember Destin, seconded by Councilmember Morgan, to approve the agenda passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

**1. APPROVAL OF MINUTES**

A. Approval of minutes of May 21, 2018 council executive session (public meeting portion)

**Councilmember Marler moved to approve minutes of May 21, 2018 council executive session; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

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

A. Seeking vested right status for Dieter Blasbichler/Traship Holdings AG - David B. Pleat, Esq.

Attorney David Pleat came forward and stated that he represents Dieter Blasbichler/Traship Holdings A G that owns the Sea Oats Property on Old Hwy 98. He continued that Mr. Charlie Clary and Mr. Pat Ballasch of DAG Architects are also present at this meeting; adding that DAG Architects and his firm, Pleat & Perry, P.A. were part of the original Tier 3 team, along with Mr. Blasbichler, on behalf of his interest, 10 years ago when this item first came before the City Council. He requests grandfathering status under Policy 1-2.1.5 of the City's Comprehensive Plan of Mr. Blasbichler's Tier 3 project that was originally approved in 2008. The project began in May 2004 with a final development order. The original order which was a Tier 1 approval was on May 2, 2005. It was approved at that time as 4 stories, 64 unit, 50-foot tall project. Mr. Blasbichler came back in March 2008 to seek a Tier 3 designation, allowing for the project to go to 80 units, 5 stories, and 60 feet. It was approved by the Council with then Mayor Craig Barker casting the deciding vote. Conferred benefits were provided to the City without having the project come out of the ground and realize a profit. And then the recession and the oil spill hit in 2008 and beyond and completely depleting the real estate market and collapsing the value of this property and the interest in the development of the property at the time. There is now a renewed interest in the possibility of developing this parcel. The public benefit that was already provided to the City was the Tarpon Street public access. In addition, Mr. Blasbichler funded the development of 5 public parking spaces on Tarpon Street. Along with these public benefits to the City, Mr. Blasbichler had to commit under the development order to tier 3 enhancements, which include multi-modal pathway, trolley stops, enhanced landscaping, pedestrian amenities and underground utilities. The estimated cost for the easement to the beach and the construction of the boardwalk was \$49,500.00. The actual cost was \$37,648.81. The City agreed to pay part of the cost for construction of \$23,419.87. Mr. Blasbichler funded \$14,228.94 of the construction cost. The value of the land was difficult to assess; however, the City's meeting minutes reflect the City acknowledged a \$350,000.00 value to the easement to the land. The overall property value at the time was \$65,000 per square beach front foot. He further stated that Mr. Blasbichler is asking the City Council to consider the unique status of his project and the conferred benefit that has been going on for almost 10 years. The easement itself was recorded in 2006. While the tier 3 would allow up to 144 units, only 80 was sought, and that Mr. Blasbichler is more than willing, as a condition of any grandfathering, to restrict any tier 3 construction in the future to 80 units; adding that if he was to develop the property, it still must be reviewed for consistency with the current comprehensive plan.

Councilmember Destin suggests they table this item indefinitely into the future; noting they have a vested rights determination discussion later on the agenda that could help formulate a more formalized procedure for this type of issue.

**Councilmember Destin moved to table this item indefinitely; seconded by Councilmember Braden.**

Councilmember Ramswell pointed out there were three public benefits brought forward to the City – the easement, parking, and walkover.

Mr. Pleat replied affirmatively.

Councilmember Ramswell stated that from reading the meeting minutes of the City, she determined the easement had 6 access points, which would eventually be reduced to two; and that the actual easement deeded to the City was the relocation of one easement that was in between two parcels.

Mr. Pleat noted there was an entry point between the two parcels to provide access. The access point on the easternmost side of the parcels is a Kokomo Cove easement. The Tarpon Street easement is the 5-foot easement which the public currently uses.

Councilmember Ramswell maintains there were six different entry points, which was then reduced to two; and one was moved to the western boundary on Tarpon Street.

Mr. Pleat explained there was only one access point as it relates to public access. There were other access points for patrons of Sea Oats Property and building owners on the Traship parcel.

Councilmember Ramswell also noted from the minutes that current County Commissioner Kelly Windes expressed concern that parking is going to force people into a small area; making it more of a liability than a benefit to the City.

Mr. Pleat noted there would be two places to park – the five parking spaces and the public parking spaces that ran parallel at that intersection. If the development was completed, there would be additional enhancements under that project that would allow for multi-modal pathway, trolley stops and other pedestrian amenities.

Councilmember Ramswell pointed out that the letter the City received from Mr. Blashbichler seeking reimbursement for the walkover indicated that the reason he wanted to be reimbursed for it was because they were unable to get the project underway before the final deadline of March 28, 2015. She continued that the Council agreed on a subsequent date to go ahead and reimburse Mr. Blashbichler the \$23,419.87 he spent for construction. She also noted that the development order was null and void because it has completely expired.

Mr. Pleat remarked that Mr. Blashbichler still has to go through the analysis and the review for consistency under the tier 3 requirements in the comprehensive plan moving forward if he is grandfathered-in under the existing comprehensive plan. He also stated there were several one-year extensions to the development order brought forth by legislation during the economic downturn.

Councilmember Ramswell maintains there are no current tier 3 guidelines because tier 3 no longer exists.

According to Mr. Pleat, Mr. Blashbichler's project was approved under the previous development order at 5 stories, 60-foot and 80 units; which he was asking for consideration by the Council.

The Mayor called for a vote on the motion, which passes 5-2 (Council members Morgan, Destin, Overdier, Dixon and Braden voted “yes”; Council members Marler and Ramswell voted “no”).

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

Okaloosa County Commissioner Graham Fountain addressed agenda item 4C – *Proposed Resolution in support for a voter referendum for half-cent sales tax for Okaloosa County*. He stated that the County has a lot of great plans for the future that would benefit all its citizens and it would be very difficult if not impossible if they do not come up with some new revenue. They are also trying to transition away from charging property owners in the County, adding to the tax base on property, by looking at sales tax and other taxes. He further stated this item will be in the ballot in the upcoming election and urged Council’s support of the resolution.

Okaloosa County Administrator John Hofstad requested Council’s support of the half-cent sales tax for Okaloosa County. He stated they have a number of pressing needs within the County including getting much needed infrastructures completed. He also stated that the Board of County Commissioners is committed to it and stands in support of this Council and this community’s initiatives whether it be the cross-town connector, beach re-nourishment or East Pass dredging. He also feels there is a renewed sense of cooperation between the Board of County Commissioners and this Council.

Ms. Leigh Moore, representing Howard Group, stated they support the half-cent sales for much needed infrastructures in Okaloosa County and they believe it would benefit the entire County. She suggests the City finds out beforehand how the Council plans to spend the additional tax revenue.

Mr. Robert Perry, speaking on behalf of the Destin Chamber of Commerce, stated that the Chamber did not get behind this initiative until they know which projects would benefit from it. They have come up with the following 4 projects, which they have shared with the County Commissioners:

- Improvements to US Hwy 98/Stahlman Avenue intersection
- Installation of a traffic signal at the Commons Drive and Henderson Beach Drive intersection as well as other improvements for traffic flow in that area
- Add sidewalks for pedestrian safety along Commons Drive
- Improvements to drainage problem along Commons Drive

He continued that the above projects are outside the city limits of Destin but would be of benefit to the City.

Councilmember Morgan asked if the Chamber received a cost estimate from the County on these projects.

Mr. Perry stated they did not get specific cost estimates from the County; however, they are aware there would be approximately \$10 million in sales tax revenue over a 10-year period.

Ms. Jennifer Green, representing Expedia, owner of HomeAway and VRBO, spoke on agenda item 5A – *Registration of Short-term Rentals*. She stated they understand the disruption in neighborhoods as well as the citizens point of view with regards to short-term rentals. She stated that concerns about occupancy limits, licensing requirements and modifying rooms after the issuance of certificate of occupancy are valid concerns. However, they are concerned about having a responsible party residing within 30 miles of the rental property to address complaints. They would be available to advise the Council and provide some options without prohibiting out of state owners or those that live outside City limits, from renting their property because they do not know of anyone who lives nearby. She further stated that they understand the issue of weddings and large events, and advertising for these types of events; but, there are many different websites out there that one property could be listed on several different advertising platforms. They have a Stay Neighborly Program that tries to get everyone that advertises short-term rental homes to include information that the local community requires and help ensure they are working with local governments.

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

##### **A. Agent-Broker of Record for Health & Ancillary Benefits, RFP 1810HR**

The City Manager stated that staff solicited proposals for an Agent-Broker of Record for Health and Ancillary Benefits. Several proposals were received and opened at a public bid opening meeting on May 24, 2018. The City's Bid Committee met and approved a short listing of the proposers.

The Human Resources Manager Karen Jankowski noted that the following firms are appropriately licensed and credentialed:

- Barton, Fenstermaker, Tondello & Associates, LLC
- FBMC Benefits Management, Inc.
- Risk Management Associates, dba PRIA

She also stated that a ranking sheet is available if the Council wishes to rank these firms.

Councilmember Overdier stated that he would prefer to accept staff's recommendation rather than ranking the firms.

**Councilmember Overdier moved to authorize the City Manager to enter into an agreement for Agent-Broker of Record with Barton Fenstermaker Tondello and Associates, LLC; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”)**

##### **B. Vested Rights Determination Discussion**

The City Manager stated that the Future Land Use Element of the current City of Destin Comprehensive Plan, Policy 1-2.1-5: Grandfather Clause, states that “*Existing land uses that were lawfully conforming uses prior to the effective date of the comprehensive plan shall continue as lawful uses and shall be regulated through administrative remedies for vested rights*”

*issues that shall be included in the LDC.”* Currently, there are no existing administrative processes for determining vested rights written in the LDC, and staff is looking for policy direction from the City Council to establish an administrative process and criteria for future vested right determination. The meeting packet that had been provided to Council included a draft Grandfather Clause that could be converted into ordinance form and incorporated into the LDC as regulations that implement the comprehensive plan. The intent is to establish a procedure for vested rights determinations under Policy 1-2.1.5, in order to provide for an equitable process for the determination of whether a property owner has vested rights.

According to the City Attorney, if the Council wishes to give any developers vested rights in the future, it would make sense to formulate something in the form of an ordinance. He stated that the proposed language though very well written is designed for a comprehensive plan. He proposes to work with the Land Use Attorney in developing a simpler and clearer grandfathering language and then bringing it back for Council to evaluate and make their decision.

According to the City Manager, the language prepared by the Land Use Attorney is based in concept on the Bert Harris Act. If a property owner or developer wishes to come forward and request a vesting based upon the previous comprehensive plan, they would have the burden of proof in showing that the criteria leads to inequity or unfairness on the part of not being allowed to continue to develop their property under the previous comprehensive plan. Staff also feels the language the Land Use Attorney has put together is not necessarily complicated but gives them enough information to bring forward a report to Council that would allow them to make a policy decision as to whether or not the criteria has been met that would then invoke a vesting determination on the property or development.

Councilmember Destin stated they do not want to incorporate a language that is so vague that it would result in an avalanche of applications for vesting rights determination. He continued that he would support having the City Attorney and Land Use Attorney work together to come up with a grandfathering language with a sunset provision and a procedure to evaluate whether or not a property qualifies to be vested.

The Land Use Attorney stated that the proposed language is the language that is originally intended for the comprehensive plan. It was included in the agenda item as an example. The suggestion would be to put in into the form of an ordinance, for LDC form, and to include an appropriate sunset provision for the ordinance.

Councilmember Braden wants to see a plain and simple language in which no attorney would be able to find a loophole.

**Councilmember Destin moved to direct the Land Use Attorney and City Attorney to work together to develop a rubric or procedure, possibly based on the Land Use Attorney’s previous proposal, for a grandfathering language, to include a sunset provision; and bring it back for Council consideration. Councilmember Overdier provided a second to the motion.**

Councilmember Morgan stated that the entities with which the City entered into an annexation agreement are entitled to certain vested rights; and if they revert back to the old comprehensive plan and submit for the rights in which the Council voted on to give them when they were annexed into the City, they would be able to sue the City if it sunsets and they are not ready to build. In which case, it could render the effectiveness of the grandfathering clause for these annexation properties useless.

According to the Land Use Attorney, they have a year to build; however, if they are not ready to build within a year, they could request a vesting determination. It is a 5-year default, but it would depend on what changes are made to the vesting language as it is currently written. The default is 5 years, but the Council could grant more time if they feel a particular project can reasonably be vested for a longer period of time.

**The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

C. Proposed Resolution in support for a Voter Referendum Half-Cent Sales Tax for Okaloosa County

**Councilmember Dixon moved to approve Resolution 18-18 and authorize the Mayor to sign the proposed resolution and direct the City Clerk to forward Resolution 18-18 to the Okaloosa County League of Cities and the Okaloosa County Board of County Commissioners. Councilmember Braden provided a second to the motion.**

Capt. Charlie Nix of the Okaloosa County Sheriff's Department, expressed the department's support for the half-cent sales tax as it would definitely help them with their infrastructure and with public safety. He stated they currently have a heroine epidemic and overcrowding in their jails. Their training center badly needs an update and their medical examiner's office is in absolutely terrible condition and needs to be replaced. They are also one of the leaders in boating accidents in the State of Florida; and that the City's support of this referendum would also be a support for their local law enforcement and first responders.

The Mayor noted that the City of Destin was supposed to receive \$999,000 annually out of this proposed sales tax; which the City could spend on various projects such as the undergrounding of electric utilities, handling stormwater runoff issues and building some infrastructure on Commons Drive that would directly benefit the City. He added that the vote the Council is taking tonight is to merely support the County's initiative. The citizens of the County and the City would ultimately decide the outcome of the referendum.

Councilmember Morgan expressed concern they are being asked to support a \$200 million tax over a 10-year period without seeing how the money is going to be spent. He agrees that the City has capital projects that could use the money they would receive annually. He also believes the Sheriff's Office desperately needs money for their infrastructure. But, he would like to know how much of that money is going to the Sheriff's Office as well as to the projects the County has promised the Chamber that they would fund before they support this tax increase. He stated that the City of Destin contributed about 33 percent of all property taxes in 2017. They would also be paying the biggest portion of the sales tax as compared to other municipalities, but



he does not feel they would be getting enough in return. He suggests they table this issue until they get more information on how the sales tax revenue is going to be spent.

**Councilmember Morgan offered a substitute motion to continue this item to a later date; seconded by Councilmember Ramswell.**

The City Manager asked Mr. Hofstad if he has a general estimate on the amount of the projects the County presented to the Chamber of Commerce.

Mr. Hofstad stated they developed a list of needs for the County last year and the total costs far exceeds the available revenue coming in. There is a pressing need for over \$60 million just for storm water improvements alone. They have identified a number of projects in the County to include the PJ Adams corridor or southwest bypass, which this Council has previously supported by adopting a resolution. This project alone requires a commitment of \$25 million which the County does not currently have. They have also identified a number of projects in partnership with FDOT at Commons Drive and some intersection improvements through Destin to which the County could contribute dollars to accelerate these projects. In terms of the projects inside the jurisdiction of Destin, up to \$1 million annually and \$10 million over the life of the sales tax is available for the City to spend the way they see fit. In terms of public safety, the Sheriff's Office has provided the County an exhaustive list of needs. They have a growing list of capital projects. The County fully funds the Sheriff's Office through property taxes, and they are set to receive about a third of this revenue. They will also have a citizens oversight committee, a 5 person committee that will be appointed by the Board of County Commission to make recommendations in terms of priorities for these competing needs.

The City Manager asked if Destin is represented on the oversight committee.

Mr. Hofstad stated that the oversight committee has not been empaneled. The County has an item on their next meeting agenda for a re-draft of the referendum language. The panel will be appointed once it is approved by the commissioners. He also noted there is a State requirement to evaluate every jurisdiction in the State that is considering a local option sales tax to determine if there is a defined need for that particular jurisdiction.

Councilmember Dixon asked Mr. Hofstad to address the County's initiative towards easing the traffic on Hwy 85, which is the road their military installations use to conduct their mission.

Mr. Hofstad stated that he personally met with the 96<sup>th</sup> Test Wing Commander several times. The Base Commander has previously remarked that their number one mission impact is the inability to have needed resources, airmen and fuel, transferred over to Duke Field in time because of traffic on Hwy 85. He also stated that the Wing Commander provided the County a letter of support for their initiative.

Okaloosa County Commissioner Kelly Windes noted that the Citizens Committee would consist of 5 members, with each County Commissioner appointing a member. He assured the Council that at least one member of this committee would come from the city limits of Destin; and that he would consider any recommendations from this council.

The Mayor suggests the Council vote against the substitute motion and then adopts the resolution of support for the sales tax. He stated that the sales tax will ultimately be decided by the citizens of this County, not by the County Commissioners or the City Council. This tax will directly benefit the City, and with this Council deciding how the money will be spent. He added that improvements to the Sheriff's capability to serve the County as well as any infrastructure improvements, especially in transportation, would indirectly benefit the City.

Councilmember Destin expressed that the City and County need to work together as there are tremendous needs within the City of Destin and Okaloosa County as a whole. He continued that the City of Destin needs to start undergrounding their electric utilities in order to have a chance to compete with the likes of South Walton and other world-class destinations within the next 10 to 20 years.

Councilmember Ramswell provided the following estimated distribution of the \$19 million collected tax in 2017:

- Okaloosa County - \$12.6 million
- Crestview - \$1.8 million
- Fort Walton Beach - \$1.6 million
- Niceville - \$1 million
- Destin - \$998,000

She stated that Destin is the “cash cow” for the County and should be getting more in return; however, she realizes that Florida Statutes and not the County determine the distributions of tax funds. She also agrees they all have major needs and must learn to work together to accomplish their goals.

Councilmember Morgan stated he is withdrawing his substitute motion; but he still believes the City of Destin is entitled to a larger portion of the tax because they are contributing a lot more into the system.

**The Mayor called for a vote on the original motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

#### D. Announcement

The City Manager made the following announcements:

- Monday, June 11<sup>th</sup>, @ 5:30 p.m., City Hall Annex – Short Term Rental Workshop
- Wednesday, June 13<sup>th</sup>, @ 5:30 p.m., City Hall Annex – Joint Special Meeting of the CRA Board and Harbor CRA Advisory Committee on the Royal Melvin Heritage Park
- Wednesday, June 13<sup>th</sup>, @ 6:30 p.m., City Hall Annex – Special City Council Meeting on the Royal Melvin Heritage Park
- Friday, 9:00 a.m. to 5:00 p.m., City Hall Boardroom – City Council Strategic Visioning Session

## 5. PUBLIC HEARINGS

A. First reading of Ordinance 18-10-CC to amend Code of Ordinance Article VI Registration of Short-term rentals

The City Attorney read proposed Ordinance 18-10-CC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO SHORT-TERM RENTAL REGISTRATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES ARTICLE VI – REGISTRATION OF SHORT-TERM RENTALS; AMENDING SECTIONS 13-105 – 13-110, PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Seeing none, he close the public hearing and turned the matter over to the City Council for their discussion and consideration.

**Councilmember Overdier moved to approve Ordinance 18-10-CC on first reading and direct staff to schedule it for second reading; seconded by Councilmember Dixon.**

Councilmember Ramswell stated that in reviewing some of the Short Term Rental Task Force meeting minutes, she noticed that staff's recommendation vary from what the task force has recommended within the penalty phase. According to the minutes, there are three steps in the penalty phase; whereas, the recommendation from staff was only a flat \$200 fine.

The City Manager stated that they changed this one area of the penalty phase and that Community Development Director Jennifer Bryla would explain the changes that were made. She continued the purpose for this action was to get the maximum punitive action against the violator; and that it was discussed thoroughly with Ms. Bryla and the Land Use Attorney.

Ms. Bryla explained that one of the recommendations from the task force was to limit the ability of short-term rental owners to rent their property. She stated that in her experience with short-term rentals, she does not believe this is an effective way to regulate the owners' behavior. Losing their ability to register their property does not matter because experience dictates they would rent their property anyway. It would then be up to code enforcement to catch the violators in the act; otherwise they would come up with various excuses. The way the regulation is currently written, violators would be brought before the City's Special Magistrate who can impose a fine up to \$250 a day for code violation. They believe this would be a more impactful punishment for the short-term rental. They have been very successful in getting people to register their rental property. They have a data base which they closely monitor to make sure they catch unregistered rental properties located within the City's jurisdiction; and to require them to register each year or provide documentation of their homestead.

The City Manager added that the punitive action could also be increased. The City could impose a \$250 a day fine; but the State would allow them to impose up to \$500 a day, which would severely cut into the profit margin of property owners. The City could also put a lien on their property, if necessary. They believe this would be more punitive than taking away their ability to register their property because they are going to rent their property anyway and the City would have the burden of trying to catch them in the act.

Councilmember Ramswell asked where that entire process is written in the ordinance.

Ms. Bryla noted that Section 13-110 states that, *“If a property owner fails to register their short-term rental unit in a timely manner, fines will be imposed consistent with the schedule of fees as amended. If a property owner fails to register their short-term rental unit within 90 days of receipt of the notice to register, the property owner is subject to code enforcement proceedings.”* She stated that staff would bring the amended fee schedule, which is done by resolution, at the second reading of this ordinance.

Councilmember Ramswell asked if rather than saying “subject to code enforcement proceedings” which she believes is vague, if they should specify the violation and the actual proceeding.

According to the Land Use Attorney, this language was intended to be broad so they could be subject violators to all code enforcement proceedings rather than limiting it to a certain one. Fines would be imposed by the Special Magistrate, but staff generally asks for a maximum daily fine of \$250 a day for the first violation, and then \$500 a day fine for a repeat violation. She added that short-term rentals are not homestead property and so if the City imposes a lien on the property, the City could then foreclose on the lien after three months.

Councilmember Ramswell stated she would prefer they stay with the original recommendations from the task force because they put so much effort in developing them. She asked staff why they feel the solution they came up with was better than the recommendations from the task force.

The City Manager explained that the Council asked staff to bring the task force’s recommendations back in the form of an ordinance. Part of staff’s responsibilities is to analyze the recommendations so that they could fit into the ordinance. They were trying to find the maximum punitive action that would force people to register their short-term rental properties. They felt that taking the owners’ ability to register their rental homes would not be that punitive because they would rent them anyway and then it becomes a different process of trying to catch them in the act. Whereas, if they start paying a fine imposed by the Special Magistrate, it would hurt them more because it would cut into their profit margin.

According to the Land Use Attorney, they there were also some legal concerns about the language because according to State Statutes, they cannot prohibit short-term rentals. It could be interpreted as prohibiting a short-term rental by denying them the ability to register; thereby giving them a reason to sue the City.

Councilmember Ramswell argues that prohibiting short-term rentals from registering would only be as a punitive device because they lost the privilege; to which the Land Use Attorney stated could certainly be their defense.

The Mayor stated that the task force was represented by full-time residents of the City as well as short-term rental owners/managers. They worked very hard in formulating their recommendations, including a unanimous decision in this particular case; but, he believes that the language staff has provided not only lives up to the intent of the task force's recommendation, but actually made it better by injecting more enforcement power into it.

Ms. Patti Brown, a member of the Short-Term Rental Task Force, stated that she initially did not agree with the changes staff made to their recommendation; however, after additional research and after discussing this issue with the Community Development Director, she now believes these are valid changes. She continued that Flagler County tried to prohibit owners from renting their houses, but failed because it is against Florida Statutes. However, she would recommend escalating the fines because it would certainly cut into owners' profits and would serve as deterrent for repeat violators.

The City Attorney noted there is an upcoming workshop on short-term rentals during which they may receive more suggested changes. He recommends passing the current version of the proposed ordinance so they could have something in place this summer. If there is a consensus later on to change the language, they could amend the ordinance again.

The City Manager recommends approving the proposed ordinance on first and second reading; and whatever changes come out of the workshop, they could bring back as an additional ordinance.

Mr. Darryl Shelton, a member of the Short-Term Rental Task Force, stated that he and the other members of the task force that are present in tonight's meeting agree with Ms. Brown's recommendation to go forward with the proposed ordinance as written; adding that staff explained the changes better tonight than the task force previously understood them.

**The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").**

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

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

- A. Councilmember Braden
- B. Councilmember Ramswell

Councilmember Ramswell noted that she was appointed to Veterans Florida in 2014 by the Florida Senate President. This committee looks to give opportunities and helps in making the transition from military to veteran status easier as well as to keep military veterans in Florida. During a meeting this week, they gave out their first annual Vetepreneur of the Year Award,

which rewards people who have come up with good ideas and completed the training and different programs that are being offered to help them realize some goals.

- C. Councilmember Dixon
- D. Councilmember Overdier
- E. Councilmember Marler

Councilmember Marler stated that during a tropical storm when a warning was issued that vessels and any floating structures need to be put in safe harbor, an individual put his barge on safe harbor and later was issued a Notice to Appear before the Special Magistrate because he violated a City Ordinance. He continued he was advised by the City Attorney that during a natural disaster, the City Manager has the authority to suspend the ordinance; however, the ordinance did not include a provision for non-motorized floating structures. He suggests they revisit the code in the near future and make provisions for natural disasters to try to be fair with everybody. He asked that this item be placed on the next agenda for discussion.

The City Manager asked for some clarifications with regards to the actual discussion on this issue. She stated that by code she has the authority to make decisions as they relate to this matter. She made a decision to have the Crab Island boating structure removed from Marler Bayou based on a complaint of a resident who was afraid it would create damage to his property. Other boating structures that were in the East Pass seemed to be far enough away to pose any danger to other property or vessel. They asked the marine unit to deal with this issue per the City code and because of the complaint from a property owner.

Councilmember Marler would discuss this issue with the City Manager.

- F. Councilmember Destin
- G. Councilmember Morgan

Councilmember Morgan asked the City Manager to send the revised Department of Business and Professional Regulations Crab Island letter to Council for review before sending the letter out.

- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

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

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

**MINUTES  
REGULAR MEETING  
DESTIN CITY COUNCIL  
MAY 21, 2018  
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 Pro Tem Prebble Ramswell  
Councilmember Chatham Morgan  
Councilmember Parker Destin  
Councilmember Cyron Marler

Councilmember Rodney Braden  
Councilmember Tuffy Dixon  
Councilmember Skip Overdier

**Destin City Staff**

City Manager Carisse LeJeune  
Community Dev Director Jennifer Bryla  
Development Manager Steve Schmidt  
Building Official Noell Bell  
Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey  
City Engineer David Campbell  
IT Manager Webb Warren  
City Attorney Jeffrey Burns

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

Mayor Pro Tem Prebble Ramswell called the meeting to order at 6:00 PM. She called for a moment of silence; which was then followed by the Pledge of Allegiance.

**AGENDA APPROVAL**

Councilmember Overdier requested that item 7J (1) be pulled from the agenda.

The Land Use Attorney request that item 7I(1) – Executive Session announcement be added under her portion of the agenda.

**Motion by Councilmember Morgan, seconded by Councilmember Marler, to approve the agenda, as modified, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

At approximately 6:05 p.m., the Mayor Pro Tem temporarily adjourned the regular city council meeting, and convened an Executive Session.

**Executive Session:**

***B.I. Inc, Dewey Destin Harborside LLC, Plaintiff, vs. CITY OF DESTIN, FLORIDA, Defendant, in the Circuit/County Court of the First Judicial Circuit, in and for Okaloosa County, Florida, Case No. 2016-CA-003672F***

At approximately 7:15 p.m., the Mayor Pro Tem re-convened the regular city council meeting.

**1. APPROVAL OF MINUTES**

A) Approval of minutes of March 5, 2018 regular city council meeting

**Motion by Councilmember Marler, seconded by Councilmember Braden, to approve minutes of March 5, 2018 regular city council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

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

A) Quarterly Recycling Diversion Report from Waste Management – Ms. Pamela Ducas

Ms. Pamela Ducas of Waste Management, Inc. provided the following recycling diversion report:

- In October 2017, the City of Destin awarded a new contract to Waste Management, Inc. The City was able to standardize and enhance some of the services
- Garbage collection, recycling service, yard service, waste and bulk collections were consolidated
  - ❖ Neighborhood pick-up is now 3 days a week
- Garbage collection – Tuesdays/Fridays
- Recycling Service – Tuesdays
- Yard Waste – Fridays
- Bulk Collections – Mondays
- Upgrade to 96-gallon cart
- Single stream recycling. Acceptable recycling materials
  - ❖ Chipboard and Boxboard
  - ❖ Paper bags
  - ❖ Phone books, catalogs and magazines
  - ❖ Newspapers
  - ❖ Paper cardboard, dairy and juice containers
  - ❖ Junk mail
  - ❖ Glass bottles and jars
  - ❖ Office and school paper
  - ❖ Cardboard
  - ❖ Plastic bottles and containers
  - ❖ Aluminum cans
  - ❖ Tin and steel cans
- Yard waste limited to 4 cubic yards. Customized service being offered to those having a bigger pile of more than 4 cubic yards
- Valet service started in spring
  - ❖ Targeting short-term rental housing
  - ❖ Flyers have been disseminated
  - ❖ Back door service will be provided
    - Two men and a truck
    - Physically pick up the garbage and bring it to the truck



- Occurs between check-out and check-in time of guests (sometime between 11:00 a.m. and 7:00 p.m.)
- ❖ This is a pilot program, but definitely making a lot of progress

Councilmember Dixon asked if Waste Management was charging their customers \$250.00 to pick up their yard waste

Ms. Ducas stated that yard waste is limited to 4 cubic yards. A customized service will be offered for anything larger than 4 cubic yards. The district manager will evaluate the size of the pile and provide a quote. Minimum fee is \$175.00 plus \$10.00 per ton disposal fee.

Councilmember Braden stated that a lot of the residents prefer a Monday rather than a Friday pickup because they clean their yards on weekend.

Ms. Ducas stated they would take that under advisement.

Councilmember Overdier asked why they do not offer recycling for commercial properties.

Ms. Ducas stated that they offer recycling for commercial businesses, but not under the franchise agreement. They have a dedicated sales representative that meets and makes arrangements with business owners.

Mayor Pro Tem Ramswell asked if they have received any complaints that the once a week pick-up even with the 96-gallon container is not adequate.

Ms. Ducas stated they have a designated person that monitors the calls; however, she is not aware of receiving any negative calls about this issue.

#### B) Local Mitigation Strategy (LMS) update

The City's Stormwater Management Coordinator Steven Bahena provided the 2016 City of Destin Annual Progress Report on Local Mitigation Strategy (LMS) and Community Rating System (CRS).

- In 2016, Okaloosa County and all its municipalities adopted a substantially revised version of the 2011 Local Mitigation Strategy (LMS). This program is administered in coordination with the Community Ratings system (CRS), and allows for a comprehensive analysis of the County and municipalities' floodplain areas, floodplain management strategies, as well as analyses of all other hazards by which the County is threatened. The LMS serves as the County's and participating municipalities' Hazard Mitigation Plan as required in Section 510 of the CRS Coordinator's Manual
- Projects Currently Under Construction
  - ❖ Stormwater swales for Calhoun Avenue
    - Establish the roadside swale system for this area
      - Hazards mitigated: flood from hurricane and severe storms
  - ❖ Portable generators for traffic signals
    - Provide a post-storm power source for traffic signals to move traffic and free up emergency personnel for other efforts

- Hazards mitigated: All hazards
- ❖ Permanent stabilization of Norriego Point
  - Provides protection to Destin Harbor. Project anticipates stabilizing or hardening the point for improved storm protection, minimizing harbor channel shoaling and preserve habitat and recreational areas provided by the point
    - Hazards mitigated: Beach erosion and storm surge
- Projects completed
  - ❖ Stormwater swales and retention for Sandalwood Drive
  - ❖ Stormwater swales and retention for Joe's Bayou area
  - ❖ Stormwater swales and retention for Kelly Street area
  - ❖ Stormwater swales and retention for Maltezos Street area
  - ❖ Replace culvers and swale system in Indian Bayou Subdivision

#### C) Harbor Boardwalk lighting – Mr. John Hall

Mr. John Hall asked for City Council's permission to keep the previously approved LED string lights attached to 6 City owned light poles at HarborWalk Village that enhance the docks of the Destin Fishing Fleet. He assured the Council that HarborWalk does not utilize the City power; and that if request is approved, HarborWalk would reapply for the permit and ensure electrical is allocated to HarborWalk, and in short order apply for a final inspection.

Councilmember Morgan asked if they would be able to consider similar requests from other entities on a case by case basis if they decide to approve this request.

The City Attorney opined this is not the proper venue for making this type of request; adding that by law they are in violation of the City code. They may have to present their case before the City's Board of Adjustment.

Councilmember Braden stated it was his understanding a permit was issued for this action.

Building Official Noell Bell noted there was a permit issued to connect two 20-amp circuit and 200-foot of string lights to the City-owned light poles. A site plan was also submitted showing installation of two additional light poles on two other locations in the City; adding it may not be very cleared to staff when the permit was approved that the string lights were being connected to the City-owned poles or the poles HarborWalk was installing.

The City Manager asked if the permits were ever inspected.

Ms. Bell stated the recent inspection she conducted did not reveal any code violations. The string lights are tied in to the City's electrical service, which only has one 20-amp circuit.

According to the City Manager, it is currently a code enforcement action, and that she has instructed staff to inform the HarborWalk Village those lights needed to come down from the City poles. She has also met with Mr. Hall, Mr. Bruce Craul and Mr. Paul Van Leeuwen, the new Chief Operating Officer of HarborWalk Village replacing Mr. Craul, who asked if they could continue to maintain the lights. She added that even if a new permit was applied for, she could not approve it as the City Manager because it is a private entity utilizing public infrastructure. They asked if they could come and request a policy decision from the Council based upon the information they

provided and their assertion that it is a public benefit. She asked for the City Attorney's opinion before the City Council gives any policy decision in this matter.

The City Attorney stated that the Council cannot get involved in this matter because of an active code enforcement process; which is independent of the City Council.

According to the Community Development Director Jennifer Bryla, code enforcement met with Emerald Grande representatives and directed them to take the lights down because they are a private entity and they are utilizing a public infrastructure. She continued they were supposed to remove the lights within 7 days; but the City Manager temporarily stayed that action until a decision is made by the City Council.

Councilmember Braden expressed his reservations about the City issuing a permit and HarborWalk going through the expense of putting the lights up and then asking them to take them down.

The City Attorney noted that the Council is essentially being asked to change the code to allow this type of condition to exist; which is the type of policy decision they could make that would apply to everyone in the City.

Councilmember Braden asked why this is considered a code violation when it was permitted by the City.

The City Manager stated that a permit should have never been issued; but, since it transpired, she is willing to stay the removal of the lights until the applicants had a chance to go before the Special Magistrate for the violation. If the Special Magistrate rules against them, then they would have to take down the lights.

Mr. Hall stated that the lights provide an aesthetic value to the docks, and enhance the value of the experience on the boardwalk.

Councilmember Dixon stated that he looked at the situation and does not have any problems with the lights. He also informed that the lights were removed from the City's electrical system.

Ms. Bell noted that the lights are currently tied to the City's power; however, Mr. Hall informed them they would re-permit to disconnect them from the City's power and put it on their own power.

The City Attorney advised the Council of their options. They could direct the ordinance to be changed to allow this condition to exist in certain situations and enter a moratorium on the enforcement of it; refer the applicant to the Board of Adjustment, or wait for the Special Magistrate to determine whether or not it is a code violation.

Councilmember Destin suggests they stay the code enforcement action and allow the applicant to seek for a variance before the Board of Adjustment.

The Land Use Attorney stated they could go back and see if there is a specific provision in the code dealing with this issue. If so, then the Board of Adjustment is the appropriate process.

Otherwise, it would be more appropriate to change the code and bring it before the Council for approval.

Councilmember Ramswell asked if this was an ordinance issue or just an error in the permitting process.

Ms. Bell stated it was more of a permitting issue because staff was unsure of where the lights were actually being installed during the application process.

Councilmember Ramswell stated the error was not caught since a follow up inspection on the permitting was not conducted.

Ms. Bell reasoned that follow up inspections are not conducted until the permit holder notifies the City they are ready for the inspection, which did not happen.

After further discussion, the Council reached a consensus to have the Land Use Attorney and staff to seek specific provision in the code dealing with this issue. If there is such a provision, staff will bring this issue before the BOA for variance. In the event there is not an applicable ordinance, staff will prepare a resolution that has policy exceptions, when and under what circumstances this item might be permitted, and an indemnity agreement; and then bring it back to Council for approval.

D) Contract between the City of Destin and the Emerald Coast Baseball League – Mr. Paul McDowell

Mr. Paul McDowell, Director of the Emerald Coast Baseball League, discussed the possibility of the City of Destin entering a team in the 2019 inaugural season of the Emerald Coast Baseball League, a southern version of the legendary Cape Cod Baseball League south east of Boston, Massachusetts, which draws 300,000 fans each year. He stated that the league will attract the best collegiate baseball players in the country to municipalities along the 98 corridor, where teams are being established. Municipalities and counties in Okaloosa, Walton, Santa Rosa and Bay are entering teams in the league. Summer collegiate baseball leagues promote tourism, provide fund-raising opportunities for schools and sponsoring municipalities, enhance the quality of life for tourists and local residents, and provide wholesome, family-centric summer evening entertainment. Ticket sale revenue and concessions generated by host school goes entirely to host school, or to host school and municipality if municipality desire to share in revenue. School provides field access and support services in exchange for opportunity to enjoy ticket sales and concession revenue. Initial franchise purchase fee is \$50,000 and then there is an annual renewal fee of \$40,000. The City would contract with the league. The team will play in Fort Walton Beach until suitable facility in Destin is available, but will be called and marketed as the Destin Cobia. The league will play in Destin as soon as a suitable facility is ready.

Councilmember Braden expressed concern about this initiative costing the City approximately \$130,000 over a three-year period.

Mr. McDowell stated that the revenue goes to the school, but the City has the option to take 20 percent of all ticket sales and concessions at games.

Councilmember Overdier asked if the City could legally participate in this league.

According to the City Attorney, it would depend on what they are getting in return. It seems they would be buying rights to a baseball team, which would then be considered employees of the City and would open up a lot of issues. Employment laws would apply and the City would be required to find summer jobs for the baseball players. The Council does not have to make any decisions on this matter tonight; but if they are seriously considering this matter, he could determine the legality of a municipality owning a professional baseball team. He could also meet with the Human Resources Manager to discuss additional insurance costs and the type of policy that needs to be in place.

Councilmember Destin asked Mr. McDowell to bring back a list of other municipalities or public entities that actually own a sports team.

Councilmember Dixon stated he would not be supporting this idea because as a City, they would not be able to accommodate other organizations that may come before the City proposing a similar idea relative to other sports; adding they should not accommodate one if they cannot accommodate all.

The City Manager noted they do not have anything in the budget to support this initiative; however, if the Council is interested, they could have this discussion in the upcoming budget workshop.

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

The Mayor Pro Tem read into the record the following contents of a Public Comments Card (Yellow Card):

- City lights temporarily hooked up to Luther's circuit breaker
- Observed a new water taxis in Royal Melvin Heritage Park over the weekend. Observed them signing contracts. Unsure of where they are actually parking

She then passed the information to the City Manager to follow up.

Mr. Dewey Destin, a Destin resident and business owner, addressed agenda item 4B – *Capt. Royal Melvin Heritage Park – Harbor CRA Advisory Committee Recommendations*. He stated that they appeared twice in front of the advisory committee asking them to take whatever measure is necessary to preserve the Heritage Oak on their property. They provided them supporting documentations from a certified horticulturists and arborists that the tree would be severely impacted by the construction; and that the committee has been supportive of that request.

Mr. Donald Van Wagner, a Destin resident, spoke on agenda item 4C – *Update Report on the Harbor Pump*. He stated they are hoping to receive a favorable reply by the City Council to move forward with the new pump. The current pump worked well from 2006 when it was installed up until 2013 when its operation became inconsistent; and then stopped working entirely in July 2016. In June 2017, the Council approved the amount of \$45,000 to fix the pump. The pump was re-installed in July 2017; but, it did not function properly. He urged Council to move forward with a brand new pump.

Ms. Leigh Moore, representing the Howard Group, addressed agenda item 4C - *Resolution of support for Crestview Hwy 85 by-pass*. She stated she is happy to see municipalities in the region supporting one another. She stated that the staff report also mentioned that the Board of County Commissioners (BOCC) voted to fund the City of Destin's Crosstown Connector transportation project from Tourist Development Bed-Tax funding. She expressed her gratitude to the BOCC, the Tourist Development Council (TDC) Board, and anyone in the City involved in the process.

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

##### **A. Business Tax Receipt (BTR) Equity Study Commission Recommendations**

The City Manager noted that during the City Council's July 28, 2016 meeting, she was directed to review the City's Business Tax Ordinance, also known as Business Tax Receipts (BTR). The Council determined the current ordinance needs revisions providing greater equitability between businesses. In addition, the BTR process should include enforcement powers that encourage code compliance. The Florida Statue requires that, "before adopting a reclassification and revision ordinance for BTRs, the municipality or county must establish an equity study commission and appoint its members. Each member of the study commission must be a representative of the business community within the local government's jurisdiction. The commission shall recommend to the appropriate local government a classification system and rate structures for business taxes. On April 2017, the Destin City Council approved a BTR Equity Study Commission, with each Council member and the Mayor appointing one representative to the Commission. The Commission met monthly to discuss the current fee schedule as well as analyzed other similar jurisdictions throughout the State. The group reviewed each business and compared the businesses to the Standard Industrial Classification Codes (SIC) to ensure all business structures and practices were covered. They reviewed the proposal fees line by line to determine if they were equitable and in-line with other similar sized jurisdictions. The result is being presented as a unanimous recommendation by the commission.

**Councilmember Overdier moved to approve the recommendations of the BTR Equity Study Commission and direct the City Manager to make the necessary changes to ordinances and bring back to City Council for adoption; seconded by Councilmember Destin.**

Councilmember Morgan stated that he cannot support approving all the recommendations. He does not think they are raising the fees on certain businesses. He asked how much additional revenue the City will receive from the increased fees.

The City Manager stated they currently do not have that information; but, they currently receive approximately \$140,000 a year from BTR fees. She continued that the increases were set to make up with increases overtime since they have not increased the fees since 1992.

Mr. Ken Wampler, the Equity Study Commission Chairman, discussed the methodology behind some of the fee changes. Mr. Wampler stated that the BTR ordinance has not been updated since 1992. They feel they need to have an ordinance that stays firm and have a fee schedule in the form of a resolution that was separate from the ordinance so they could change the fees as often as they want without having to amend the ordinance. They also addressed a lot of the deficiencies in the ordinance as they relate to penalties. They look at other comparable cities and reviewed their fee structure. Since they have not had a fee increase since 1992, they agreed on a 30 percent increase across the board. They also broke out a lot of the businesses that were not detailed under

the current ordinance. They now have a fee schedule that is a lot more detailed, making it easier for a business operator to figure out how much to pay, what the fee is based on (i.e., unit or employees).

Councilmember Morgan asked if the City's Permitting Manager Susan Destin is on board with these changes.

The City Manager replied affirmatively; stating that Ms. Destin was a big part of the commission along with two staff members and the Land Use Attorney. They attended all the meetings. She also stated that Ms. Destin's knowledge and expertise were invaluable to the commission during the entire process.

Councilmember Morgan does not think this is the right time to send this kind of message because their attempt to increase the property tax met a lot of opposition. However, he likes the idea of separating the ordinance from the fee schedule because they can change the fee schedule that establishes the fee structure without having to amend the ordinance; and so for that reason he would support passing the ordinance and then discussing the fee structure later.

The City Attorney and Councilmember Morgan asked for clarifications regarding recommendation #1(b) that reads, *"Provide 14 calendar days grace period during which the business can apply for a BTR without having to pay penalties or back taxes, allowing them to operate in the interim; unless the problems is with the application itself at which time the BTR will not be issued until the problem is corrected. Inform businesses the exact amount they should pay if they do so within 14 calendar days, 30, 60, or 90 days of the notice; and then apply a stiff penalty after 90 days of non-payment to include closing down the business."*

The Land Use Attorney explained that the 14 calendar days is intended to mean the businesses get a notice and then have 14 calendar days to pay the fees and get the BTR; and that the "30, 60, or 90 days" is intended to distinguish the different penalties based on how long it takes for them to pay; with the penalty increasing every 30 days.

Councilmember Morgan pointed out that the problem with the 90 days grace period is that a lot of the businesses would set up in May and be gone by the end of July and may not even operate for 90 days. He suggests changing it to just 30 days.

There was some discussion relative to penalties.

Councilmember Morgan stated that a penalty of 25 percent of the business tax due is not much of a deterrent.

The Land Use Attorney noted that language is statutory. However, they could go before the Special Magistrate who can impose a daily fine of \$250.00, and that a lien could be put on the property.

**The Mayor Pro Tem called for a vote on the motion, which passes 7-0. (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").**

B. Capt. Royal Melvin Heritage park - Harbor CRA Advisory Committee recommendations

According to the City Engineer, the City council reviewed the current plans and voted to send them back to the Harbor CRA Advisory Committee for their review and recommendation relating to the following issues:

- Parking space requirement on site
- Restrooms moved to the top of the hill/lift station requirements
- Alternate method to comply with ADA
- Maintaining more of the bluff
- Moved path further away from the west boundary
- Adjust the pathway so that the Magnolia, Oak and Cedar trees are not removed

He stated they presented the plans to the advisory committee and received the following recommendations:

- Move the pathway away from the area of large oak trees located on the adjacent property (B.I., Inc.)
- Preserve as much of the bluff as possible
- Provide three handicap spaces on the property

The City Engineer provided the following comments relative to above recommendations.

- Moving the pathway away from the tree roots on the adjacent property will require adjusting all of the park elements from the road to the proposed building. It will require adjustment to the 12" water main design that is currently located 10' from the west property line. The wall and pathway should be located no closer than 10' to the west property line because this area will be disturbed by the water main adjustment
- Staff will need clarity as to what is meant by preserving as much of the bluff as possible. Currently, the bluff has been penetrated by a driveway and greatly disturbed by the existing parking lot and wood retaining wall. The proposed design is to replace the wood retaining wall area with a concrete stage/restroom facility/museum resource room. The top of the stage will be the approximate elevation of the top of the existing retaining wall
- Providing parking on the site offers challenges to the current design of the park. The concept of the park is to be accessed by pedestrians in the harbor district, much like the boardwalk itself. If they were to locate the parking onsite and allow vehicles to enter the walkway area, it would create a conflict with vehicles and pedestrians, something the City's comprehensive plan discourages relating to parks. If they locate the parking onsite and allow access to the spaces from either adjacent property owner, the City would require an access agreement and easement from the adjacent property owner, which could in the future, hinder the adjacent property owner's flexibility in any future development of their property. This option is less intrusive to the park but requires the cooperation with adjacent property owners. The third option would be to utilize the existing Marler Street public parking lot which currently has six handicap spaces as required by the Americans with Disabilities Act

Councilmember Morgan stated he is not in favor of turning the Heritage Park into a vehicular park; adding he was under the notion the parking ordinance previously brought forth



before the Council would have assisted in being able to move the handicapped space requirements across the street to Marler Parking Lot. He asked if they could tailor the ordinance to the park specifically.

Mr. Campbell stated they could tailor it to parks specifically and not to general business.

Councilmember Ramswell noted that in her review of the original management plan and the schematics, she learned that parking was not to be provided in the Heritage Park at all. She asked if the reason they are doing so now was because of the LDC change.

According to Mr. Campbell, parking has always been in the LDC; adding that the interpretation they received from the Planning Department in the last two years was that handicapped parking was required on that site.

At this time, Mr. Mike Buckingham, Chairman of the Harbor CRA Advisory Committee, spoke on the issue. He stated that back in 2013-2014 timeframe, when this plan was brought before the committee, it was a general view from above. They developed some concerns when the parking issue was brought up. They asked why parking was part of the demolition plan and why it was on the Destin Fleet's property; but, they did not get a good answer at the time. He continued that the committee had been asking to see an update to the plans during the past two years because they have some concerns and they need some time to address these concerns prior to bringing the plans to the Council for approval. However, the answer they received from staff was the committee had already approved the plans, and that they are moving forward with them. Some of their concerns are as follows:

- The band stand faces due south rather than due west, which is preferred by the Council
- The plans show tent-like covers going westward
- There is about a 12-foot elevation; like a big valley that goes all the way through the street
- There is no place for recreation except when they get down to the bottom of the water

Councilmember Braden noted there is no flat area at all in the entire park. He asked which direction they plan to move the 12-inch water main.

According to Mr. Campbell, they would move it down and as far to the east as possible and away from the western property line to help preserve the trees and to make sure Destin Water Users has the appropriate easement. He continued that the current plan is to move it because the elevation is changing; adding it was the direction given to the engineer.

Councilmember Braden asked who gave the direction to the engineer.

Mr. Campbell stated it might have been the CRA advisory board seated at the time.

Mr. Buckingham noted he has been a member of the advisory committee since its inception in 2010 and that the only thing that was provided to them was the 2013 plan, which was a general view from above. He continued they have been asking for the plans the last two years to see where

the elevation was going and to make sure the park is handicapped accessible among other things; but, the plans were not presented to them until a few months ago.

Councilmember Overdier stated that the current location of the water line seems to cut across the roots of one of the trees; adding that moving the pipe now and putting the wall in should not damage the trees any further.

Mr. Campbell stated that the water line cuts across the roots of all the trees. He continued it is being moved because the grades are changing and there would not be sufficient cover under this design to protect the water line. He recommends using it as the line of demarcation; adding that to go any closer to the tree roots would be unnecessary.

Mr. Buckingham opined that the wall would have a huge impact on the tree; adding that the pipe was probably put in over 40 years ago when the tree was small and did not create much damaged to the tree.

Mr. Campbell stated that the tree is probably 200 years old.

Councilmember Ramswell stated that the root system might have grown around the pipe, and to move the pipe would require digging into the root system.

Councilmember Overdier asked if the reason for the slope was to be ADA compliant.

Mr. Campbell explained that the objective was to make the walkway, from US Hwy 98 to the harbor, as comfortable for the public as possible. It was supposed to be the “Gateway to the Boardwalk.” The slope also meets ADA standards where they do not have to do switchbacks or landings. The slope would accommodate a consistent grade.

Councilmember Overdier stated that Heritage Park is going to be a walkway and not a park because it looks like they are walking down through a valley. There is also an area that is so steep it is not going to be usable.

Mr. Campbell stated that area would be a promenade, and that it all ties in to the fishing museum; which is a big part of the grant that was given to the City. The museum has to be a huge part of the Heritage Park. The plan was to put stones all the way down the 20-foot walkway that takes people either forward or backward in time for milestones at Destin’s history. The red wall is intended to showcase fishing records. There would be an opportunity at the top of the hill to put in a children’s playground. There is also a place at the bottom of the hill for a gathering.

Councilmember Marler noted that the makeup of the advisory committee and the CRA Board changes at every election. He stated he was not in office in 2008 when some of the plans were created. Each council and advisory committee keeps changing the plans every time new members come in with different ideas. He also pointed out the part of the area they have been discussing would include the restrooms and the fishing museum resource room.

Councilmember Dixon suggests they schedule a special meeting discuss this particular topic only and invite the advisory committee.

The City Attorney recommends scheduling a joint meeting for members of the Harbor CRA Advisory Committee and the CRA Board; and then Councilmember Destin, as the CRA Board Chairman, to provide the specific date for the meeting.

**Councilmember Dixon moved to schedule a joint special meeting of the Harbor CRA Advisory Committee and CRA Board to discuss this particular topic, seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

After a brief discussion, Councilmember Destin set a joint CRA meeting date of June 13, 2018 at 5:30 PM.

The City Attorney recommends setting up a special City Council meeting immediately following the joint session to vote on any issues developed during the joint session.

**Councilmember Dixon moved to convene a special City Council meeting immediately following the conclusion of the joint special meeting of the Harbor CRA Advisory Committee and the CRA Board to vote on any issues developed during the joint CRA session; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

#### C. Update report on the Harbor Pump

Mr. Campbell gave a report on the Harbor Pump to the Council. He noted that in 1992, the original harbor pump station was designed, constructed and placed into service. The 1992 Florida Department of Environmental Regulation permit states in part, *“The estimated extent of pump operation is two weeks to 17 days each time dissolved oxygen drops below state standards. This time frame is based on the volume of water that must be moved in Old Pass Lagoon in order to replace a substantial portion of the existing volume. The system is constructed so that tidal flow from the Gulf to the Lagoon will be allowed to pass through the pump station during periods when the pump is not operating. This will reduce the necessity for frequent pumping and allow circulation through the pipe during the entire year. The pump itself should be removed from the SUMP in the pump station during the winter month to allow routine maintenance, reduce corrosion potential,, and increase the tidal flow.”* He also stated that by 2004, the original pump had reached the end of its useful life. The wet well was designed for the original pump, not the Morrison pump that was installed in 2004. In 2005, one year after the new Morrison pump was installed, the pump head shaft coupling failed because the bolts on the suction belt loosened due to high frequency pump vibration caused by vortex action. AAG Services, Inc. removed the pump and delivered it to their Panama City shop where it was dismantled and examined. AAG used original Morrison Pump parts for the rebuild but did not replace the propeller and suction bell. Because of the cost of replacement of these parts, it was decided to repair them in-house. The existing suction bell was welded and the propeller was welded and dynamically balanced. The pump was reinstalled and ran for approximately 8 hours, when the aberrations sensors shut down the pump. The next step would be to remove the pump and replace the rehabilitated propeller and suction bell with new Mission parts. The new parts alone would cost in excess of \$37,000 minus labor. Even if they replace the parts, they are still left with the situation of dealing with the high frequency vibrations and constant maintenance issues that existed since the pump was installed. Installing vortex suppressing panels and replacing factory parts could amount to an experiment in excess of \$100,000. A new 50,000 gpm pump can cost in excess of \$450,000 utilizing the existing control panel. Given the fact that

the permit only requires two weeks to 17 days of pump operations to increase the dissolved oxygen in the harbor, one option is to reduce the size of the pump and increase the pumping period to three weeks or more. The benefits would be to the reduced energy cost to operate the pump, the reduce cost of removing the pump for maintenance, and the elimination of vortex action in the well. A pump capable of pumping 35,000 gpm would cost approximately \$200,000 to \$250,000 installed.

Councilmember Ramswell stated it was her understanding the Morrison pump that was installed was smaller than the original pump; leading to some vibrations and mis-calibrations. She asked why they should not go with the size of the pump for which the well was built.

Mr. Campbell stated that the pump from the original permit from 1992 was for 50-60,000 gallons per minute. The current pump is a 50,000 gallons per minute pump and roughly the same size as the original pump.

Councilmember Ramswell stated that the wet well was designed for the original pump and not the Morrison pump that was installed in 2004. She asked if this could be a factor.

Mr. Campbell explained it was a different kind of pump. The original pump was a submersible pump and it had the motor in line with the pump shaft. Going back to the pump the well was originally built for would be another option; but, it would just be a little more expensive than a smaller pump. The current pump costs the City \$6,000 each time they take it out, and another \$6,000 to put it back in because they have to rent a crane.

Councilmember Destin stated they need to know what they could actually afford and what could be more feasible, as well as the funding source.

**Councilmember Destin moved to continue this item to the second meeting in June; and direct staff to bring back feasible options, with estimated costs; seconded by Councilmember Dixon. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

D. Resolution 18-14 – Regulation of Commercial Activity and Overnight Mooring on Crab Island Pursuant to House Bill 7043

**Councilmember Marler moved to table this item to the first or second meeting in June. Motion dies for lack of a second.**

The Land Use Attorney stated that she presented this resolution to the Council at the last meeting, during which the Council directed her to modify the resolution by removing section 3, which supported the phasing out of commercial activity in Crab Island over 2 to 4 years. She was also directed to include new language to encourage the prohibition on distribution of alcohol at Crab Island. She stated that both actions have been accomplished and the revised resolution is before the City Council for consideration tonight.

**Councilmember Braden moved to adopt Resolution 18-14 and direct the City Clerk to forward resolution to the Okaloosa County Board of County commissioners immediately upon adoption; seconded by Councilmember Dixon.**

Councilmember Morgan informed the rest of the Council that he has spoken with the City Manager about drafting a letter to the Law Enforcement Bureau of the Department of Business and Professional Regulation Division of Alcoholic Beverages and Tobacco and petitioning them to hold the businesses on Crab Island to the same standard as every land based businesses in Florida. He would like to copy the State Senator, State Representative Mel Ponder and the Okaloosa Board of Commissioners, to let them know there are businesses that are illegally distributing alcoholic beverages on Crab Island.

**Councilmember Braden offered an amended motion to adopt Resolution 18-14 and direct the City Clerk to forward resolution to the Okaloosa County Board of County commissioners immediately upon adoption. Also, to direct the City Manager to draft a letter to the Department of Business and Professional Regulation Division of Alcoholic Beverages and Tobacco, specifically their Bureau of Law Enforcement, copy the State Senator and State Representative Mel Ponder and the Okaloosa Board of County Commissioners, letting them know there are businesses that are illegally distributing alcoholic beverages on Crab Island. Councilmember Dixon provided a second to the motion. Motion passed 6-1(Council members Morgan, Destin, Overdier, Dixon, Ramswell and Braden voted “yes”; Councilmember Marler voted “no”).**

E. Resolution 18-17 – Resolution of support for Crestview Hwy 85 by-pass

According to the City Manager, the Board of County Commissioners (BOCC), at their May 15, 2018 meeting, voted to fund the City of Destin’s Crosstown Connector transportation project from Tourist Development Council (TDC) Bed-Tax funding in the amount of \$4.8 million over a period of three years. The City of Destin will now be able to build the project in 2021, and it will not be necessary to apply for Triumph funding. The BOCC will be applying for Triumph funding for the Crestview Highway 85 Bypass project, and due to the regional impact of the transportation project, would ask that the City of Destin, along with other municipalities in Okaloosa County, support the project through legislative resolution.

**Councilmember Braden moved to approve Resolution 18-17 and direct the City Clerk to provide a copy of the approved resolution to Okaloosa County; seconded by Councilmember Destin.**

Councilmember Overdier stated they have to be cognizant of the fact they are showing support for the County as the County is showing a lot of support for the City. They need to make the County understand that Destin is part of Okaloosa County and that taking care of the County’s needs is also part of the City’s responsibility.

**Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

F. Announcements

The City Manager made the following announcements:

- June 11<sup>th</sup> at 5:30 p.m. – Short Term Rental workshop
- June 13<sup>th</sup> at 5:30 p.m. – Joint Special meeting of the Harbor CRA Advisory Committee and CRA Board, followed by a Special City Council meeting
- June 15<sup>th</sup> – Council Visioning Session

## 5. PUBLIC HEARINGS

- A) Second reading of Ordinance 18-06-LC, which amends several Articles of the City's Land Development Code to improve regulatory efficiency and revise inconsistent, incorrect or outdated language

The City Attorney read proposed Ordinance 18-06-LC by title; and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO ESTABLISHING THE TECHNICAL REVIEW COMMITTEE (TRC) TO STREAMLINE THE PROCESS OF DEVELOPMENT REVIEW; PROVIDING FOR AMENDMENT TO ARTICLE 2 – ADMINISTRATION REVISING THE DEVELOPMENT REVIEW PROCESS; PROVIDING FOR AMENDMENTS TO ARTICLE 3 – DEFINITIONS, YARD; PROVIDING FOR AMENDMENT TO ARTICLE 5 – GENERAL PROVISIONS; PROVIDING MODIFICATION TO ARTICLE 6 – CONCURRENCY MANAGEMENT SYSTEM; PROVIDING FOR AMENDMENT TO ARTICLE 20 – BUILDING REGULATIONS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Councilmember Destin moved to send proposed Ordinance 18-06-LC back to first reading in the second meeting in June; seconded by Councilmember Braden.**

Councilmember Destin noted he has reasons not to support the adoption of this ordinance with regards to the makeup of the membership of the Technical Review Committee (TRC). Though he feels handing over the development review and approval process to this particular committee makes sense, he has some reservations over the threshold of where a minor or major development would trigger a review by the Council, and that he would like the Council to gain more understanding of this issue.

**Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

- B) Second reading of Ordinance 18-08-LC, which repeals the provisions of Ordinance 17-23-LC, otherwise known as “Tree Ordinance”

The City Attorney read proposed Ordinance 18-08-LC by title; and then presented it to the Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA REPEALING ORDINANCE NUMBER 17-23-LC, OTHERWISE KNOWN AS THE “TREE ORDINANCE,” PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR REMOVAL FROM THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor Pro Tem opened a public hearing to receive comments for or against the proposed ordinance. Seeing none, the Mayor Pro Tem closed the public hearing portion of this item and sent it back to the Council for discussion and consideration.

**Councilmember Dixon moved to approve Ordinance 18-08-LC on second reading; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

- C) Application to install 8’ x 41’ dock to replace the previous 4’ x 41’ dock, and a boat ramp – Mr. Stan Shipp / 821 Cross Street / Marine Construction

The City Attorney announced there is a code enforcement hearing tomorrow on this particular issue and advised the Council to limit their discussion after staff and the applicant had provided their presentations and after comments from the public.

Community Development Director Jennifer Bryla stated she has thoroughly reviewed the agenda packet relating to this subject matter that has been provided to the Council tonight and found all the information to be accurate.

Attorney David Powell, representing Mr. Stan Shipp, the applicant on this matter, discussed the City’s Harbor and Waterways Board’s review and reversal of their original decision regarding this application. He commented that Marler’s Bayou may be privately owned, which is potentially outside of the City’s jurisdiction based on a previous City Attorney’s opinion. He noted that in 2013, when Mr. Mike Buckingham and Mr. Ming applied to have the City vacate a portion of Calhoun Avenue, the City Attorney at the time rendered an opinion that the submerged lands comprising Marler’s Bayou are privately owned and do not constitute sovereign submerged lands to the State of Florida. Mr. Powell stated that one of the Harbor and Waterways Board’s functions is to review plans for developments on Destin waterways. He stated that the original application was for a 4-foot wide dock, an 8-foot wide dock, and a boat ramp, which the Board initially approved. However, in dealings with the Florida Department of Environmental Protection (FDEP), the 8-foot dock was built, but the 4-foot dock was torn down and the boat ramp was not constructed. The applicant is asking that an 8-foot wide dock essentially replace the 4-foot wide dock and for the Council to allow this application to move forward. He also stated that the Board approved the original application and then essentially denied the resubmission of the application because of the way they believed the dock would be used. The applicant is asking the Council to be treated as any other citizens of Destin and approve this request; and that if the City believes he is improperly using his property, to bring a violation against him.

The Mayor Pro Tem opened a public hearing to receive comments for or against this application. Having none, the Mayor Pro Tem closed the public hearing and turned the matter over to the City Council for discussion and consideration.

**Councilmember Dixon moved to deny the requested improvements to 821 Cross Street, and direct staff to move forward with the Notice of Violations for removal of unpermitted construction. Councilmember Braden provided a second to the motion. Motion passed 6-1, (Council members Morgan, Destin, Overdier, Dixon, Ramswell and Braden voted “yes”; Councilmember Marler voted “no”).**

**6. \*CONSENT AGENDA**

- A) Indian Bayou drainage improvements

**Motion by Councilmember Marler, seconded by Councilmember Ramswell, to approve Consent Agenda item #6A, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”).**

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

- A. Councilmember Braden  
B. Councilmember Ramswell

The Mayor Pro Tem announced that Gulf Power has been sold to NextEra, the owner of Florida Power and Light.

- C. Councilmember Dixon  
D. Councilmember Overdier

Councilmember Overdier asked that they revisit discussion related to the half-cent sales tax on the June 4<sup>th</sup> Council meeting.

- E. Councilmember Marler  
F. Councilmember Destin  
(1) Discussion regarding updates and revisions to an anti-gambling ordinance

Councilmember Destin announced that the Supreme Court recently struck down a portion of the 1990’s federal law that limited sports book betting to Nevada. The ruling gives the authority back to all 50 states to decide whether or not to allow sports book betting within their territories. He continued that it is best for the City of Destin to make sure if it ever came to the State of Florida to least it is not within the jurisdictional boundaries of the City. He also stated he took the liberty of drafting an ordinance and he would like the Council’s authorization to provide a copy of this draft to the City staff, City Attorney and Land Use Attorney for review and to make any necessary changes, and then bring it back for first reading.

Councilmember Ramswell noted that when she brought this item up a couple of years ago, the City Attorney at the time crafted a gambling resolution. She asked that they review this resolution along with the draft ordinance.

According to the Land Use Attorney, there is a provision in the Land Development Code (LDC) that gambling industries and casino hotels are prohibited in all districts.

The City Attorney noted that this added provision would be included in the City’s Code of Ordinances establishing a violation for gambling acts in the City in addition to the prohibitions in the LDC.

It was the consensus of the Council to provide the draft ordinance to the City’s Land Use Attorney, City Attorney and staff for their review, and to make the necessary changes, and then bring it back to Council for first reading.



- G. Councilmember Morgan
- H. Mayor Jarvis
- I. Land Use Attorney

The Land Use Attorney announced that an Executive Session will be held on June 4, 2018 at 5:00 PM for the following case:

*CITY OF DESTIN, DEPARTMENT OF CODE ENFORCEMENT, Appellant/Petitioner, vs. BROOKE ANDRY, 3609 WAVERLY CIRCLE, LLC, GRAHAM HILL and KIMBERLY N. HILL, Appellees/Respondents, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida, Case No. 2017-CA-002297-F.*

- J. City Attorney
  - (1) Creating Tree Ordinance Committee and Recreational Fishing Committee

This item was pulled from the agenda.

Having no further business at this time, the meeting was adjourned at 10:30 PM.

**ATTEST:**

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**Gary Jarvis, Mayor**

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**Rey Bailey, City Clerk**

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Action Item

**TO:** City Council

**THRU:** Kimberly Kopp, Land Use Attorney

**FROM:** Lance Johnson, Interim City Manager

**DATE:** September 18, 2018

**SUBJECT:** Request by Mr. David Krebs for Letter of Concurrence for 25-Foot Setback Waiver to Riparian Line

**I. BACKGROUND:** The applicant is seeking a letter of concurrence from the City, which owns property adjacent to the applicant, to waive the 25-foot setback to the riparian line. This letter is required by FDEP (prior to permit issuance) as the proposed dock extension is within 25 feet of the property owner's riparian line. Of note, no structures or boat slips are proposed within the City's riparian waters. The setback waiver and associated permit drawings are provided in the agenda backup material.

**II. DISCUSSION:** The applicant is looking to extend his existing dock further seaward. The proposed extension would encroach upon the 25 foot setback from the applicant's riparian rights lines, unless the applicant obtains a waiver of such setback requirement from FDEP. Because the City of Destin is the adjacent property owner to the applicant's property, the applicant is requesting approval from the City to this request.

Section 18-21.004(3)(d), of the Florida Administrative Code, provides in relevant part that all structures and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines, **except if a letter of concurrency is obtained from the adjacent upland riparian owner.**

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

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

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:** I move to approve the request for a letter of concurrency to waive the

25-foot setback to the riparian line, and direct the City Manager to execute the letter of concurrency.

**Attachments:**

1. 0975\_setback\_waiver\_ltr (1)

## LETTER OF CONCURRENCE FOR SETBACK WAIVER

TO: \_\_\_\_\_ (owner/applicant)  
\_\_\_\_\_  
\_\_\_\_\_ (address of project)

File No.: \_\_\_\_\_

FROM: \_\_\_\_\_ (adjacent property owner)  
\_\_\_\_\_  
\_\_\_\_\_

Section 18-21.004(3)(d), Florida Administrative Code, provides:

**Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the setbacks are:** private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; **when a letter of concurrence is obtained from the affected adjacent upland riparian owner;** or when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources.

I hereby state that I am the owner of the adjacent upland riparian property located to the (north / south / east / west) of the facility or activity proposed to be constructed or conducted by \_\_\_\_\_ (the applicant), as shown in the above referenced file (and on the attached drawing). **I understand that the subject project will be located entirely within the applicant's riparian rights area, and I do not object to the proposed structure or activity being located within the area required as a setback distance from the common riparian rights line, as required by Chapter 18-21.004(3)(d), F.A.C.** This file shows the structure will be located entirely within the applicant's riparian rights area and within \_\_\_\_\_ feet of the common riparian rights line between our parcels.

\_\_\_\_\_  
(Original signature of adjacent owner)

\_\_\_\_\_  
(Date signed)

\_\_\_\_\_  
(Printed name of adjacent owner)

**This form is not adopted by rule; therefore, any letter of concurrence of similar content may be accepted.**

**LETTER OF CONCURRENCE FOR SETBACK WAIVER**

**PAGE 2 – DRAWING, SKETCH, OR SURVEY OF PROPOSED DOCK LOCATION**

**INSERT DRAWING HERE**

Drawing should show the distance of the structure or activities  
from the riparian rights lines.

\_\_\_\_\_ (Initials of adjacent owner)

\_\_\_\_\_ (Date)

**SPEAKER'S FORM**  
City of Destin Council Meeting

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

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

The City appreciates your cooperation and adherence to these guidelines.

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**\*\*\*\*\* PLEASE PRINT \*\*\*\*\***

**DATE OF REQUEST:** 9/25/2018      **\*COUNCIL MEETING DATE:** 10/1/2018

**\*NAME:** Matthew Trammell      **\*PHONE #:** 850-375-8651

**ADDRESS:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**TOPIC/ISSUE** Brief update on recent Harbor and Waterways Board discussions regarding observed waterway issues and potential solutions.

**\*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?**  
Yes. This presentation has been discussed at length over the past 4-6 Harbor Board meetings.

**\*DESIRED ACTION BY COUNCIL?** Request general concurrence and direction regarding the vision for Destin's waterways and future Harbor and Waterways Board initiatives.

**PRESENTATION MATERIALS ATTACHED?:** YES X NO \_\_\_\_\_ **# OF PAGES** 5

The background of the slide is a light gray gradient with several realistic water droplets of various sizes scattered across it, particularly concentrated in the top left and bottom right corners.

# **DESTIN HARBOR AND WATERWAYS BOARD**

## **WATERWAY ISSUES AND POTENTIAL SOLUTIONS**

**OCTOBER 1, 2018**

## Water Quality

| Potential Issues              | Potential Solutions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sewage Pollution*</b>      | <ol style="list-style-type: none"> <li>1. Education / Outreach / Signage / Flyers <ol style="list-style-type: none"> <li>a. Signage Along Harbor Waterfront, Signs at Storm Drains, Flyers/Pamphlets throughout Harbor</li> <li>b. "No Discharge Zone" Signage within Destin Harbor</li> </ol> </li> <li>2. Increased Enforcement / Stiffer Fines <ol style="list-style-type: none"> <li>a. Increased City Code Enforcement</li> <li>b. Possible Code Revisions</li> </ol> </li> <li>3. Increased Public Sewage Pumpout Facilities <ol style="list-style-type: none"> <li>a. Incentives for Private Marinas to Provide Public Facilities / Use</li> <li>b. Large-Scale Public Facilities at City Parks</li> <li>c. Research Funding for Pumpout Facilities at Public or Private Marinas / Docks (BP-Related Funding, State Grants, Etc.)</li> </ol> </li> <li>4. Tracking Commercial Vessel Pumpouts</li> <li>5. Additional Public Restroom Facilities along Harbor Waterfront</li> </ol> |
| <b>Dissolved Oxygen*</b>      | <ol style="list-style-type: none"> <li>1. Pump Station Improvements / Reconstruction</li> <li>2. Pump Station Fixed Budget for Operation &amp; Maintenance</li> <li>3. Oxygen Treatments, Aeration, Etc.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Nutrients / Turbidity*</b> | <ol style="list-style-type: none"> <li>1. Enhanced Stormwater Treatment <ol style="list-style-type: none"> <li>a. Work with DWU to Identify Potential Problem Areas</li> <li>b. Reduce / Minimize Direct Outfalls</li> <li>c. Enhanced Treatment within Upland Areas</li> </ol> </li> <li>2. Living Shoreline Projects within Watershed (Marsh Grass/Oyster Beds, etc.) <ol style="list-style-type: none"> <li>a. Work with CBA and HIIA to Identify Willing Property Owners and Potential Target Areas</li> </ol> </li> <li>3. Regulations on Fertilizer Use Along Upland Properties</li> <li>4. Regulations on Gravel Lots Within Watershed Area</li> <li>5. Education / Outreach Within Local Watershed <ol style="list-style-type: none"> <li>a. Flyers/Pamphlets to Waterfront Owners, Etc.</li> </ol> </li> <li>6. Possible Code Revisions to Encourage Natural/Living Shorelines and/or Limit Hard Structures</li> </ol>                                                           |

\* City of Destin and/or Okaloosa County may consider additional or refined WQ testing to clearly identify pollution sources and improved solutions



## Water Quality (continued)

| Potential Issues                                                                    | Potential Solutions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trash</b><br>(cigarette butts, bottles/cans, plastic bags, fish carcasses, etc.) | <ol style="list-style-type: none"> <li>Education / Outreach / Signage <ol style="list-style-type: none"> <li>Signage Along Harbor Waterfront, Signs at Storm Drains, Flyers/Pamphlets Throughout Harbor</li> <li>"Keep Destin Harbor Clean" Banners, Etc.</li> </ol> </li> <li>Additional Trash Receptacles <ol style="list-style-type: none"> <li>Fixed Trash Receptacles Along Harbor Waterfront (Possibly Including Local Art)</li> <li>Floating Trash Receptacles in Problem Areas</li> <li>Recycling Containers Along Harbor Waterfront</li> </ol> </li> <li>Increased Enforcement / Stiffer Fines <ol style="list-style-type: none"> <li>Increased City Code Enforcement</li> <li>Possible Code Revisions</li> </ol> </li> <li>Organized Clean-Up Efforts (Volunteer or Funded) <ol style="list-style-type: none"> <li>Parks Dept. or TDC Funded</li> <li>Purchasing Additional Cleaning Equipment</li> </ol> </li> <li>Designated Bins for Fish Carcasses at Private and/or Public Marinas</li> <li>Designate "No Smoking" Areas Along Harbor or Prohibit All Smoking Along Harbor</li> <li>Work with DWU to Identify Potential Problem Areas and Install Trash Grating</li> <li>Water Fountains Along Harbor Boardwalk (to reduce water bottle usage)</li> <li>Plastic Bag Ban (?)</li> </ol> |
| <b>Heavy Metals / Oils / Grease*</b>                                                | <ol style="list-style-type: none"> <li>Increased Incentives for Boat Lifts or Non-Leaching Dock Materials</li> <li>Reporting System for Oil Spills / Slicks</li> <li>Increased Enforcement / Stiffer Fines <ol style="list-style-type: none"> <li>Increased City Code Enforcement</li> <li>Possible Code Revisions</li> </ol> </li> <li>Organized Battery / Trash Removal Within Waterbody</li> <li>Enhanced Testing to Identify Source Pollutants</li> <li>Hire an Environmental Intern Next Summer to Compile &amp; Review WQ Data</li> <li>Environmental Dredging within "Hot Spots"</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

\* City of Destin and/or Okaloosa County may consider additional or refined WQ testing to clearly identify pollution sources and improved solutions

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

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

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**TO:** City Council

**THRU:** Bragg Farmer, Finance Director  
David Campbell, Public Services Director

**FROM:** Lance Johnson, Interim City Manager

**DATE:** September 19, 2018

**SUBJECT:** Proposal for the re-design of Captain Royal Melvin Heritage Park & Plaza

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## **I. BACKGROUND:**

On August 20, 2018, City Council motioned to approve the recommended design changes, to Captain Royal Melvin Heritage Park & Plaza, as adopted by the Community Redevelopment Agency Board of Directors (CRA Board). The approved design changes were outlined as follows:

The handicap parking be moved to either willing adjacent property owner or to the Marler Street Parking Lot;

The sidewalk above bluff grade be moved to minimally affect any existing trees on the property or adjacent properties;

The bluff be maintained and that a gradual ramp be constructed along the west property line all the way down to the harbor boardwalk, allowing for switchbacks running perpendicular;

The bathrooms and the resource room stay on the lower southern part of the property and be incorporated into the bluff;

When the bathrooms are redesigned to fit the bluff that the bathrooms and bandstand be designed to face due south, and that there not be any shades or canopies on either the east or west sides, but only over the top of the bandstand;

To incorporate more of the park elements above the bluff grade.

In addition, staff was directed to go out for rebid if the estimate for the design changes exceeded \$30,000.00. Staff has received a proposal from Tetra Tech, Inc. in the amount of

\$27,790.00 to modify the previously prepared drawings and to incorporate the approved design changes.

**II. DISCUSSION:** If Council is agreeable to the proposal, staff requests that Council authorizes the City Manager to execute the agreement on behalf of the City and proceed with the work as outlined. If Council is not agreeable to the proposal, staff requests direction from Council as how to proceed.

**A. Link to Strategic Goals / Objectives:** I. Enhanced Quality of Life; Goal I.E Improve and expand the City's library, parks and recreational services.

**B. Effect on Budget (EOB):** The City has budgeted funds available in the recreation impact fee funding to cover the cost of the re-design of the park.

**C. Level of Service (LOS):** There will be no impact to the level of service.

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:** I move that Council authorize the Interim City Manager to execute Tetra Tech Work Order No. 29, Amendment No. 5 in the amount of \$27,790.00 for the re-design of Captain Royal Melvin Heritage Park and make a budget amendment to fund the redesign with recreation impact fees.

Attachments:

1. Tetra Tech Work Order 29,  
Amendment No. 5



**WORK ORDER NO. 29, AMENDMENT NO. 5**  
**UNDER**  
**CITY OF DESTIN, FLORIDA,**  
**AGREEMENT FOR PROFESSIONAL SERVICES, NO. A-WOC133-01-07,**  
**DATED JANUARY 29, 2007**

|                  | Consultant                                                                           | Client                                                                     |
|------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Name             | Tetra Tech, Inc.                                                                     | City of Destin                                                             |
| Street Address   | 201 East Pine Street, Suite 1000                                                     | 4200 Indian Bayou Trail                                                    |
| City, State, Zip | Orlando, Florida 32801                                                               | Destin, Florida 32541                                                      |
| Contact Person   | Tim Vanderwalker, P.E.                                                               | David Campbell, P.E.                                                       |
| Telephone        | 407-839-3955                                                                         | 850-837-4242                                                               |
| Fax              | 407-839-3790                                                                         | 850-837-9693                                                               |
| E-Mail           | <a href="mailto:tim.vanderwalker@tetrattech.com">tim.vanderwalker@tetrattech.com</a> | <a href="mailto:dcampbell@cityofdestin.com">dcampbell@cityofdestin.com</a> |

**Date Amendment Prepared:** September 14, 2018

**Project Identification: Name:** Royal Melvin Heritage Park and Plaza Design and Permitting

**Tt Project No:** 200-08535-14002      **Location:** Destin, Florida

**AMENDED SCOPE OF WORK**

This project involves additional services required to modify previously prepared design drawings per the request of the Client. The following items have been requested by the Client's Harbor District Community Redevelopment Agency (CRA) Advisory Committee (CRAAC) and Board:

1. Sidewalk above the bluff grade shall be moved to minimally impact existing trees on the property or adjacent properties as determined by a licensed arborist.
2. Bluff shall be maintained, and a ramp be designed into the project that is ADA-compliant along the west property line from Harbor Boulevard to the harbor boardwalk, allowing for switchbacks running perpendicular to the bluff.
3. Bathrooms and the resource room included in the previously prepared designs shall remain on the lower southern part of the property and the designed revised to incorporate into the bluff.
4. The bathrooms and bandstand shall be designed to face due south, and there shall not be any shade or canopy structures on either the east or west sides, but only directly over the top of the bandstand.
5. Incorporate Park elements identified by the Client previously designed below the bluff to be above the bluff grade.

**Task I: Schematic Concept Development**

To facilitate forming a consensus regarding the proposed design revisions, a revised site plan and building floor plan will be developed to a concept level design for review and comment by the CRAAC. This concept revision will include the following: general grading of site to closely match the existing bluff topography, siting and general grading of proposed ramp including switchbacks, revised restroom and resource room building floor plan, siting of building.

The schematic concept drawing prepared will be general in nature to provide adequate detail, including pertinent dimensions, of the revised programming to the site for discussion and comment purposes. This task includes the development of one schematic site plan. A maximum of three revisions are assumed and will be based on Client's Staff, CRAAC, and CRA Board review.

**Task II: Meetings**

This task will include presentation of the schematic concept during concept development at two CRAAC meetings, as well as one CRA Board meeting. Based on input from the CRAAC provided at the first CRAAC meeting, the Schematic Concept will be further developed to illustrate the desired programming. This will be presented to the CRAAC for acceptance and recommendation for presentation to the CRA Board. The CRA Board will be presented the Final Schematic Concept Update for final acceptance. Meetings with Client Staff will be held via conference call.



### Task III: Design Drawing Revisions

Upon acceptance of the revised Schematic Concept by the CRAAC and CRA Board as developed during Task I and Task II, necessary changes will be made to the design documents previously prepared in preparation for Client bidding. It is anticipated that the site configuration, utility design, building location, grading, drainage, landscaping, hardscaping, and other appurtenances will be affected by the design revisions. The following drawings are included in the previously submitted 90% Design Submittal and are anticipated for revision. These revisions would be incorporated into the Final Design Submittal and prepared for the Client to competitively bid.

- Overall Site Plan
- Demo and Erosion Protection and Sedimentation Control Plan
- Utility Adjustment Plan and Profile
- Grading and Drainage Plan
- Civil Details
- Floor Plan and Code Analysis
- Roof Plan/Reflecting Ceiling Plan/and Details
- Exterior and Interior Elevations
- Architectural Details
- Architectural Schedules and Details
- Foundation Plan
- Wall Sections
- Structural Details
- Electrical Site Plan and Demolition
- Electrical Building Site Plan
- Plumbing Sanitary Plan and Riser
- Plumbing Pressure Piping Plan and Riser
- HVAC Plan
- Overall Site Landscape Plan
- Hardscape Plan
- Layout Plan
- Landscape Grading Plan
- Signage Plan
- Site Details
- Site Sections
- Planting Plan
- Lighting Plan

#### Assumptions:

1. The programming items listed will be the sole factors in consideration for revising the programming of the site. Additional factors or programming elements brought forward in subsequent CRAAC or CRA Board meetings are considered additional services.
2. Meetings do not include public workshop or development of any materials beyond one site plan developed to a schematic level of design.
3. Revisions to the design drawings will be based on programming set forth by the Schematic Concept and commence upon acceptance by the CRA Board of the Schematic Concept.

### AMENDED SCHEDULE OF WORK

Services described under Scope of Work above will begin upon receipt of signed Work Order.

### AMENDED FEE

Consultant will provide the above-described services on a lump sum basis. All reimbursable expenses will be additional straight costs (no markup) as agreed upon in our Agreement.

|                                      |                    |
|--------------------------------------|--------------------|
| Task I Schematic Concept Development | \$9,750.00         |
| Task II Meetings                     | \$4,250.00         |
| Task III Revised Final Design        | <u>\$13,790.00</u> |
| <b>TOTAL</b>                         | <b>\$27,790.00</b> |

ACCEPTED BY:

Consultant's Authorized Signature

Michael B. Bomar, P.E.  
Vice President

AUTHORIZED BY:

Client's Authorized Signature

Printed Name

Title

Date Executed

*This work order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.*

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

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

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager

**FROM:** Bragg Farmer, Finance Director

**DATE:** September 24, 2018

**SUBJECT:** Resolution 18-37 FY2019 Law Enforcement Agreement

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**I. BACKGROUND:** The City contracts with the Okaloosa County Sheriff's (OCSO) office for law enforcement services. The current contract expires on September 30, 2018 which coincides with the City fiscal year.

**II. DISCUSSION:** Each year the City Manager negotiates a renewal of the law enforcement agreement with OCSO. Council's acceptance of this agreement is detailed through Resolution 18-37. The proposed FY2019 contract reflects a 9.4% increase for the basic sheriff services and a marine patrol unit. Total staffing increases from 20 to 21 full time positions which includes an additional investigator (2) and front desk position.

**A. Link to Strategic Goals / Objectives:** Enhanced Quality of Life for Citizens and Visitors.

**B. Effect on Budget (EOB):** The FY2019 budget reflects the current proposal from the sheriff of \$2,160,199.

**C. Level of Service (LOS):** The FY2019 contract maintains a consistent level of law enforcement services for the City of Destin residents. In cooperation with the OCSO, key performance measures will be presented quarterly.

**III. CONCLUSION:** Law enforcement services within the City of Destin is provided by the Okaloosa County Sheriff's Office through the Law Enforcement Service Agreement negotiated each year. The proposed agreement totals \$2,160,199 and runs from October 1, 2018 through September 30, 2019.

**IV. RECOMMENDED MOTION:** I move that Council adopt Resolution 18-37 accepting the FY2019 Law Enforcement Service Agreement to provide law

enforcement services to the City of Destin by the Okaloosa County Sheriff's Office from October 1, 2018 to September 31, 2019.

Attachments:

1. Resolution 18-37 - FY2019 Sheriff's Contract
2. Sheriff's Contract FY18-19 Destin

**RESOLUTION 18-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE FISCAL YEAR 2019 LAW ENFORCEMENT AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY SHERIFF'S OFFICE; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; REPEALING THE PRIOR RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** the Sheriff's office of Okaloosa County has, heretofore, provided law enforcement services for the City of Destin; and

***WHEREAS,*** the City desires to continue to secure law enforcement services with the Sheriff's Office of Okaloosa County; and

***WHEREAS,*** the Sheriff's Office of Okaloosa County has agreed to render the City of Destin law enforcement services for which the City desires to contract.

**NOW, THEREFORE BE IT RESOLVED** that the City of Destin, by and through its Council, formally accepts and adopts the Law Enforcement Agreement between the City of Destin and the Sheriff's Office of Okaloosa County for law enforcement services effective October 1, 2018 through September 30, 2019.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Destin is formally authorized to execute and agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

**ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER 2018**

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**



## **LAW ENFORCEMENT SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into on this 1st day of October, 2018, by and between LARRY R. ASHLEY, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

### **WITNESSED:**

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **ARTICLE I** **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY ("Destin District") under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- Seventeen (17) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's corporate limits unless otherwise stated in this contract.

## **ARTICLE II**

### **CONSIDERATION**

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of TWO MILLION, ONE HUNDRED SIXTY THOUSAND, ONE HUNDRED NINETY-EIGHTY DOLLARS (\$2,160,198.00), to be paid in twelve (12) monthly installments of ONE HUNDRED EIGHTY THOUSAND, SIXTEEN DOLLARS AND FIFTY CENTS (\$180,016.50). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

## **ARTICLE III**

### **EMPLOYMENT RESPONSIBILITY**

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

## **ARTICLE IV**

### **ADDITIONAL LAW ENFORCEMENT SERVICES**

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

**ARTICLE V**  
**RIGHT OF CONTROL**

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

**ARTICLE VI**  
**AUTHORITY TO ACT**

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

**ARTICLE VII**  
**UNIFORMS AND VEHICLES**

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

**ARTICLE VIII**  
**LIAISON & MONTHLY REPORTING**

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

**ARTICLE IX**  
**INSURANCE**

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

**ARTICLE X**  
**TERM**

This service agreement shall remain in full force and effect for the term commencing the 1st day of October 2018 and ending the 30th day of September 2019, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

**ARTICLE XI**  
**OPTION TO RENEW**

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement upon the same terms and conditions described herein, subject, however, to the

provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

## **ARTICLE XII**

### **RIGHT OF CANCELLATION AND TERMINATION**

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

## **ARTICLE XIII**

### **AUTHORITY TO EXECUTE**

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

## **ARTICLE XIV**

### **NOTICES**

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Larry R. Ashley, Sheriff  
Okaloosa County Sheriff's Office  
50 2<sup>nd</sup> Street  
Shalimar, FL 32579

CITY: Destin City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541

**ARTICLE XV**  
**NON-ASSIGNABILITY**

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

**ARTICLE XVI**  
**SOVEREIGN IMMUNITY**

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

**ARTICLE XVII**  
**INDEMNIFICATION**

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

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

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

ATTEST:

\_\_\_\_\_  
By: Lance Johnson, Interim City Manager

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

Approved as to legal form:

\_\_\_\_\_  
Jeffrey L. Burns, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA

\_\_\_\_\_  
Larry Ashley, Sheriff

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

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council**THRU:** Lance Johnson, Interim City Manager  
Bragg Farmer, Finance Director**FROM:** David Campbell, Public Services Director**DATE:** September 25, 2018**SUBJECT:** Memorandum of Understanding-Structured Parking Solutions

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**I. BACKGROUND:** In April 2018 the City of Destin sought proposals for a Public-Private Partnership for the development of a multi-level parking garage on one or both City-owned properties in the Harbor District. The solicitation requested proposals from development teams which have proven experience in public-private developments, and have the financial resources and professional expertise to deliver the highest quality and economically feasible project. The project scope encouraged the proposer to be innovative when offering solutions to the parking/transportation challenges facing the Harbor area. One (1) proposal was received from Structured Parking Solutions, LLC and reviewed by the Bid Committee where it was unanimously recommended for a presentation to City Council.

**II. DISCUSSION:** Structured Parking Solutions, LLC was formally approved by unanimous vote of the City Council on August 6, 2018 to fulfill the City's requests stated in the RFP, which includes rectifying parking, transportation, and pedestrian-way issues plaguing the Harbor District and to bring back to Council for approval a Memorandum of Understanding (MOU) that will serve as a road map to address the issues.

**A. Link to Strategic Goals / Objectives:** 3.A.1 - Increase and optimize harbor area parking; explore city parking regulations & requirements; explore pay to park

**B. Effect on Budget (EOB):** Phase I of the Memorandum of Understanding is not in the current budget. A budget amendment of \$146,860.00 would have to be approved by Council.

**C. Level of Service (LOS):** The level of service for parking and mobility will be improved in the Harbor District.



**III. CONCLUSION:**

Since being selected, Structured Parking Solutions has met with stakeholders and hosted a public meeting to collect preliminary due diligence and develop direction for the next appropriate steps and actions. The attached Memorandum of Understanding outlines the next steps in developing parking and transportation solutions in the Harbor District. City Council will have to approve the MOU to move forward with development of a master plan and ultimately implementation of the plan.

**IV. RECOMMENDED MOTION:** I move that City Council authorize the Mayor to sign the Memorandum of Understanding with Structured Parking Solutions to phase parking and transportation improvements in the Harbor District and authorize the Interim City Manager to fund phase I of the Memorandum of Understanding in the amount of \$146,860.00 from the unreserved fund balance and make the appropriate budget amendment.

Attachments:

1. Memorandum of Understanding - Destin SPS
2. MOU Man hours
3. MOU Presentation

## **MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (the "Memorandum") is entered into as of this \_\_\_, day of September, 2018 by and between the CITY OF DESTIN, FLORIDA (hereinafter referred to as the "City") and STRUCTURED PARKING SOLUTIONS, LLC, a Florida limited liability company, (hereinafter referred to as "SPS").

WHEREAS, the City issued its Request for Proposals (RFP), RFP18-09-PS, seeking Private Public Partnership for Parking Improvements on March 17, 2018;

WHEREAS, SPS submitted a response to the City's RFP on June 7, 2018;

WHEREAS, SPS was selected by the City's review committee and formally approved by unanimous vote of the Destin City Council on August 6, 2018 to fulfill the City's requests stated in the RFP; which includes rectifying parking, transportation, and pedestrian-way issues plaguing the Harbor District and other areas within the City;

WHEREAS, since being selected, SPS has met with the City, stakeholders, and hosted a public meeting to collect preliminary due diligence and develop direction for the next appropriate steps and actions as outlined in the RFP;

WHEREAS, the City and SPS have agreed to execute this Memorandum for the purpose of defining the services to be provided by SPS prior to execution of a definitive Development Agreement between the City and SPS and the general content of and scheduling for completion of such Definitive Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration as further described herein, the mutual receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- A. Project Description, The Project shall mean the design, construction, and to-be-determined financing, with potential operation and maintenance of parking garage(s), and other possible improvements including but not limited to pedestrian conveyance programs, signage, road improvements, parking operational improvements, and property purchases or leases, for the purpose of improving the parking/transportation system for the Harbor District and potentially other areas of the City, all as mutually agreed upon between the City and SPS. These improvements will focus on improving parking, safety, congestion, and other transportation related factors plaguing these areas. Phased Memorandum Process. This Memorandum outlines a three-phased approach to limit the City's obligations and liabilities. The phases include an in-depth due diligence and public involvement period, followed by confirmation of budgets and schedules period, and concluded by the Implementation of City approved Scope of Services period. The City has sole approval control for each Phase and whether the parties will move to the next

Phase. Each Phase is explained below and includes a schedule duration period and costs to the City for each respective Phase.

➤ **Phase One, Due Diligence, Public Involvement, and Master Planning**

Event Duration 26 weeks, Cost to City \$146,860.00

- The SPS team will oversee Two Public Meetings as requested by the City Council, one within a Transportation Workshop to present the conceptual Masterplan and one for the final.
- The City and SPS team will continue stakeholder meetings and coordination efforts with City Staff, FDOT, Citizens, and others.
- The City and SPS team will mutually develop a conceptual Masterplan.
- SPS will develop a preliminary budget for the approved Masterplan.
- The City and SPS team will identify funding sources.
- The City and SPS team will modify the Masterplan, improvements, and schedules by prioritizing improvements balanced by available funding sources.
- The SPS team will present the final conceptual Masterplan, implementation schedules for improvements, and potential funding sources to the City Council.

**Phase One Deliverables:**

- a. Phased Masterplan
- b. Phased Masterplan Schedule
- c. Phase Masterplan Revenue Model

➤ **Phase Two, Confirmation of Budgets and Schedules**, Completion Schedule and costs will be identified once the final Masterplan and its Scope of Services are accepted. (Assuming the City approves and accepts the responsibilities for the process to move into Phase Two)

- The SPS team will complete 60% of design and planning, sufficient to develop a Guaranteed Maximum Price (GMP) and schedule.
- The City and SPS will mutually draft a Development Agreement/Contract (which will include the GMP and scheduling information).
- The City and SPS will secure funding sources.
- The SPS team will submit the Development Agreement with GMP and funding sources to the Destin City Council for approval.

➤ **Phase Three, Implementation of Approved Contract Items**

- The terms of this Phase will be outlined in the Definitive Agreement.

B. Project Documentation. Provided that the City elects to move forward beyond Phase I (as described above), the City and SPS agree to negotiate in good

faith and execute a Development Agreement (a "Development Agreement") with respect to the findings and suggestions of the SPS team accepted by the City.

- C. Assignability. As identified in the response package, SPS may assign certain rights to other legal entities owned by or under common ownership with Structured Parking Solutions. This process is intended to provide legal separation and reduce City liabilities between this project and other projects being developed by SPS. Additionally, SPS recognizes the City may find it favorable to directly enter into contracts with participating members of the SPS team.
- D. Payment and Ownership of Services and Materials. During each (City approved) Phase, SPS will provide the City itemized billing at the conclusion of each month. The City will remit payment for the monthly billing under a NET/15-day payment process. At the conclusion and SPS receipt for full payment of each Phase, all materials, data, and findings will belong to the City including all rights and privileges thereto, provided, however, that SPS will not be deemed to have warranted or guaranteed the accuracy of third party materials or reports.
- E. Governing Law. Any agreement resulting from this Memorandum shall be governed by the laws of the State of Florida and the venue for any legal action relating to such agreement will be in Okaloosa County, Florida.
- F. Independent Contractor. SPS and Its Consultants will conduct business as an independent contractor under the terms this Memorandum. Personnel services provided by SPS shall be by employees of SPS and subject to supervision by SPS, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Memorandum shall be those of SPS.
- G. Further Assurances. The City and SPS will (i) furnish, upon request to each other, further information, (ii) execute and deliver documents to each other, and (iii) do other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Memorandum and the documents referred to in this Memorandum.
- I. Notices. A notice communication and delivery under this Memorandum will be made in writing signed by the person making it and will be delivered only in person or by a nationally recognized next business day delivery service.

Accepted and Agreed:

CITY OF DESTIN, FLORIDA  
SOLUTIONS, LLC

STRUCTURED

PARKING

By: \_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_  
Its: \_\_\_\_\_

**Manhour Estimate for Professional Services  
SPS\_City of Destin-- Phase 1**

| <b>Phase 1- Due Dilligence, Public Involvement and Master Plan</b> | <b>Principal</b> | <b>Supervisor /<br/>Lead<br/>Designer</b> | <b>Project<br/>Manager</b> | <b>Staff 2 Prof.</b> | <b>Staff 1 Prof.</b> | <b>Senior<br/>Designer</b> | <b>CAD Tech</b> |
|--------------------------------------------------------------------|------------------|-------------------------------------------|----------------------------|----------------------|----------------------|----------------------------|-----------------|
| 1 Coordination                                                     | 10               | 25                                        | 60                         | 8                    | 40                   | 0                          | 27              |
| 2 Due Diligence                                                    | 0                | 0                                         | 78                         | 24                   | 45                   | 0                          | 0               |
| 3 Traffic Counts Review                                            | 0                | 0                                         | 4                          | 4                    | 0                    | 0                          | 0               |
| 4 Signal Timing Review / Analysis                                  | 0                | 0                                         | 8                          | 8                    | 0                    | 0                          | 0               |
| 5 Develop Preliminary Conceptual Master Plan                       | 0                | 0                                         | 80                         | 60                   | 20                   | 0                          | 60              |
| 6 Develop Final Master Plan                                        | 0                | 0                                         | 76                         | 30                   | 20                   | 0                          | 60              |
| 7 Attend and Provide Presentation Materials for 2 Public Meetings  | 0                | 0                                         | 40                         | 20                   | 10                   | 0                          | 20              |
| 8 Final Presentation to City Council                               | 4                | 0                                         | 12                         | 3                    | 0                    | 0                          | 0               |
| 9 QA/QC                                                            | 0                | 4                                         | 8                          | 0                    | 0                    | 0                          | 0               |
| <b>Total</b>                                                       | <b>14</b>        | <b>29</b>                                 | <b>366</b>                 | <b>157</b>           | <b>135</b>           | <b>0</b>                   | <b>167</b>      |

**Cost Estimate for Professional Services**  
**SPS\_City of Destin-- Phase 1**

| <b>Task 1- Review and validation of 2016 Parking Study</b> |          | <b>Manhour</b> | <b>Cost</b>         |
|------------------------------------------------------------|----------|----------------|---------------------|
| Principal                                                  | \$300.00 | 14             | \$4,200.00          |
| Supervisor / Lead Designer                                 | \$250.00 | 29             | \$7,250.00          |
| Project Manager                                            | \$210.00 | 366            | \$76,860.00         |
| Staff 2 Professional                                       | \$170.00 | 157            | \$26,690.00         |
| Staff 1 Professional                                       | \$100.00 | 135            | \$13,500.00         |
| Senior Designer                                            | \$130.00 | 0              | \$0.00              |
| CAD Tech                                                   | \$80.00  | 167            | \$13,360.00         |
| <b>Total Direct Labor</b>                                  |          |                | <b>\$141,860.00</b> |
| <b>Other Services</b>                                      |          |                |                     |
| <b>Traffic Counts- Subcontracted</b>                       |          |                | <b>\$5,000.00</b>   |
|                                                            |          |                |                     |
|                                                            |          |                |                     |
| <b>Total Task 1 Estimate</b>                               |          |                | <b>\$146,860.00</b> |

LS



**Improvements for Parking and  
Transportation needs within  
the Harbor District**

**Memorandum of  
Understanding Outline**

**RFP 18-09-PS Public Private Partnership  
Parking Improvements**

**September 17, 2018**



structured parking  
**solutions**





## Background

- ☐ The SPS team responded to the City RFP18-09-PS seeking a holistic team to solve for parking and other transportation needs for the Destin Harbor District.
- ☐ The SPS team was selected by the City Council on August 6, 2018.
- ☐ Since being selected the SPS team has meet with City staff, the County, the TDD, stakeholders, and hosted a public forum to collect comments, suggestions, and support.
- ☐ The SPS team has developed a three-phased approach:
  - Phase One:** Continued due diligence efforts, public involvement, creation of a masterplan
  - Phase Two:** Confirmation of Costs and Schedule
  - Phase Three:** Implementation of Approved Items
- ☐ We are requesting the acceptance of our Memorandum of Understanding (MOU) which authorizes the SPS team to enter into Phase One

## Phase One

### **Phase One:** Due Diligence, Public Involvement, and Creation of a Masterplan

Event Duration 26 weeks, Cost to City \$146,860.00

- ✓ The SPS team will oversee Two Public Meetings as requested by the City Council, one within a Transportation Workshop to present the conceptual Masterplan and one for the final.
- ✓ The City and SPS team will continue stakeholder meetings and coordination efforts with City Staff, FDOT, Citizens, and others.
- ✓ The City and SPS team will mutually develop a conceptual Masterplan.
- ✓ SPS will develop a preliminary budget for the approved Masterplan.
- ✓ The City and SPS team will identify funding sources.
- ✓ The City and SPS team will modify the Masterplan, improvements, and schedules by prioritizing improvements balanced by available funding sources.
- ✓ The SPS team will present the final conceptual Masterplan, implementation schedules for improvements, and potential funding sources to the City Council.

#### **Phase One Deliverables:**

1. Phased Masterplan
2. Phased Masterplan Schedule
3. Phased Masterplan Revenue Model



## Conclusion

- ☐ At the Conclusion of Phase One the City Council will decide which masterplan items will be advanced to Phase Two.
- ☐ Phase Two includes sufficient design work to provide City Council with guaranteed pricing and revenue sources.
- ☐ The City of Destin will own all studies, findings, designs, and masterplan items

## Team Philosophy

Parking and transportation concerns are the first and last experiences most people have when visiting your area.

Our team will maintain this philosophy as we work to improve parking and transportation needs around Destin.

**Greg Darden**, Director of Business Development

SPS Structured Parking Solutions, LLC

21 S. Tarragona Street | Suite 101

Pensacola, FL 32502

c/ 334. 319.3142 | p/ 850.438.7754 | f/ 850.438.7728

e/ G.Darden@StructuredParkingSolutions.com



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

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

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager

**FROM:** Karen Jankowski, HR Manager

**DATE:**

**SUBJECT:** City Manager Candidates Update

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**I. BACKGROUND:** Mr. Ed Eddy will be available to facilitate the next steps in the process with Council's input.

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

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

---

**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager  
Jeff Burns, City Attorney  
Bragg Farmer, Finance Director

**FROM:** David Campbell, Public Services Director

**DATE:** August 28, 2018

**SUBJECT:** Resolution 18-29 Supporting Advanced Funding Agreement with FDOT for the Crosstown Connector

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**I. BACKGROUND:** The Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector, an east-west corridor intended to relieve traffic congestion on U.S. Highway 98. Atkins of North America (Atkins) is under contract with the City to perform the Project Development and Environmental Study (PD&E) as well as the road construction plans which are essentially complete.

The Okaloosa County Board of Commissioners approved construction funding of the Crosstown Connector in the amount of \$4.8 million to be delivered to the City on October 1, 2020. The FDOT has budgeted \$2.7 million in their 5 year work program for the Crosstown Connector right-of-way acquisition; \$1.0 million in 2021 and \$1.7 million in 2022 to be funded from their Transportation Regional Incentive Program (TRIP).

There are several properties located within the project area that will require the City to purchase; both complete taking or partial taking totaling approximately \$2.7 million. The City has purchased one townhouse to date and is working on 5 additional townhouses.

## **II. DISCUSSION:**

In order to acquire the properties prior to the availability of construction funding on October 1, 2020, the City would have to enter into an Advanced Funding

Agreement with FDOT, whereby the City will be reimbursed in the years 2021 and 2022 as mentioned above. The City used the Advanced Funding Agreement with FDOT to install the pedestrian crossing signals in 2017.

Resolution 18-29 is a resolution in support of the Agreement. If the resolution passes, the FDOT will develop the agreement and deliver to the City for Council review and approval.

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

**B. Effect on Budget (EOB):** No effect at this time, but this agreement will require the City to advance the funds needed to complete the acquisition of all properties needed to complete this project. This could be as much as \$2,700,000.

**C. Level of Service (LOS):** None at this time

**III. CONCLUSION:** Because the City needs assistance in acquiring the necessary right-of-way prior to construction funding availability on October 1, 2020 and because FDOT acquisition funding is not available until 2021/2022, staff recommends that City Council support an Advance Funding Agreement with FDOT.

**IV. RECOMMENDED MOTION:** I move that City Council adopt Resolution 18-29 which authorizes the Interim City Manager to deliver said Resolution to FDOT to confirm City Council Support of advance funding of ROW acquisition for the Cross-Town Connector and fund the ROW acquisition with the City unreserved fund balance until reimbursed by FDOT.

Attachments:

1. Resolution 18-29 Supporting an Advance Funding Agreement with FDOT for the Crosstown Connector



**RESOLUTION 18-29**

**A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, SUPPORTING AN  
ADVANCE FUNDING AGREEMENT BETWEEN THE CITY OF DESTIN AND  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AN  
AGENCY OF THE STATE OF FLORIDA, FOR THE ACQUISITION OF RIGHT-  
OF-WAY FOR THE CROSTOWN CONNECTOR**

**WHEREAS**, the City of Destin, Florida (“City”), a municipal corporation of Okaloosa County and political subdivision of the State of Florida and the State of Florida, Department of Transportation, an agency of the State of Florida (“Department”), desire to enter into an Advance Funding Agreement for right-of-way acquisition for the Destin Crosstown Connector from Beach Drive to Benning Drive.

**WHEREAS**, the City Council, as the governing body of the City, has determined that a true and very real need exists to construct the Crosstown Connector; and.

**WHEREAS**, the Okaloosa County Board of Commissioners has agreed to provide construction funding for the Destin Crosstown Connector in the amount of \$4.8 million on October 1, 2020; and

**WHEREAS**, the Department has Transportation Regional Incentive Program (TRIP) funding for right of way acquisition for the Destin Crosstown Connector in their 5 year work program for the years 2021 and 2022; and

**WHEREAS**, the City is prepared to complete all necessary property acquisition for the Destin Crosstown Connector prior to October 1, 2020; and

**WHEREAS**, the Advance Funding Agreement would allow the City to purchase all necessary property to begin construction of the Crosstown Connector and be reimbursed by FDOT in the years 2021 and 2022; and

**WHEREAS**, the Advance Funding Agreement between the City and the Department will be brought back to City Council for consideration and approval

**NOW, THEREFORE, BE IT RESOLVED**, by the Destin City Council that, an Advance Funding Agreement is in the best interest of the City of Destin and the Destin City Council designate and confirms Lance Johnson, Interim City Manager to deliver this Resolution to the Department to confirm their support.

**PASSED AND DULY ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018**

By:

\_\_\_\_\_  
Gary Jarvis, Mayor

ATTEST:

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



## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

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

**TO:** City Council

**THRU:** Jeff Burns, City Attorney  
Lance Johnson, Interim City Manager

**FROM:** Steve Schmidt, Deputy City Manager

**DATE:** September 24, 2018

**SUBJECT:** 108 Sibert Avenue prospective purchase

**I. BACKGROUND:** Staff has on a few occasions contacted, or has been contacted by, the owner of 108 Sibert Avenue for consideration of purchase. The approximately half-acre property is bounded on the northwest by city right-of-way (Sibert Avenue), on the southwest by property of the city (the currently existing Zerbe parking lot) on the southeast by property of the city (the Community Center) and on the northeast by property of the city (a half acre parcel next to the cemetery currently under construction for expansion of public parking). The property is shown on the Property Appraiser's printout attached hereto as Exhibit "A."

**II. DISCUSSION:** At the request of the City Manager, staff engaged an appraiser to do an appraisal of the property in August, 2017 (a substantial portion of which is attached hereto as Exhibit "B") which appraisal concluded a value of \$250,000.00 for the property. In April, 2018, another appraisal was provided by the seller's representative which concluded a value of \$425,000.00 for the property (attached hereto as Exhibit "C"). The property is currently listed on the MLS for \$400,000.00, and the listing broker has reached out to the city manager to gauge the city's interest in purchasing the property. At its regular meeting September 17, 2018, Council moved to "direct the Interim City Manager, Deputy City Manager, and City Attorney to approach the owner of Sibert Avenue parcel for possible acquisition of the property." Staff contacted the owner's broker, who assured that he would present any offer to the owner.

**A. Link to Strategic Goals / Objectives:** 3.A.1. Increase and optimize harbor area parking; explore city parking regulations & requirements; explore pay to park.

**B. Effect on Budget (EOB):** Funding for this property has not been included

within the City's FY2019 budget, so a purchase would need to be directed by City Council and funded from the fund balance.

C. **Level of Service (LOS)**: Filling in the existing city properties flanking this subject property on Sibert Avenue would provide for a larger, connected parking facility to serve the harbor area.

**III. CONCLUSION**: The city is the logical purchaser of this property bounded on three sides by existing city property and on the remaining side by city right-of-way. Acquisition of the property would expand the size and efficiency of harbor area parking, and gives the city a stronger position in any public-private partnership negotiations for use of the property for a parking garage. The two appraisals show a significant disparity and it should be noted that the seller-provided appraisal utilizes widely-spaced comparables, including one on US Hwy 98. Based on the city's appraised value of \$250,000.00 for the property, staff recommends that City Council approve submission of a contract in that amount.

**IV. RECOMMENDED MOTION**: "I move that the City Council authorize staff to submit a contract to purchase the property located at 108 Sibert Avenue in the amount of \$250,000.00."

Attachments:

1. 108 Sibert Ave - Humphrey
2. 108 Siebert Avenue appraisal - Marr

# HUMPHREY AND ASSOCIATES, INC.

COMMERCIAL REAL ESTATE VALUATION AND RESEARCH  
Specializing in Undivided Partial Interests

## APPRAISAL REPORT

Lot 378, Block D, 2<sup>nd</sup> Revision of Calhouns Subdivision  
108 Sibert Avenue  
Destin, Okaloosa, Florida 32541



H & A File 170093

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# APPRAISAL REPORT

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## SUBJECT PROPERTY

Lot 378, Block D, 2<sup>nd</sup> Revision of Calhouns Subdivision  
108 Sibert Avenue  
Destin, Okaloosa, Florida 32541

## EFFECTIVE DATE OF APPRAISAL

August 12, 2017

## REPORT DATE

August 16, 2017

## INSPECTION DATE

August 12, 2017

## CLIENT/INTENDED USER

Walton County Board of County Commissioners  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

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H & A File 170093

## PREPARED BY:

Walter H. Humphrey, MRICS      State-certified General Real Estate Appraiser RZ 1218 (FL)

**HUMPHREY AND ASSOCIATES, INC.**  
906 Mar Walt Drive - Un it G  
Fort Walton Beach, Florida 32547  
Telephone: (850) 862-0766  
Facsimile: (850) 862-8991

# HUMPHREY AND ASSOCIATES, INC.

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Specializing in Undivided Partial Interests  
Fort Walton Beach and Jacksonville

Walter H. Humphrey, MRICS  
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906 Mar Walt Drive - Unit G  
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Facsimile: (850) 862-8991

Bruce B. Humphrey, MAI, JD  
State-certified General Real Estate Appraiser RZ 742  
[MAIJD@msn.com](mailto:MAIJD@msn.com)

1031 La Salle Street  
Jacksonville, FL. 32207  
Telephone: (904) 346-1944  
Facsimile: (904) 346-1945

---

August 16, 2017

Carisse LeJeune, City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

Re: The appraisal of the fee simple interest in 108 Sibert Avenue, Destin, Florida.  
H & A File 170093

Dear <s LeJeune:

I have completed the research and analyses necessary to appraise the fee simple interest in the above referenced property as you requested.

The accompanying document is an appraisal report as contrasted with a restricted appraisal report.

The purpose of the appraisal is to provide a supported opinion of the fair market value of the real estate, in accordance with your appraisal policies and standards.

The understood intended use of the appraisal is for reference negotiating the purchase of the property. No other use of this report by any other entity or person is authorized.

Fair market value, fee simple interest, leased fee, leasehold, highest and best use, and other pertinent terms are defined in the following report.

I have analyzed the value of the subject property based on the estimate of the highest and best use of the subject as of the date valuation:

**Speculative investment for future commercial development is the highest and best use as this use would provide the highest return to the land than any other use analyzed.**

Subject to the above analysis, assumptions and limiting conditions, and certification of value set forth herein, it is my professional opinion that the fair market value of the fee simple 100% ownership interest in the subject "as is," and as of the August 12, 2017 is:

**\$250,000**

The fair market value opinion above is linked to an exposure time and marketing time estimated from market analysis to be between six and twelve months.

I hereby certify that I have no interest, present or contemplated, in the appraised property. The undersigned appraiser is competent for the property type under appraisal. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board reference the 2016-17 edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP). This appraisal assignment and report are intended to conform to all applicable appraisal regulations and guidelines. The fee for this appraisal was not based on value nor was the assignment undertaken based on a predetermined value, a trend in value, or a minimum or maximum value.

Respectfully submitted,

Walter H. Humphrey, MRICS

Digitally signed by Walter H. Humphrey, MRICS  
DN: cn=Walter H. Humphrey, MRICS, o=Humphrey and Associates, Inc, ou,  
email=bluechip25@aol.com, c=US  
Date: 2017.08.16 10:04:18 -05'00'

Walter H. Humphrey, MRICS  
State-certified General Real Estate Appraiser RZ 1218 (FL)

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**APPRAISAL REPORT**

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**CLIENT:** Carisse LeJeune, City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

**APPRAISER:** **Walter H. Humphrey, MRICS**  
*State-certified General Real Estate Appraiser RZ 1218 (FL)*  
HUMPHREY AND ASSOCIATES, INC.  
906 Mar Walt Drive - Unit G  
Fort Walton Beach, Florida 32547

**SUBJECT PROPERTY:** *Legal Description:* Lot 378, Block D, Second Revision of Calhouns Subdivision of addition to Town of Destin, Florida, according to the plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Tax ID №: 00-2S-22-0310-000D-3780

*Physical Address* 108 Sibert Avenue  
Destin, Okaloosa County, Florida 32541

**CENSUS TRACT:** 233.06

**PURPOSE OF THE APPRAISAL:** The purpose of the appraisal is to provide a supported opinion of the fair market value of the real estate, in accordance with your appraisal policies and standards.

**INTENDED USE OF REPORT:** The understood intended use of the appraisal is for reference negotiating the purchase of the property. No other use of this report by any other entity or person is authorized.

**INTENDED USER:** The intended user is the client stated above, review appraisers, and regulatory authorities. This report is not intended or authorized for any other user or audience.

**PROPERTY RIGHTS APPRAISED:** The property rights appraised are the fee simple 100% ownership interest in the property. This is absolute ownership interest unencumbered by any other interest or estate, subject only to the governmental regulations of police power, escheat, taxation and eminent domain.

**EFFECTIVE DATE OF VALUE:** August 12, 2017.

**DATE OF REPORT:** August 16, 2017.

**INSPECTION DATE:** Walter H. Humphrey inspected the subject property on August 12, 2017.

**FORMAT:** Appraisal Report.

**HIGHEST AND BEST USE "AS IS:"** Speculative investment for future farmstead development is the highest and best use as this use would provide the highest return to the land than any other use analyzed.

**VALUE OPINION:** **\$250,000**

**EXPOSURE TIME:** The exposure time linked to the above opinion of the fair market value is a range of six to twelve months.

**DEFINITIONS:**

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Market Value                      | “Value as used in eminent domain statute, ordinarily means amount which would be paid for property on assessing date to willing seller not compelled to sell, by willing purchaser, not compelled to purchase, taking into consideration all uses to which property is adapted and might reasonably be applied.” <sup>1</sup>                                                                                                                                                                                                                      |
| Just Compensation <sup>2</sup>    | In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniarily as he or she would be if the property has not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value. (Just compensation is regarded the same as full compensation in Florida.)                                                                                                                       |
| Damages <sup>3</sup>              | In condemnation, the loss in value to the Remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the Remainder after the taking is the measure of the value of the part taken and the damages to the Remainder. Three types of damages are recognized: consequential, direct, and severance.                                                                                                                                                              |
| Fee Simple Estate <sup>4</sup>    | 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 <sup>5</sup>  | A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).                                                                                                                                                                                                                                                                                                                                                                         |
| Leasehold Interest <sup>6</sup>   | The tenant’s possessory interest created by a lease.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Condominium <sup>7</sup>          | 1. A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus and an undivided interest in common areas.<br>2. A multiunit structure, or a unit within such a structure, with a condominium form of ownership.                                                                                                                                                                                                                                                                                  |
| Highest and Best Use <sup>8</sup> | The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability. Alternatively, the probable use of land or improved property-specific with respect to the user and timing of the use-that is adequately supported and results in the highest present value. |

...of land or a site as though vacant:

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

...of property as improved:

The use that should be made of a property as it exists. An existing improvement should be renovated or

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<sup>1</sup> Florida State Road Dept. v. Stack, 231 So.2d 859 Fla., 1st DCA 1969

<sup>2</sup> The Dictionary of Real Estate Appraisal, Appraisal Institute, Third Edition, October 1993.

<sup>3</sup> Ibid.

<sup>4</sup> Appraisal Institute, *The Dictionary of Real Estate Appraisal*, Fifth Edition, 2010, Page 78.

<sup>5</sup> Ibid., Page 111.

<sup>6</sup> Ibid., Page 161.

<sup>7</sup> Ibid., Page 59.

<sup>8</sup> Ibid., Page 93.



retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

**Marketing Time<sup>9</sup>**

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. to sell on the market subsequent to the date of an appraisal.

**Exposure Time<sup>10</sup>**

1. The time a property remains on the market.
2. 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 appraisal; a Retrospective estimate based on an analysis of past events assuming a competitive and open market.

**Appraisal<sup>11</sup>**

(noun) the actor process of developing an opinion of value; an opinion of value.  
(adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

**Appraisal Review<sup>12</sup>**

The act or process of developing and communicating an opinion about the quality of another appraiser's work that was performed as part of an appraisal, appraisal review, or appraisal consulting assignment.

**Credible<sup>13</sup>**

Worthy of belief. (The comment following this definition states: "Credible assignment results require support, by relevant evidence and logic, to the degree necessary for the intended use.)

**Scope of Work<sup>14</sup>**

The type and extent of research and analysis in an appraisal or appraisal review assignment.

**Scope of Work Rule<sup>15</sup>**

For each appraisal and appraisal review assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible assignment results; and
3. disclose the scope of work in the report.

**Extraordinary Assumption<sup>16</sup>**

an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

**Hypothetical Condition<sup>17</sup>**

a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

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<sup>9</sup> Ibid., Page 121.

<sup>10</sup> Ibid., Page 73.

<sup>11</sup> The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, Washington, D.C., 2016, Page 1

<sup>12</sup> Ibid., Page 2

<sup>13</sup> Ibid., Page 2

<sup>14</sup> Ibid., Page 4

<sup>15</sup> Ibid., Page 14

<sup>16</sup> Ibid., Page 3

<sup>17</sup> Ibid., Page 3

**GENERAL ASSUMPTIONS**

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be marketable unless otherwise stated. The legal description used in this report is assumed to be correct.
2. The subject property is appraised free and clear of any or all liens, leases, or encumbrances unless otherwise stated. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report.
3. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches, plot plans, or illustrative material presented in this report are included only to assist the reader in visualizing the property.
4. Information and data furnished by others is usually assumed to be true, correct and reliable. When such information and data appears to be dubious and when it is critical to the appraisal, a reasonable effort has been made to verify all such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
7. It is assumed 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 report.
8. It is assumed that the subject property is in compliance with all applicable zoning and land use regulations, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.
10. It is assumed that the utilization of the land and improvements are within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

**EXTRAORDINARY ASSUMPTIONS:**

None.

**GENERAL LIMITING CONDITIONS:**

1. This is an Appraisal Report that includes appropriate discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Some supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. Appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value opinion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
3. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would otherwise restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
4. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
5. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to affiliation with any professional appraisal organization. Further, the appraiser or firm assume no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make party aware of all the assumptions and limiting conditions of the assignment.
6. The appraiser affixing his signature to this appraisal report will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made thereof.
7. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation.
8. The appraiser has not been supplied with a report of the subsoil conditions indicating the exact capacity of the subsoil. I do not have the benefit of subsoil test results of the properties and detection of possible soil defects would be beyond my realm of expertise. However, there appear to be no hidden or apparent conditions of the subject site or subsoil structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
9. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Assumptions, Extraordinary Assumptions, General Limiting Conditions, and Hypothetical Conditions.

**HYPOTHETICAL CONDITIONS:**

None.

**APPRAISER'S LIABILITY LIMITATIONS AND CLIENT AGREEMENTS**

The acceptance of the report and its use by the client in any manner whatsoever or for any purpose is acknowledgment by him that this report is a satisfactory professional product, and that he has *personally read the report*, and specifically agrees that the data herein is accurate to the best of the Appraiser's ability.

As a part of the Appraiser-Client employment agreement, the client agrees to notify the Appraiser of any error, omission, or invalid data herein within 15 days of receipt and return the report along with all copies to the Appraiser for correction prior to any use whatsoever.

Thus, by acceptance of this report, you acknowledge that a value opinion is the product of a professionally trained mind, but nevertheless is an opinion only and not a provable fact. As a personal opinion, valuation may vary between appraisers based on the same facts.

Thus, the appraiser warrants only that the value conclusions are his best opinion estimates as of the exact day of valuation.

**PURPOSE OF APPRAISAL**

The purpose of the appraisal is to provide a supported opinion of the fair market value of the real estate, in accordance with your appraisal policies and standards.

**INTENDED USE OF REPORT**

The understood intended use of the appraisal is for reference in purchasing the property. No other use of this report by any other entity or person is authorized.

**INTENDED USER**

The intended user is the client stated above. This report is not intended or authorized for any other user or audience.

**TERMS OF FINAL VALUE OPINION**

The opinion assumes terms of value in cash or other financing arrangements equivalent to cash.

**PROPERTY RIGHTS APPRAISED**

The property rights appraised are those of a fee simple 100% ownership interest.

## **SCOPE OF THE APPRAISAL**

The subject site was inspected. The property was photographed, and analyzed. The neighborhood was toured.

Neighborhood influences were analyzed and considered. LoopNet, CoStar, public records, and Internet data was researched. File data for similar properties was reviewed. Demographic data from The Site To Do Business was studied.

Highest and best use of the property was studied and concluded.

Comparable land sales have been researched, verified, and analyzed. This included a map search of sales in Destin.

Other activities undertaken included examination of vacant real estate values, site development costs, expected levels of developer profit, zoning and land use regulations, capitalization rates, and anticipated absorption periods.

The Sales Comparison Approach was employed to estimate fair market value.

The data reported herein is limited to that which, in the appraiser's judgment, was found to be the most similar to the subject property, and which reflected a reasonable time period that information could be reasonably obtained from third party sources.

Reported data pertaining to the physical features of the subject property and its amenities is based on the appraiser's observations upon inspection and review of appropriate documents.

The value conclusion was based on interpretation of the data and market as of the valuation date.

## CERTIFICATION OF VALUE

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have not previously appraised the subject. I do not own any property that would benefit from the appraisal conclusions.
4. 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.
5. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the 2016-17 edition of the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
6. I made a personal inspection of the property that is the subject of this report.
7. No one provided significant real property appraisal assistance to the person signing this report.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Royal Institution of Chartered Surveyors.
9. I have the knowledge and experience to complete this assignment competently.
10. Subject to the above and the assumptions, limiting conditions, and certification set forth herein, it is my professional opinion that the fair market value of the fee simple interest in the subject property as of August 12, 2017 is:

**\$250,000**

The fair market value opinion above is linked to an exposure time and marketing time estimated from market analysis to be between six and twelve months.

HUMPHREY AND ASSOCIATES, INC.

**Walter H. Humphrey, MRICS**

Digitally signed by Walter H. Humphrey, MRICS  
DN: cn=Walter H. Humphrey, MRICS, o=Humphrey and Associates, Inc, ou,  
email=bluechip25@aol.com, c=US  
Date: 2017.08.16 10:04:53 -05'00'

Walter H. Humphrey, MRICS  
State-certified General Real Estate Appraiser RZ 1218 (FL)

**DESCRIPTION OF REAL ESTATE APPRAISED****SITE****Ownership:** Wilbur J. Eglestad.**Location****Description:** The subject property is located in the west part of the Destin market area. The site is accessed directly from Sibert Avenue.**SUBJECT LOCATION MAP**

**Size/Shape:** The subject property is rectangular in shape. It is represented as 22,290 square feet (SF) per the plat fragment on the right. The Sibert road frontage is platted as 75 feet.

**Excess Land:** None.

**Topography:** The soil appears to Kureb sand, a excessively soil with 0% to 8% slopes as depicted in the *Soil Survey*.<sup>18</sup>

The site is mostly level and at the grade of Sibert Avenue. Elevation is about 10 feet above sea level at the street frontage and slopes up sharply at the rear.

**Easements/**

**Encroachments:** The existence or nonexistence of encroachments or easements should be confirmed by a Florida licensed surveyor. Utility easements are assumed to apply.

Absent a survey, the presence or absence of encroachments is unknown.

This appraisal assumes no easements, agreements, or encroachments that would adversely affect the value of the subject property.

**Ingress/Egress:** The subject is accessed directly from Sibert Avenue, a two-lane asphalt paved road.

**Flood Risk:** Unshaded "X" - A copy of the FEMA map is in the Addenda.

From the FEMA Web Site:

**NSFHA:** A Non-Special Flood Hazard Area (NSFHA) is an area that is in a moderate-to-low risk flood zone (Zones B, C, X Pre- and Post-FIRM). An NSFHA is not in any immediate danger from flooding caused by overflowing rivers or hard rains.

*"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 floodplain*

*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.*

#### **Assessed Value and Ad Valorem**

**Taxes:** The tax identification number, assessed value, gross tax amount due, and amount paid, for the 2016 tax year were:

| <b>Tax Identification Number</b> | <b>Assessed Value</b> | <b>Gross Tax Amount Due</b> | <b>Assessments</b> | <b>Taxes Paid</b> |
|----------------------------------|-----------------------|-----------------------------|--------------------|-------------------|
| 00-2S-22-0310-000D-3780          | \$86,311              | \$1,121.39                  | \$0.00             | \$1,076.53        |

The taxes were paid with an early payment discount on November 4, 2016.

Note that assessed values and taxes have no measurable impact on market value.

**History:** The property was conveyed to the owner on August 12, 1991.

It has been listed for sale for \$800,000, above market value.

**Current Use:** The subject was essentially unimproved. The existing structure was hidden in natural growth and contributes no increment value.

#### **Adjacent/**

**Nearby Uses:** Adjacent and nearby uses include a mix of commercial, government and residential uses.

#### **Land Use**

**Criteria:** Residential, Office, and Institutional (ROI) Future Land Use by the City of Destin. Zoning is Residential, Office, and Institutional= General Development (ROI-GD) by the City of Destin.

Purpose and intent. The Residential, Office, and Institutional - General Development zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as areas that accommodate: business and professional offices; permanent single-family detached or multi-family attached residential dwelling units; and institutional uses. General retail sales and services are allowed but must be integrated in a planned unit development designed to support the surrounding residential neighborhoods. It is the intent of the ROI - GD zoning district to specifically not allow the following uses to be located in the district: seasonal single-family detached or multi-family attached residential dwelling units; commercial hotels, motels, bed and breakfast establishments, or other commercial transient living accommodations; and all non-residential uses not previously listed above.

#### **Site**

**Improvements:** None.

#### **Vertical**

**Improvements:** Unoccupied. No contributory increment of value.



**Subject Photos**



View Easterly



View Northerly From Lot On S Side



Street - View Northerly



Street View Southerly



County Property Appraiser Aerial Photo

**DESTIN MARKET AREA DESCRIPTION**

The City of Destin comprises most of the overall Destin market Area. It has grown from a small fishing village to a city with a high concentration of growth. Fishing and tourism, both predominant industries in the city, have fueled growth in the area by attracting tourists from across the southeast United States. Residential condominium sales in the area were brisk prior to the 2008 recession, and have recovered with new construction starts in several locations.

The city's founder was Leonard Destin, who came to Destin from New London, Connecticut in 1845. A fisherman by trade, Mr. Destin is credited for starting the fishing fleet that numbers a combined 80 charter and party boats. The Destin East Pass is the only access to the Gulf between Pensacola and Panama City, and deep fishing water is closer to Destin, about 10 miles offshore, than any other land point in northwest Florida.

**Government:** Destin had grown rapidly in the late 1970's through the early 1980's time frame. It was governed previously by Okaloosa County. The residents of the Destin voted to incorporate as a city in 1984 and on November 9, 1984, the City of Destin was incorporated as a municipality with a mayor and city council form of government. The operational management of the municipality is performed by a city manager and the council meetings are on the 1st and 3rd Mondays of each month.

The City has grown in both staff and physical facilities. Recent expanded services have focused on the needs of the service departments, recreation, and the library. The City has acquired a number of properties to serve the expanded traffic and economic activities including recreation and parking.

**Population:** (2010) 12,305 residents for the City and 15,565 for the Destin 32541 zip code market area, plus many others owning second homes and residential condominiums.

| Age Breakdown | Number | %    |
|---------------|--------|------|
| 0 - 24        | 4,121  | 26.5 |
| 25 - 44       | 4,288  | 27.5 |
| 45 - 64       | 4,670  | 30.0 |
| 65 and over   | 2,466  | 16.0 |

**Housing:** (2010) Total housing units were 15,748 for the 32541 zip code area.

Seasonal, recreational, or occasional use units were 4,719, or 30% of the total.

**Commercial  
Activity:**

The area is known throughout the southeast as a spring and summer vacation destination, and its beaches, fishing, shopping, dining, and other activities have attracted more tourists each year. Tourism has and continues to be the driving economic force behind the continued growth in Destin. Other dominant commercial activity includes real estate, construction, restaurants, and retail sales. Retail sales in the Destin area have improved dramatically with the success of several fairly new shopping centers and related infill.

Workforce officials have cited a worker shortage as the No. 1 concern of local employers during the tourist season. Explosive growth of the hospitality and service industries, low wages and seasonal swings in business contribute to high employee turnover. Some employers have offered sign-on bonuses to restaurant workers.

**Mid-Bay**

**Bridge Impact:** The Mid-Bay Bridge, opened in October 1993, extends across Choctawhatchee Bay from White Point, near Niceville, southerly to the north side of Highway 98 near Crystal Beach. The bridge has provided quicker access from origination points north of the bay to Destin and the southwest Walton County area. Before the bridge opened, persons living in Niceville, Choctaw Beach, Villa Tasso, Basin Bayou, and other small communities north of the bay were required to access the area through Valparaiso, Shalimar, Fort Walton Beach, and Destin, or by going east to Freeport and taking Highway 331 south to Highway 98 at Santa Rosa Beach and traveling west to Destin.

The bridge has also meant a quicker access to the general area by tourists arriving from north of the area. For example, Alabama tourists previously took Highway 331 from Montgomery south to Freeport, crossed the bay, then traveled west to Destin, or traveled down Highway 85 through Crestview to Fort Walton Beach then east to Destin. The bridge offers alternate routing via Highway 20 from Highway 331, or via Highway 85 to a bypass around Niceville to the Mid-Bay Bridge.

The Mid-Bay Bridge is a toll road with the toll collecting process automated with a Sun Pass drive-by system. Total revenue from the tolls for the Mid-Bay Bridge have consistently been ahead of projections and needs. Widening has been discussed and tolls are expected to increase in the future.

**Summary:** Economic growth continues to benefit the Destin area with redevelopment and vertical expansion. Forecasts indicate the measures of population and personal income will grow as more people move to Destin and commercial activity increases.

Additional economic and demographic data from Site To Do Business is in the addenda.

## HIGHEST AND BEST USE AS VACANT

**Overview** The highest and best use recognizes the most probable uses for the subject property, given the market for commercial property and development activity in the market area.

| <b>Existing Use:</b> The subject is a contiguous 0.51 ± acre parcel.                                                                                                                                                                                                                                                                                           |                      |                    |                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------|---------------------------------------------------|
| <b>Tests:</b> The four tests of legal permissibility, physical possibility, financial feasibility, and maximum profitability are applied to four economic uses typically found in this market area: single-family residential (SFR), multi-family residential (MFR), commercial (COM), and industrial (IND). The conclusions are shown on the following chart. |                      |                    |                                                   |
| <b>Likelihood of Use</b>                                                                                                                                                                                                                                                                                                                                       | <b>Potential Use</b> | <b>Probability</b> | <b>Support</b>                                    |
| Legally Permissible                                                                                                                                                                                                                                                                                                                                            | SFR                  | Average            | Land use criteria permits, limitations apply      |
|                                                                                                                                                                                                                                                                                                                                                                | MFR                  | Average            | Land use criteria permits, limitations apply      |
|                                                                                                                                                                                                                                                                                                                                                                | COM                  | Good               | Land use criteria permits, limitations apply      |
|                                                                                                                                                                                                                                                                                                                                                                | IND                  | Nil                | Land use criteria prohibits                       |
| Physically Possible                                                                                                                                                                                                                                                                                                                                            | SFR                  | Average            | Density limited                                   |
|                                                                                                                                                                                                                                                                                                                                                                | MFR                  | Average            | Density limited                                   |
|                                                                                                                                                                                                                                                                                                                                                                | COM                  | Good               | Limitations apply                                 |
|                                                                                                                                                                                                                                                                                                                                                                | IND                  | N/A                | N/A                                               |
| Financially Feasible                                                                                                                                                                                                                                                                                                                                           | SFR                  | Poor               | Poor location for one dwelling                    |
|                                                                                                                                                                                                                                                                                                                                                                | MFR                  | Average            | Some demand for multi-family exists in the market |
|                                                                                                                                                                                                                                                                                                                                                                | COM                  | Good               | Ongoing demand for locations off major roads      |
|                                                                                                                                                                                                                                                                                                                                                                | IND                  | N/A                | N/A                                               |
| Maximally Productive                                                                                                                                                                                                                                                                                                                                           | SFR                  | Poor               | Low return to the land                            |
|                                                                                                                                                                                                                                                                                                                                                                | MFR                  | Average            | Average return to the land                        |
|                                                                                                                                                                                                                                                                                                                                                                | COM                  | Good               | Good demand for similar sites                     |
|                                                                                                                                                                                                                                                                                                                                                                | IND                  | N/A                | N/A                                               |

### Conclusion of Highest and Best Use

**Speculative investment for future commercial development is the highest and best use as this use would provide the highest return to the land than any other use analyzed.**

## SUMMARY OF ANALYSIS AND VALUATION

**Methodology** Land valuation via Sales Comparison Analysis involves direct comparisons of the subject property to similar properties that have sold in the marketplace to derive a comparative value indication for the subject property "as though vacant," as of the effective date of value. This approach is also called the "direct sales comparison approach," or the "market approach," and tends to be the most reliable approach for estimating the value of vacant land or sites available for development. Other methods of estimating the value of land are available. Allocation, extraction, land residual, ground rent capitalization, and discounted cash flow analysis are all recognized as reasonable methods. However, sales comparison analysis is employed most often by market participants to derive pricing decisions in the local market area. Therefore, the method is employed.

**The cost approach is a reliable methodology for new or nearly new buildings.** I estimate the replacement cost or reproduction cost of the existing or proposed improvements and site improvements (including direct and indirect costs as well as an appropriate developer profit), deduct accrued depreciation from physical, functional, and external sources from the total replacement or reproduction cost new. The depreciated replacement or reproduction cost of the improvements is added to the value of the site resulting in a value indication of the fee simple interest in the property.

**The sales comparison approach is based on the "Principle of Substitution"** which indicates that an informed purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property with 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 reliable in an active market, or if an estimate of value is related to properties for which there are comparable sales available. This approach to value is also pertinent when sales data can be verified with the principals to the transaction. Heavy emphasis is usually placed on this approach to value in an active market.

**The income approach is recognized as a reliable approach for estimating the value of an "income producing" property to an investor.** The income approach consists of methods, techniques, and mathematical procedures that an appraiser uses to analyze a property's capacity to generate income and convert that 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 market, and the most 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.

### **Methodology Employed in this Appraisal and Explanation of Exclusion of any of the Three Approaches to Value**

The sales comparison approach for the land 'as vacant' is employed in this appraisal and is consistent with the concluded highest and best use, and market viewpoints.

The cost approach, and income approaches are not employed in this appraisal for analyses. A reasonable appraiser would not employ these approaches.

## LAND VALUATION

### Overview

Sales Comparison analysis was employed to estimate the fair market value of the land, “as vacant” as of my most recent date of inspection. The approach consists of steps in which the appraiser searches the market for sales of vacant land similar to the subject property, qualifies the sales prices and terms, compares the sales to the subject property for differences, adjusts the sales for those differences, and formulates an opinion of value of the subject property from the indicated values (as adjusted) of the sales.

Ideally, the subject would be compared to sales of similar parcels of land in the market area that are of the same approximate size, location, utility, and quality as the subject property. Land sales were discovered in the market area with similar locations, size, utility, and zoning, but not necessarily the exact same characteristics as the subject property.

### Unit of Comparison

Typically, comparable sales are reduced to a unit of comparison. Units of comparison represent the unit which is consistently used in the market to derive pricing decisions. Analysis of sales of vacant land throughout the market area indicates the predominant common pricing and valuation unit is dollars per square foot of gross vacant land. This analysis recognizes that the size of the purchased land is commonly not a function of the optimum overall use and improvement, but is generally a function of being equal to or larger than the needs of the buyer. **The unit of comparison utilized in this analysis is price per acre (AC) of land.**

### Elements of Comparison

The following ten basic elements of comparison should be considered in sales comparison analysis:

- 1) Non-realty components of value: furniture, fixtures, and equipment.
- 2) Real property rights conveyed: fee simple, leased fee, leasehold, fractional interest, etc.
- 3) Financing terms: Cash, cash equivalent, seller financing, financing concessions by seller, etc.
- 4) Conditions of Sale: Seller concessions, personal property included in sale, parties related, etc.
- 5) Expenditures made immediately upon purchase: deferred maintenance repairs, rehabilitation, renovation, upgrades
- 6) Market Conditions: Appreciation, depreciation, stagnation in real estate prices since the time of sale.
- 7) Location: corner, major traffic artery, city/county, interior lot, etc.
- 8) Physical characteristics: Size, topography, access to utilities, construction quality, condition, etc.
- 9) Economic characteristics: rents, operating expenses, vacancy rates, lease provisions, management competence, etc.
- 10) Use: zoning, future land use, building codes, government control, etc.

### Comparable Land Sales

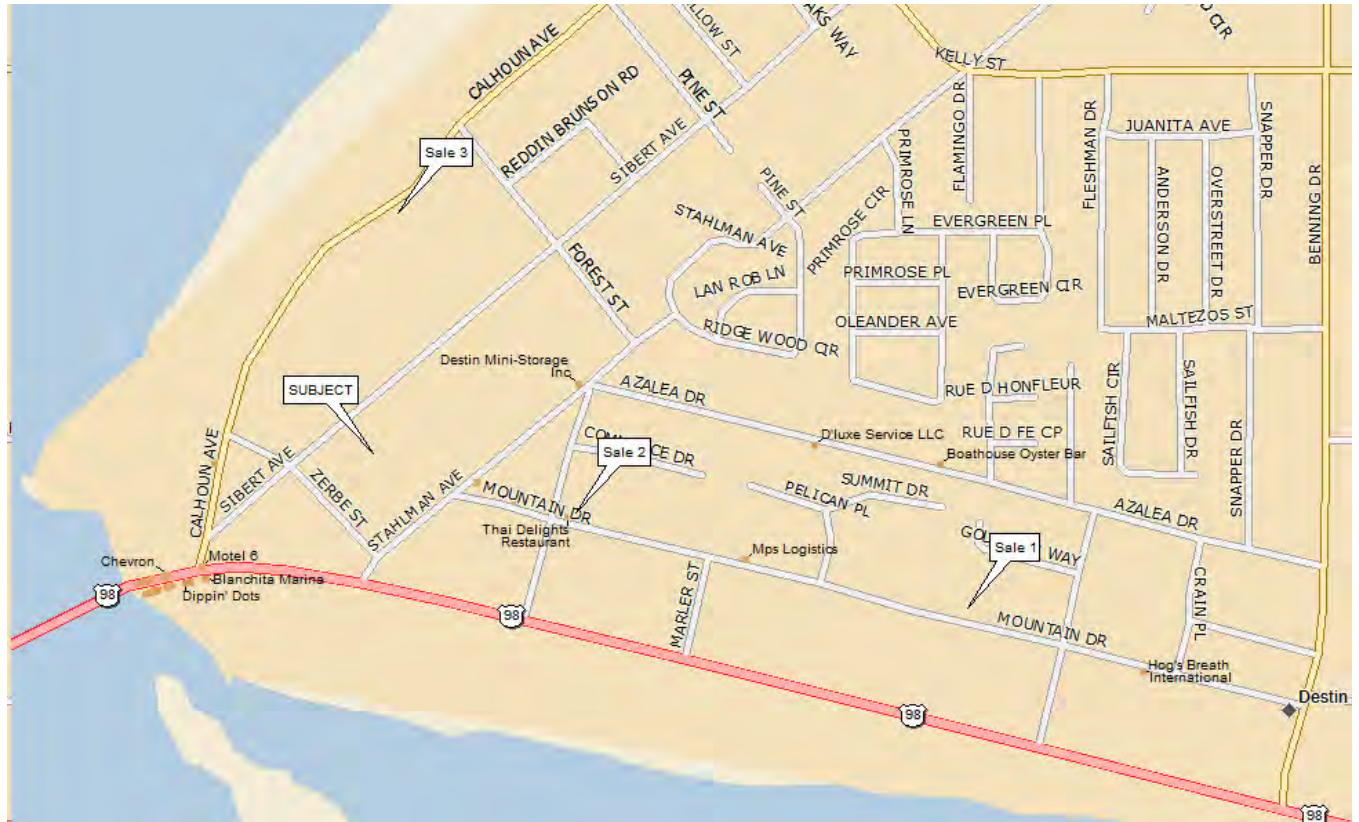
The descriptions of Comparable Unimproved Sales are presented on the following pages. A comparable sales location map graphically depicts the locational relationship between the subject property and the comparable sales. An adjustment grid is presented following the location map. I have chosen comparable land sales from the market which I conclude were somewhat comparable to the subject property as of the valuation date. All of the comparable sales would have competed with the subject property “as vacant” if all and the subject had been on the market at the same time. The sales are representative of the market for vacant land in the market area.

The following pages will portray a location map and summaries of the land sales with aerial photos, an adjustment grid, explanation of the adjustments, and a conclusion of value via sales comparison.



**COMPARABLE LAND SALES SUMMARY TABLE**

| No. | Location           | Sale Date  | Price     | Size in SF | Price/ SF |
|-----|--------------------|------------|-----------|------------|-----------|
| 1   | 405 Mountain Drive | 01/14/2014 | \$600,000 | 40,000     | \$15.00   |
| 2   | Mountain Drive     | 02/14/2014 | \$125,000 | 10,000     | \$12.50   |
| 3   | 146 Calhoun Drive  | 08/03/2016 | \$175,000 | 19,602     | \$8.93    |



**Land Sale No. 1****Property Identification**

|                   |                                                            |
|-------------------|------------------------------------------------------------|
| Record ID         | 2860                                                       |
| Property Type     | Vacant Land, Vacant Commercial                             |
| Address           | 405 Mountain Drive, Destin, Okaloosa County, Florida 32541 |
| Location          | N side, W of Melvin St.                                    |
| Tax ID            | 00-2S-22-0310-000E-3400                                    |
| Legal Description | Lots 338-41, Block E, Calhoun 2nd Revision                 |
| MSA               | Fort Walton Beach                                          |
| Market Type       | Vacant land                                                |

**Sale Data**

|                    |                                                                     |
|--------------------|---------------------------------------------------------------------|
| Grantor            | BBP, LLC                                                            |
| Grantee            | June Grass, LLC                                                     |
| Sale Date          | January 14, 2014                                                    |
| Deed Book/Page     | 3132/3907                                                           |
| Recorded Plat      | 2/43-A                                                              |
| Property Rights    | Fee simple                                                          |
| Marketing Time     | 2,253 days                                                          |
| Conditions of Sale | Arm's length                                                        |
| Financing          | Cash                                                                |
| Sale History       | Listed \$1,200,000                                                  |
| Verification       | Other sources: CoStar, Public records, Confirmed by Walter Humphrey |

|            |           |
|------------|-----------|
| Sale Price | \$600,000 |
|------------|-----------|

**Land Data**

|            |                |
|------------|----------------|
| Zoning     | CTS            |
| Topography | Cleared        |
| Utilities  | All            |
| Dimensions | 200 x 200 feet |
| Shape      | Square         |
| Flood Info | X              |
| Depth      | 200            |

**Land Size Information**

|                 |                                               |
|-----------------|-----------------------------------------------|
| Gross Land Size | 0.918 Acres or 40,000 SF                      |
| Front Footage   | 200 ft Total Frontage: 200 ft Mountain Drive; |

**Indicators**

|                       |           |
|-----------------------|-----------|
| Sale Price/Gross Acre | \$653,400 |
| Sale Price/Gross SF   | \$15.00   |
| Sale Price/Front Foot | \$3,000   |

**Remarks**

The property is 1 block N of Highway 98.





**Land Sale No. 2****Property Identification**

|                   |                                                        |
|-------------------|--------------------------------------------------------|
| Record ID         | 3118                                                   |
| Property Type     | Vacant Land, Vacant Commercial                         |
| Address           | Mountain Drive, Destin, Okaloosa County, Florida 32541 |
| Location          | N side, E of Palmetto                                  |
| Tax ID            | 00-2S-22-0310-000E-3010                                |
| Legal Description | Lot 301, Block E, Calhoun 2nd Revision                 |
| MSA               | Fort Walton Beach                                      |
| Market Type       | Vacant land                                            |

**Sale Data**

|                    |                                                                     |
|--------------------|---------------------------------------------------------------------|
| Grantor            | Robert P. Nunn                                                      |
| Grantee            | Starboard Side, LLC                                                 |
| Sale Date          | February 14, 2014                                                   |
| Deed Book/Page     | 3136/2858                                                           |
| Recorded Plat      | 2/43-A                                                              |
| Property Rights    | Fee simple                                                          |
| Marketing Time     | 225 days                                                            |
| Conditions of Sale | Arm's length                                                        |
| Financing          | Cash                                                                |
| Sale History       | Listed \$199,000                                                    |
| Verification       | Other sources: CoStar, Public records, Confirmed by Walter Humphrey |

|            |           |
|------------|-----------|
| Sale Price | \$125,000 |
|------------|-----------|

**Land Data**

|            |                                  |
|------------|----------------------------------|
| Zoning     | CTS, Commercial Trade & Services |
| Topography | Cleared                          |
| Utilities  | All                              |
| Dimensions | 50 x 200 feet                    |
| Shape      | Square                           |
| Flood Info | X                                |
| Depth      | 200                              |

**Land Size Information**

|                 |                                       |
|-----------------|---------------------------------------|
| Gross Land Size | 0.230 Acres or 10,000 SF              |
| Front Footage   | 50 ft Total Frontage: 50 ft Mountain; |

**Indicators**

|                       |           |
|-----------------------|-----------|
| Sale Price/Gross Acre | \$544,500 |
| Sale Price/Gross SF   | \$12.50   |
| Sale Price/Front Foot | \$25,000  |

**Remarks**

The property is 1 block N of Highway 98.



**Land Sale No. 3****Property Identification**

|                   |                                                        |
|-------------------|--------------------------------------------------------|
| Record ID         | 3210                                                   |
| Property Type     | Vacant Land, Vacant Commercial                         |
| Address           | 146 Calhoun Dr, Destin, Okaloosa County, Florida 32541 |
| Location          | E side                                                 |
| Tax ID            | 00-2S-22-0310-000D-0720                                |
| Legal Description | M & B, Block E, Calhoun 2nd Revision                   |
| MSA               | Fort Walton Beach                                      |
| Market Type       | Vacant land                                            |

**Sale Data**

|                    |                                                                       |
|--------------------|-----------------------------------------------------------------------|
| Grantor            | Biel REO, LLC                                                         |
| Grantee            | Old Town Cottages Development, LLC                                    |
| Sale Date          | August 03, 2016                                                       |
| Deed Book/Page     | 3259/4330                                                             |
| Recorded Plat      | 2/43-A                                                                |
| Property Rights    | Fee simple                                                            |
| Conditions of Sale | Arm's length                                                          |
| Financing          | Cash                                                                  |
| Sale History       | Foreclosed in November 2012                                           |
| Verification       | Other sources: Internet, Public records, Confirmed by Walter Humphrey |
| Sale Price         | \$175,000                                                             |

**Land Data**

|            |                                       |
|------------|---------------------------------------|
| Zoning     | ROI, Residential Office Institutional |
| Topography | Cleared                               |
| Utilities  | All                                   |
| Dimensions | 70 x 279 +/- feet                     |
| Shape      | Irregular                             |
| Flood Info | X                                     |
| Depth      | 200                                   |

**Land Size Information**

|                 |                                         |
|-----------------|-----------------------------------------|
| Gross Land Size | 0.450 Acres or 19,602 SF                |
| Front Footage   | 70 ft Total Frontage: 70 ft Calhoun Dr; |

**Indicators**

|                       |           |
|-----------------------|-----------|
| Sale Price/Gross Acre | \$388,889 |
| Sale Price/Gross SF   | \$8.93    |
| Sale Price/Front Foot | \$2,500   |

**Remarks**

The property is adjacent to a larger lot previously acquired.



**VACANT LAND SALES ADJUSTMENT GRID**

| ELEMENTS OF COMPARISON           | SUBJECT                  | SALE 1                       | SALE 2                   | SALE 3                      |
|----------------------------------|--------------------------|------------------------------|--------------------------|-----------------------------|
| Sale Price                       | N/A                      | \$600,000                    | \$125,000                | \$175,000                   |
| Non-realty Components of Value   | None                     | None                         | None                     | None                        |
| Non-realty Components Adjustment |                          | ---                          | ---                      | ---                         |
| Adjusted Sales Price             |                          | \$600,000                    | \$125,000                | \$175,000                   |
| Property Rights Conveyed         | Fee Simple               | Fee Simple                   | Fee Simple               | Fee Simple                  |
| Property Rights Adjustment       | ---                      | ---                          | ---                      | ---                         |
| Adjusted Sales Price             |                          | \$600,000                    | \$125,000                | \$175,000                   |
| Financing Terms                  | Market                   | Cash                         | Cash                     | Cash                        |
| Financing Adjustment             | ---                      | ---                          | ---                      | ---                         |
| Adjusted Sales Price             |                          | \$600,000                    | \$125,000                | \$175,000                   |
| Conditions of Sale               | Arms-length              | Arms-length                  | Arms-length              | Arms-length                 |
| Conditions Adjustment            | ---                      | ---                          | ---                      | ---                         |
| Adjusted Sales Price             |                          | \$600,000                    | \$125,000                | \$175,000                   |
| Market Conditions (Time)         | 08/12/2017               | January 14, 2014             | February 14, 2014        | August 3, 2016              |
| Market Conditions Adjustment     | ---                      | ---                          | ---                      | ---                         |
| Adjusted Sale Price (Total)      | N/A                      | \$600,000                    | \$125,000                | \$175,000                   |
| Adjusted Sale Price per Acre     | N/A                      | \$15.00                      | \$12.50                  | \$8.93                      |
| Location                         | 108 Sibert Ave<br>Destin | 405 Mountain Drive<br>Destin | Mountain Drive<br>Destin | 146 Calhoun Drive<br>Destin |
| Adjustment                       | ---                      | -10.00%                      | -10.00%                  | ---                         |
| Size: SF                         | 22,290                   | 40,000                       | 10,000                   | 19,602                      |
| Adjustment                       | ---                      | 5.00%                        | -5.00%                   | ---                         |
| Dimensions                       | Rectangular              | Square                       | Rectangle                | Rectangle                   |
| Adjustment                       | ---                      | ---                          | ---                      | ---                         |
| Zoning                           | ROI                      | CTS                          | CTS                      | ROI                         |
| Adjustment                       | ---                      | ---                          | ---                      | ---                         |
| Highest and Best Use             | Commercial               | Same                         | Same                     | Mixed Use                   |
| Adjustment                       | ---                      | ---                          | ---                      | 5.00%                       |
| Utilities                        | All                      | All                          | All                      | All                         |
| Adjustment                       | ---                      | ---                          | ---                      | ---                         |
| Topography                       | Slopes up                | Level                        | Level                    | Level                       |
| Adjustment                       | ---                      | ---                          | ---                      | ---                         |
| Functional Utility               | Average                  | Good - Front = Depth         | Same                     | Same                        |
| Adjustment                       | ---                      | -10.00%                      | ---                      | ---                         |
| Access                           | Average                  | Same                         | Same                     | Same                        |
| Adjustment                       | ---                      | ---                          | ---                      | ---                         |
| Net Adjustment/%                 | N/A                      | -15.0%                       | -15.0%                   | 5.0%                        |
| \$ per SF:                       | ---                      | (\$2.25)                     | (\$1.88)                 | \$0.45                      |
| INDICATED VALUE @ SF             |                          | \$12.75                      | \$10.63                  | \$9.37                      |

**Explanation of  
Adjustments  
to Comparable  
Land Sales**

Adjustments are typically made to the comparable land sales to account for differences between each of the comparable land sales, and the subject property "as vacant." An analysis of each of the elements of comparison and adjustments applied to the comparable site sales to account for the differences is presented below. The presence or absence of adjustments is based on observation of market trends and preferences, and is not based on statistical regression analyses, bracketing, or matched pair studies due to the limited data and scatter of diverse data. Costs for changes are also recognized.

**Non-Realty  
Components**

No adjustments are indicated.

**Property Rights  
Conveyed**

Each of the properties was conveyed in fee simple ownership by warranty deed instruments. The subject property is owned in fee simple. Therefore, no adjustments are required for property rights.

**Financing**

All of the comparable land sales employed herein sold with cash to the seller. No adjustment is required for financing.

**Conditions of Sale**

All of the sales appeared to be arms-length transactions with no duress. No adjustments are indicated.

**Market Conditions  
(Time)**

Absent a wealth of data, no adjustments are made for market changes.

**Location**

Sales № 1 and № 2 were in superior locations. Sale № 3 was in an inferior location. Adjustments were indicated.

**Size**

I compared the size of comparable sales and the subject land. Sales № 1 and № 2 were adjusted based on economy of scale (larger parcel theory).

**Dimensions/Shape**

No adjustments are indicated.

**Zoning**

No adjustments are indicated.

**Highest and Best Use**

Sale № 3 was adjusted upward for inferior highest and best use.

**Utilities**

No adjustments are indicated.

**Topography**

No adjustments are indicated.

**Functional Utility**

Sale № 2 was adjusted for its superior frontage to depth ratio.

**Access**

No adjustments are indicated.

**Net  
Percentage**

The net adjustment percentage represents the net effect of all the adjustments applied to a particular comparable land sale. Net adjustments to the comparable land sales ranged from plus 5.0% to minus 15.0%.

**Discussion**

Sale № 3 is the most recent. Sale № 1 is judged to be least similar compared to the subject. Market data shows prices over a wide range for similar properties.

**Indication**

The above data supports a market value ranging from \$9.37 to \$12.75 per SF for the subject. A more probable range is \$10.50 to \$11.75 per SF.

**Calculations**

$22,290 \text{ SF} \times \$10.50 \text{ per SF} = \$234,045$

$22,290 \text{ SF} \times \$11.75 \text{ per SF} = \$261,908$

**Conclusion**

\$250,000

### **RECONCILIATION OF VALUE**

**Site Value**

There is very little vacant land, off major roads, and with commercial uses remaining in Destin. Sales are not frequent.

The quality and quantity of data are sufficient to derive a fair market value.

Other sales considered, but not used, were significantly distant in location, or different in size.

### **CONCLUSION OF FAIR MARKET VALUE**

**\$250,000**

ADDENDA

Public Records

Listing

Demographics

Qualifications of the Appraiser





## Okaloosa County Appraiser

Parcel: 00-2S-22-0310-000D-3780 Acres: 0

|       |                                    |                 |        |
|-------|------------------------------------|-----------------|--------|
| Name: | ENGLESTAD WILBUR J                 | Land Value:     | 85,082 |
| Site: | 108 SIBERT AVE C DESTIN            | Building Value: | 1,249  |
| Sale: | \$100 on 1991-08 Reason=I Qual=U   | Misc Value:     | 0      |
| Mail: | 608 FIR AVE<br>NICEVILLE, FL 32578 | Just Value:     | 86,331 |
|       |                                    | Assessed Value  | 86,331 |
|       |                                    | Exempt Value    | 0      |
|       |                                    | Taxable Value   | 86,331 |



Okaloosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 08/15/17 : 14:51:12





|                               |                                 |                             |                                   |                                       |                               |
|-------------------------------|---------------------------------|-----------------------------|-----------------------------------|---------------------------------------|-------------------------------|
| <a href="#">Sales In Area</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Field Definitions</a> | <a href="#">Return to Main Search</a> | <a href="#">Okaloosa Home</a> |
| Owner and Parcel Information  |                                 |                             |                                   |                                       |                               |
| Owner Name                    | ENGLESTAD WILBUR J              |                             | Today's Date                      | August 15, 2017                       |                               |
| Mailing Address               | 608 FIR AVE                     |                             | Parcel Number                     | 00-2S-22-0310-000D-3780               |                               |
|                               | NICEVILLE, FL 32578             |                             | Tax District                      | DESTIN (District 10)                  |                               |
| Location Address              | 108 SIBERT AVE C DESTIN         |                             | 2016 Millage Rates                | 12.9894                               |                               |
| Property Usage                | SINGLE FAM (000100)             |                             | Acreage                           | 0                                     |                               |
| Section Township Range        | 00-2S-22                        |                             | Homestead                         | N                                     |                               |
| Business Name                 |                                 |                             |                                   |                                       |                               |

[Show Parcel Maps](#)

| Value Information                                                                                                                                                             |                       |                       | Legal Information                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                               | 2015 Certified Values | 2016 Certified Values | CALHOUN S/D DESTIN LOT 378 BLK D<br><br><b>The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.</b> |
| <b>Building Value</b>                                                                                                                                                         | \$16,874              | \$1,249               |                                                                                                                                                                                        |
| <b>Extra Feature Value</b>                                                                                                                                                    | \$0                   | \$0                   |                                                                                                                                                                                        |
| <b>Land Value</b>                                                                                                                                                             | \$80,266              | \$85,082              |                                                                                                                                                                                        |
| <b>Land Agricultural Value</b>                                                                                                                                                | \$0                   | \$0                   |                                                                                                                                                                                        |
| <b>Agricultural (Market) Value</b>                                                                                                                                            | \$0                   | \$0                   |                                                                                                                                                                                        |
| <b>Just (Market) Value*</b>                                                                                                                                                   | \$97,140              | \$86,331              |                                                                                                                                                                                        |
| <b>Assessed Value</b>                                                                                                                                                         | \$85,545              | \$86,331              |                                                                                                                                                                                        |
| <b>Exempt Value</b>                                                                                                                                                           | \$45,412              | \$0                   |                                                                                                                                                                                        |
| <b>Taxable Value</b>                                                                                                                                                          | \$40,133              | \$86,331              |                                                                                                                                                                                        |
| *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. |                       |                       |                                                                                                                                                                                        |
| <a href="#">Tax Information</a>                                                                                                                                               |                       |                       |                                                                                                                                                                                        |

| Building Information                 |                   |                    |                      |                   |                          |                             |
|--------------------------------------|-------------------|--------------------|----------------------|-------------------|--------------------------|-----------------------------|
| <b>Type</b>                          | <b>Total Area</b> | <b>Heated Area</b> | <b>Exterior Wall</b> | <b>Roof Cover</b> | <b>Interior Wall</b>     | <b>Flooring</b>             |
| SINGLE FAM                           | 1,120             | 712                | CONC BLOCK           | BUILT-UP          | MINIMUM                  | NONE                        |
| <b>Heating Type</b>                  | <b>A/C Type</b>   | <b>Baths</b>       | <b>Bedrooms</b>      | <b>Stories</b>    | <b>Actual Year Built</b> | <b>Effective Year Built</b> |
| FORCED AIR                           | NONE              | 1                  | 2                    | 0                 | 1961                     | 1961                        |
| <a href="#">Show Building Sketch</a> |                   |                    |                      |                   |                          |                             |

| Extra Features Data                     |                        |                                     |              |                             |
|-----------------------------------------|------------------------|-------------------------------------|--------------|-----------------------------|
| <b>Description</b>                      | <b>Number of Items</b> | <b>Unit Length x Width x Height</b> | <b>Units</b> | <b>Effective Year Built</b> |
| No records associated with this parcel. |                        |                                     |              |                             |

| Land Information |                        |                  |                 |              |
|------------------|------------------------|------------------|-----------------|--------------|
| <b>LAND USE</b>  | <b>NUMBER OF UNITS</b> | <b>UNIT TYPE</b> | <b>Frontage</b> | <b>Depth</b> |
| TRLR PARK        | 75                     | FF               | 75              | 225          |
| TRLR PARK        | 75                     | FF               | 75              | 100          |

| Sale Information              |                                 |                             |                                   |                                       |                               |                           |                           |                    |                              |
|-------------------------------|---------------------------------|-----------------------------|-----------------------------------|---------------------------------------|-------------------------------|---------------------------|---------------------------|--------------------|------------------------------|
| <b>Multi-Parcel Sale</b>      | <b>Sale Date</b>                | <b>Sale Price</b>           | <b>Instrument</b>                 | <b>Deed Book</b>                      | <b>Deed Page</b>              | <b>Sale Qualification</b> | <b>Vacant or Improved</b> | <b>Grantor</b>     | <b>Grantee</b>               |
| No                            | 08-12-1991                      | \$ 100                      | Quit Claim Deed                   | <a href="#">2975</a>                  | <a href="#">3902</a>          | Unqualified               | Improved                  | ENGLESTAD BETTY J  | ENGLESTAD WILBUR J           |
| No                            | 12-22-1988                      | \$ 100                      | Quit Claim Deed                   | <a href="#">2975</a>                  | <a href="#">3901</a>          | Unqualified               | Improved                  | ENGLESTAD ROBERT J | ENGLESTAD WILBUR J & BETTY J |
| No                            | 03-01-1988                      | \$ 64,200                   | Warranty Deed                     | <a href="#">1442</a>                  | <a href="#">1474</a>          | Qualified                 | Improved                  |                    | ENGLESTAD W J & B J & R J    |
| No                            | 07-01-1983                      | \$ 75,000                   | Warranty Deed                     | <a href="#">1201</a>                  | <a href="#">417</a>           | Unqualified               | Improved                  |                    |                              |
| No                            | 06-01-1981                      | \$ 100                      | Quit Claim Deed                   | <a href="#">1120</a>                  | <a href="#">814</a>           | Unqualified               | Improved                  |                    |                              |
| No                            | 01-01-1981                      | \$ 65,000                   | Warranty Deed                     | <a href="#">1109</a>                  | <a href="#">1507</a>          | Unqualified               | Improved                  |                    |                              |
| No                            | 05-01-1978                      | \$ 32,500                   | Warranty Deed                     | <a href="#">976</a>                   | <a href="#">281</a>           | Qualified                 | Improved                  |                    |                              |
| <a href="#">Sales In Area</a> | <a href="#">Previous Parcel</a> | <a href="#">Next Parcel</a> | <a href="#">Field Definitions</a> | <a href="#">Return to Main Search</a> | <a href="#">Okaloosa Home</a> |                           |                           |                    |                              |

The Okaloosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: August 14, 2017



QUIT-CLAIM DEED

**This Quit-Claim Deed, Executed this 12th day of August, A. D. 19 91, by**

BETTY J. ENGLESTAD

first party, to

WILBUR J. ENGLESTAD

whose postoffice address is 108 C Sibert Avenue, Destin, Florida 32541

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**Witnesseth,** That the said first party, for and in consideration of the sum of \$ in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Okaloosa State of Florida, to-wit:

Lot 378, Block D, Second Revision of Calhouns Subdivision of addition to Town of Destin, Florida, according to the plat thereof as recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

**To Have and to Hold** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

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

Signed, sealed and delivered in presence of:

*[Signature: Jean M. Tucker]* *[Signature: Betty J. Englestad]*

STATE OF Florida }  
COUNTY OF Okaloosa

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, personally appeared Betty J. Englestad

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

Witness my hand and official seal in the County and State aforesaid this August 12, day of August 19 91

*[Notary Seal: Notary Public, State of Florida, Commission Expires 12-22-91]*  
This instrument prepared by:  
Address:

SPACE BELOW FOR RECORDERS USE





# Ben Anderson Okaloosa County Tax Collector

## 2016 Roll Details — Real Estate Account At 108 SIBERT C, DESTIN 32541

[Print this page](#)

Real Estate Account #002S220310000D3780

Parcel details

Latest bill

Full bill history

2016

2015

2014

2013

...

1998

PAID

PAID

PAID

PAID

PAID

Get Bills by Email

**PAID** 2016-11-04

\$1,076.53

Receipt #303-  
16001678

**Owner:** ENGLESTAD WILBUR J  
608 FIR AVE  
NICEVILLE, FL 32578

**Situs:** 108 SIBERT C  
DESTIN 32541

**Account number:** 002S220310000D3780**Alternate Key:** 1001687**Millage code:** DEDF - DESTIN**Millage rate:** 12.9894**Assessed value:** 86,331**School assessed value:** 86,331**Unimproved land value:** 85,082

Location is not guaranteed to be accurate.

**Property Appraiser**

2016 Annual bill

View

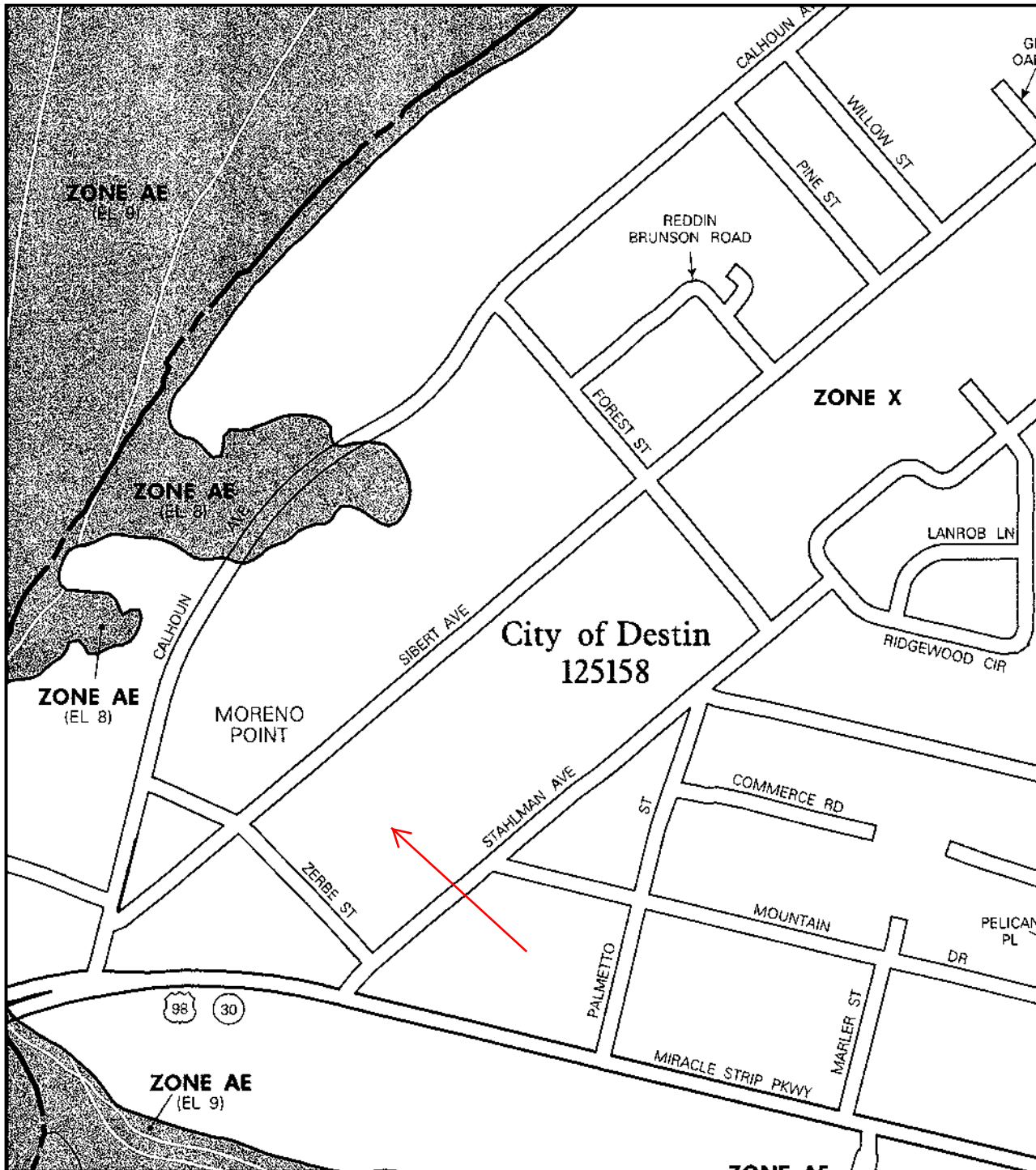
Legal description

**Ad valorem:** \$1,121.39**Non-ad valorem:** \$0.00**Total Discountable:** 1121.39**No Discount NAVA:** 0.00**Total tax:**

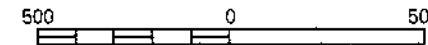
CALHOUN S/D DESTIN LOT 378 BLK D

Location

**Book, page, item:** 2975-3902-**Range:** 22**Township:** 2S**Section:** 00



APPROXIMATE SCALE



# NATIONAL FLOOD INSURANCE PROGRAM

## **FIRM** FLOOD INSURANCE RATE MAP OKALOOSA COUNTY, FLORIDA AND INCORPORATED AREAS

PANEL 469 OF 494

(SEE MAP INDEX FOR PANELS NOT PRINTED)

### CONTAINS:

| COMMUNITY         | NUMBER | PANEL | SUFFIX |
|-------------------|--------|-------|--------|
| DESTIN, CITY OF   | 125158 | 0469  | IL     |
| OKALOOSA, CITY OF | 120173 | 0469  | H      |

Notice to User: The MAP NUMBER shown below should be used when obtaining map orders; the COMMUNITY NUMBER shown above should be used on insurance applications for the insured community.

**MAP NUMBER**  
**12091C0469H**

**EFFECTIVE DATE:**  
**DECEMBER 6, 2002**



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

**\$800,000****108 Sibert Avenue  
Destin, FL 32541****MLS #: 771514**

---

## Commercial

Location! Highly Desired location close to Destin Harbor, public parking, and library.

---

## Property Features

- **Property Type:** Commercial
- **Sub Type:** Commercial
- **Listing Status:** Active
- **Listing Price:** \$800,000
- **County/Area:** Okaloosa County
- **Zip Code:** 32541
- **Acres:** 0.51 acre lot
- **Zoning:** Commercial
- **Land: Property Type:** Commercial
- **Lot Depth:** 225.00
- **Lot Frontage:** 75.00
- **Sub Area:** 1402 - E Destin No Of 98

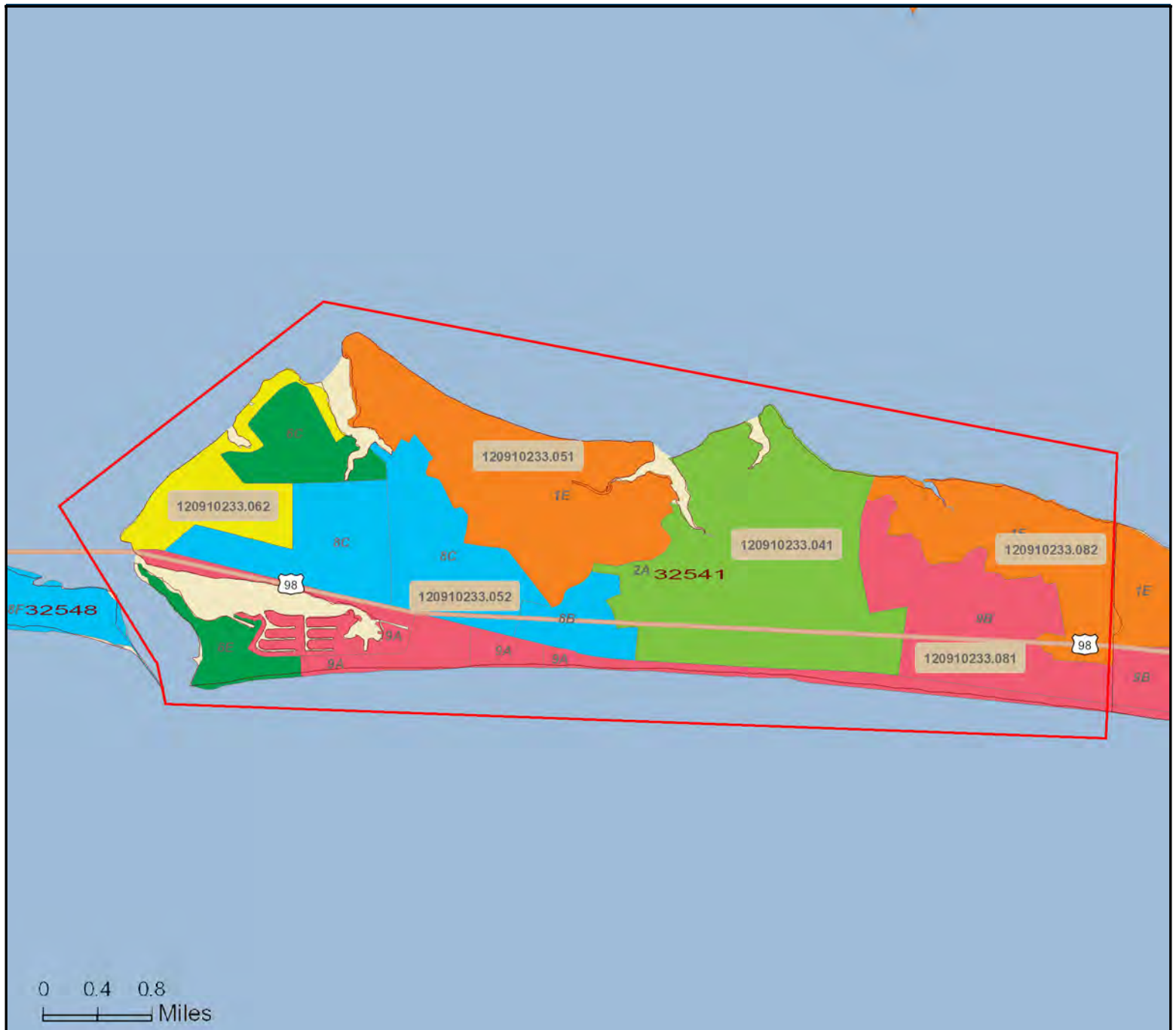
Your  
Photo  
Here

**Crystal Shores Realty**  
Navarre, FL 32566  
Phone: 850-939-3837  
Toll Free: 1-888-880-3837  
Email: [crystalshores1@mchsi.com](mailto:crystalshores1@mchsi.com)

**No Logo**







## Tapestry LifeMode

- |                                                               |                                                                   |
|---------------------------------------------------------------|-------------------------------------------------------------------|
| <span style="color: #8B4513;">■</span> L1: Affluent Estates   | <span style="color: #00B0F0;">■</span> L8: Middle Ground          |
| <span style="color: #4CAF50;">■</span> L2: Upscale Avenues    | <span style="color: #E91E63;">■</span> L9: Senior Styles          |
| <span style="color: #2196F3;">■</span> L3: Uptown Individuals | <span style="color: #D7CCC8;">■</span> L10: Rustic Outposts       |
| <span style="color: #F44336;">■</span> L4: Family Landscapes  | <span style="color: #00897B;">■</span> L11: Midtown Singles       |
| <span style="color: #FFEB3B;">■</span> L5: GenXurban          | <span style="color: #FF9800;">■</span> L12: Hometown              |
| <span style="color: #4CAF50;">■</span> L6: Cozy Country       | <span style="color: #9C27B0;">■</span> L13: Next Wave             |
| <span style="color: #9575CD;">■</span> L7: Ethnic Enclaves    | <span style="color: #8BC34A;">■</span> L14: Scholars and Patriots |



Source: Esri

## Tapestry Segmentation

Tapestry Segmentation represents the latest generation of market segmentation systems that began over 30 years ago. The 68-segment Tapestry Segmentation system classifies U.S. neighborhoods based on their socioeconomic and demographic composition. Each segment is identified by its two-digit Segment Code. Match the two-digit segment labels on the map to the list below. Click each segment below for a detailed description.

|                                                         |                                                         |
|---------------------------------------------------------|---------------------------------------------------------|
| <a href="#">Segment 1A (Top Tier)</a>                   | <a href="#">Segment 8C (Bright Young Professionals)</a> |
| <a href="#">Segment 1B (Professional Pride)</a>         | <a href="#">Segment 8D (Downtown Melting Pot)</a>       |
| <a href="#">Segment 1C (Boomburbs)</a>                  | <a href="#">Segment 8E (Front Porches)</a>              |
| <a href="#">Segment 1D (Savvy Suburbanites)</a>         | <a href="#">Segment 8F (Old and Newcomers)</a>          |
| <a href="#">Segment 1E (Exurbanites)</a>                | <a href="#">Segment 8G (Hardscrabble Road)</a>          |
| <a href="#">Segment 2A (Urban Chic)</a>                 | <a href="#">Segment 9A (Silver &amp; Gold)</a>          |
| <a href="#">Segment 2B (Pleasantville)</a>              | <a href="#">Segment 9B (Golden Years)</a>               |
| <a href="#">Segment 2C (Pacific Heights)</a>            | <a href="#">Segment 9C (The Elders)</a>                 |
| <a href="#">Segment 2D (Enterprising Professionals)</a> | <a href="#">Segment 9D (Senior Escapes)</a>             |
| <a href="#">Segment 3A (Laptops and Lattes)</a>         | <a href="#">Segment 9E (Retirement Communities)</a>     |
| <a href="#">Segment 3B (Metro Renters)</a>              | <a href="#">Segment 9F (Social Security Set)</a>        |
| <a href="#">Segment 3C (Trendsetters)</a>               | <a href="#">Segment 10A (Southern Satellites)</a>       |
| <a href="#">Segment 4A (Soccer Moms)</a>                | <a href="#">Segment 10B (Rooted Rural)</a>              |
| <a href="#">Segment 4B (Home Improvement)</a>           | <a href="#">Segment 10C (Diners &amp; Miners)</a>       |
| <a href="#">Segment 4C (Middleburg)</a>                 | <a href="#">Segment 10D (Down the Road)</a>             |
| <a href="#">Segment 5A (Comfortable Empty Nesters)</a>  | <a href="#">Segment 10E (Rural Bypasses)</a>            |
| <a href="#">Segment 5B (In Style)</a>                   | <a href="#">Segment 11A (City Strivers)</a>             |
| <a href="#">Segment 5C (Parks and Rec)</a>              | <a href="#">Segment 11B (Young and Restless)</a>        |
| <a href="#">Segment 5D (Rustbelt Traditions)</a>        | <a href="#">Segment 11C (Metro Fusion)</a>              |
| <a href="#">Segment 5E (Midlife Constants)</a>          | <a href="#">Segment 11D (Set to Impress)</a>            |
| <a href="#">Segment 6A (Green Acres)</a>                | <a href="#">Segment 11E (City Commons)</a>              |
| <a href="#">Segment 6B (Salt of the Earth)</a>          | <a href="#">Segment 12A (Family Foundations)</a>        |
| <a href="#">Segment 6C (The Great Outdoors)</a>         | <a href="#">Segment 12B (Traditional Living)</a>        |
| <a href="#">Segment 6D (Prairie Living)</a>             | <a href="#">Segment 12C (Small Town Simplicity)</a>     |
| <a href="#">Segment 6E (Rural Resort Dwellers)</a>      | <a href="#">Segment 12D (Modest Income Homes)</a>       |
| <a href="#">Segment 6F (Heartland Communities)</a>      | <a href="#">Segment 13A (International Marketplace)</a> |
| <a href="#">Segment 7A (Up and Coming Families)</a>     | <a href="#">Segment 13B (Las Casas)</a>                 |
| <a href="#">Segment 7B (Urban Villages)</a>             | <a href="#">Segment 13C (NeWest Residents)</a>          |
| <a href="#">Segment 7C (American Dreamers)</a>          | <a href="#">Segment 13D (Fresh Ambitions)</a>           |
| <a href="#">Segment 7D (Barrios Urbanos)</a>            | <a href="#">Segment 13E (High Rise Renters)</a>         |
| <a href="#">Segment 7E (Valley Growers)</a>             | <a href="#">Segment 14A (Military Proximity)</a>        |
| <a href="#">Segment 7F (Southwestern Families)</a>      | <a href="#">Segment 14B (College Towns)</a>             |
| <a href="#">Segment 8A (City Lights)</a>                | <a href="#">Segment 14C (Dorms to Diplomas)</a>         |
| <a href="#">Segment 8B (Emerald City)</a>               | <a href="#">Segment 15 (Unclassified)</a>               |





## Community Profile

Polygon 10  
Area: 17.26 square miles

Prepared by Esri



Vacant Housing reflects vacation/second homes.

### Population Summary

|                               |        |
|-------------------------------|--------|
| 2000 Total Population         | 12,488 |
| 2010 Total Population         | 15,565 |
| 2017 Total Population         | 16,976 |
| 2017 Group Quarters           | 107    |
| 2022 Total Population         | 18,156 |
| 2017-2022 Annual Rate         | 1.35%  |
| 2017 Total Daytime Population | 28,689 |
| Workers                       | 21,019 |
| Residents                     | 7,670  |

### Household Summary

|                             |       |
|-----------------------------|-------|
| 2000 Households             | 5,505 |
| 2000 Average Household Size | 2.25  |
| 2010 Households             | 6,788 |
| 2010 Average Household Size | 2.28  |
| 2017 Households             | 7,329 |
| 2017 Average Household Size | 2.30  |
| 2022 Households             | 7,809 |
| 2022 Average Household Size | 2.31  |
| 2017-2022 Annual Rate       | 1.28% |
| 2010 Families               | 4,135 |
| 2010 Average Family Size    | 2.75  |
| 2017 Families               | 4,419 |
| 2017 Average Family Size    | 2.79  |
| 2022 Families               | 4,687 |
| 2022 Average Family Size    | 2.80  |
| 2017-2022 Annual Rate       | 1.18% |

### Housing Unit Summary

|                               |        |
|-------------------------------|--------|
| 2000 Housing Units            | 11,459 |
| Owner Occupied Housing Units  | 35.0%  |
| Renter Occupied Housing Units | 13.0%  |
| Vacant Housing Units          | 52.0%  |
| 2010 Housing Units            | 15,748 |
| Owner Occupied Housing Units  | 27.3%  |
| Renter Occupied Housing Units | 15.8%  |
| Vacant Housing Units          | 56.9%  |
| 2017 Housing Units            | 17,108 |
| Owner Occupied Housing Units  | 25.2%  |
| Renter Occupied Housing Units | 17.6%  |
| Vacant Housing Units          | 57.2%  |
| 2022 Housing Units            | 18,253 |
| Owner Occupied Housing Units  | 25.0%  |
| Renter Occupied Housing Units | 17.8%  |
| Vacant Housing Units          | 57.2%  |

### Median Household Income

|      |          |
|------|----------|
| 2017 | \$68,500 |
| 2022 | \$77,043 |

### Median Home Value

|      |           |
|------|-----------|
| 2017 | \$319,226 |
| 2022 | \$386,005 |

### Per Capita Income

|      |          |
|------|----------|
| 2017 | \$45,673 |
| 2022 | \$51,021 |

### Median Age

|      |      |
|------|------|
| 2010 | 41.9 |
| 2017 | 43.9 |
| 2022 | 45.1 |

**Data Note:** Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022 Esri converted Census 2000 data into 2010 geography.

August 16, 2017



## Community Profile

Polygon 10  
Area: 17.26 square miles

Prepared by Esri

### 2017 Households by Income

|                       |       |
|-----------------------|-------|
| Household Income Base | 7,329 |
| <\$15,000             | 5.3%  |
| \$15,000 - \$24,999   | 6.8%  |
| \$25,000 - \$34,999   | 7.3%  |
| \$35,000 - \$49,999   | 13.6% |
| \$50,000 - \$74,999   | 21.1% |
| \$75,000 - \$99,999   | 13.3% |
| \$100,000 - \$149,999 | 15.2% |
| \$150,000 - \$199,999 | 6.3%  |
| \$200,000+            | 11.2% |

Average Household Income \$105,216

### 2022 Households by Income

|                       |       |
|-----------------------|-------|
| Household Income Base | 7,809 |
| <\$15,000             | 4.8%  |
| \$15,000 - \$24,999   | 5.9%  |
| \$25,000 - \$34,999   | 6.0%  |
| \$35,000 - \$49,999   | 11.5% |
| \$50,000 - \$74,999   | 20.2% |
| \$75,000 - \$99,999   | 15.3% |
| \$100,000 - \$149,999 | 17.2% |
| \$150,000 - \$199,999 | 6.8%  |
| \$200,000+            | 12.4% |

Average Household Income \$118,085

### 2017 Owner Occupied Housing Units by Value

|                       |       |
|-----------------------|-------|
| Total                 | 4,312 |
| <\$50,000             | 1.1%  |
| \$50,000 - \$99,999   | 2.3%  |
| \$100,000 - \$149,999 | 5.7%  |
| \$150,000 - \$199,999 | 10.1% |
| \$200,000 - \$249,999 | 14.2% |
| \$250,000 - \$299,999 | 13.2% |
| \$300,000 - \$399,999 | 17.4% |
| \$400,000 - \$499,999 | 7.5%  |
| \$500,000 - \$749,999 | 13.2% |
| \$750,000 - \$999,999 | 6.8%  |
| \$1,000,000 +         | 8.5%  |

Average Home Value \$437,604

### 2022 Owner Occupied Housing Units by Value

|                       |       |
|-----------------------|-------|
| Total                 | 4,564 |
| <\$50,000             | 0.4%  |
| \$50,000 - \$99,999   | 0.8%  |
| \$100,000 - \$149,999 | 2.7%  |
| \$150,000 - \$199,999 | 5.9%  |
| \$200,000 - \$249,999 | 10.7% |
| \$250,000 - \$299,999 | 12.8% |
| \$300,000 - \$399,999 | 19.4% |
| \$400,000 - \$499,999 | 9.2%  |
| \$500,000 - \$749,999 | 17.0% |
| \$750,000 - \$999,999 | 9.8%  |
| \$1,000,000 +         | 11.4% |

Average Home Value \$516,773

**Data Note:** Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022 Esri converted Census 2000 data into 2010 geography.

August 16, 2017



## Community Profile

Polygon 10  
Area: 17.26 square miles

Prepared by Esri

### 2010 Population by Age

|         |        |
|---------|--------|
| Total   | 15,565 |
| 0 - 4   | 5.1%   |
| 5 - 9   | 5.2%   |
| 10 - 14 | 5.0%   |
| 15 - 24 | 11.2%  |
| 25 - 34 | 15.0%  |
| 35 - 44 | 12.5%  |
| 45 - 54 | 16.5%  |
| 55 - 64 | 13.5%  |
| 65 - 74 | 9.5%   |
| 75 - 84 | 5.1%   |
| 85 +    | 1.4%   |
| 18 +    | 81.6%  |

### 2017 Population by Age

|         |        |
|---------|--------|
| Total   | 16,976 |
| 0 - 4   | 4.5%   |
| 5 - 9   | 5.2%   |
| 10 - 14 | 5.0%   |
| 15 - 24 | 9.8%   |
| 25 - 34 | 14.9%  |
| 35 - 44 | 11.9%  |
| 45 - 54 | 14.0%  |
| 55 - 64 | 15.2%  |
| 65 - 74 | 11.8%  |
| 75 - 84 | 5.7%   |
| 85 +    | 1.9%   |
| 18 +    | 82.6%  |

### 2022 Population by Age

|         |        |
|---------|--------|
| Total   | 18,156 |
| 0 - 4   | 4.4%   |
| 5 - 9   | 5.0%   |
| 10 - 14 | 5.1%   |
| 15 - 24 | 9.2%   |
| 25 - 34 | 13.7%  |
| 35 - 44 | 12.5%  |
| 45 - 54 | 12.7%  |
| 55 - 64 | 15.2%  |
| 65 - 74 | 13.4%  |
| 75 - 84 | 6.6%   |
| 85 +    | 2.2%   |
| 18 +    | 82.8%  |

### 2010 Population by Sex

|         |       |
|---------|-------|
| Males   | 7,873 |
| Females | 7,692 |

### 2017 Population by Sex

|         |       |
|---------|-------|
| Males   | 8,584 |
| Females | 8,392 |

### 2022 Population by Sex

|         |       |
|---------|-------|
| Males   | 9,175 |
| Females | 8,981 |

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022 Esri converted Census 2000 data into 2010 geography.

August 16, 2017



## Community Profile

Polygon 10  
Area: 17.26 square miles

Prepared by Esri

### 2010 Population by Race/Ethnicity

|                        |        |
|------------------------|--------|
| Total                  | 15,565 |
| White Alone            | 90.5%  |
| Black Alone            | 1.5%   |
| American Indian Alone  | 0.3%   |
| Asian Alone            | 2.1%   |
| Pacific Islander Alone | 0.1%   |
| Some Other Race Alone  | 2.6%   |
| Two or More Races      | 2.9%   |
| Hispanic Origin        | 6.2%   |
| Diversity Index        | 27.6   |

### 2017 Population by Race/Ethnicity

|                        |        |
|------------------------|--------|
| Total                  | 16,976 |
| White Alone            | 88.7%  |
| Black Alone            | 1.7%   |
| American Indian Alone  | 0.3%   |
| Asian Alone            | 2.2%   |
| Pacific Islander Alone | 0.1%   |
| Some Other Race Alone  | 3.4%   |
| Two or More Races      | 3.5%   |
| Hispanic Origin        | 8.7%   |
| Diversity Index        | 33.7   |

### 2022 Population by Race/Ethnicity

|                        |        |
|------------------------|--------|
| Total                  | 18,156 |
| White Alone            | 87.4%  |
| Black Alone            | 1.8%   |
| American Indian Alone  | 0.3%   |
| Asian Alone            | 2.3%   |
| Pacific Islander Alone | 0.1%   |
| Some Other Race Alone  | 4.1%   |
| Two or More Races      | 4.0%   |
| Hispanic Origin        | 10.8%  |
| Diversity Index        | 38.3   |

### 2010 Population by Relationship and Household Type

|                                 |        |
|---------------------------------|--------|
| Total                           | 15,565 |
| In Households                   | 99.2%  |
| In Family Households            | 75.5%  |
| Householder                     | 26.6%  |
| Spouse                          | 21.2%  |
| Child                           | 22.2%  |
| Other relative                  | 3.1%   |
| Nonrelative                     | 2.4%   |
| In Nonfamily Households         | 23.7%  |
| In Group Quarters               | 0.8%   |
| Institutionalized Population    | 0.7%   |
| Noninstitutionalized Population | 0.1%   |

**Data Note:** Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022 Esri converted Census 2000 data into 2010 geography.

August 16, 2017



## Community Profile

Polygon 10  
Area: 17.26 square miles

Prepared by Esri

### 2017 Population 25+ by Educational Attainment

|                              |        |
|------------------------------|--------|
| Total                        | 12,814 |
| Less than 9th Grade          | 1.0%   |
| 9th - 12th Grade, No Diploma | 2.2%   |
| High School Graduate         | 17.3%  |
| GED/Alternative Credential   | 3.2%   |
| Some College, No Degree      | 22.5%  |
| Associate Degree             | 9.7%   |
| Bachelor's Degree            | 30.0%  |
| Graduate/Professional Degree | 14.1%  |

### 2017 Population 15+ by Marital Status

|               |        |
|---------------|--------|
| Total         | 14,477 |
| Never Married | 27.5%  |
| Married       | 52.5%  |
| Widowed       | 4.3%   |
| Divorced      | 15.7%  |

### 2017 Civilian Population 16+ in Labor Force

|                                         |       |
|-----------------------------------------|-------|
| Civilian Employed                       | 96.5% |
| Civilian Unemployed (Unemployment Rate) | 3.5%  |

### 2017 Employed Population 16+ by Industry

|                               |       |
|-------------------------------|-------|
| Total                         | 9,206 |
| Agriculture/Mining            | 0.8%  |
| Construction                  | 13.8% |
| Manufacturing                 | 3.2%  |
| Wholesale Trade               | 1.4%  |
| Retail Trade                  | 10.5% |
| Transportation/Utilities      | 2.8%  |
| Information                   | 1.5%  |
| Finance/Insurance/Real Estate | 10.0% |
| Services                      | 52.8% |
| Public Administration         | 3.2%  |

### 2017 Employed Population 16+ by Occupation

|                                 |       |
|---------------------------------|-------|
| Total                           | 9,206 |
| White Collar                    | 66.0% |
| Management/Business/Financial   | 20.0% |
| Professional                    | 21.5% |
| Sales                           | 13.6% |
| Administrative Support          | 10.9% |
| Services                        | 18.2% |
| Blue Collar                     | 15.8% |
| Farming/Forestry/Fishing        | 0.9%  |
| Construction/Extraction         | 7.3%  |
| Installation/Maintenance/Repair | 2.0%  |
| Production                      | 1.0%  |
| Transportation/Material Moving  | 4.6%  |

### 2010 Population By Urban/ Rural Status

|                                     |        |
|-------------------------------------|--------|
| Total Population                    | 15,565 |
| Population Inside Urbanized Area    | 100.0% |
| Population Inside Urbanized Cluster | 0.0%   |
| Rural Population                    | 0.0%   |

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022 Esri converted Census 2000 data into 2010 geography.

August 16, 2017

## 2010 Households by Type

|                                      |       |
|--------------------------------------|-------|
| Total                                | 6,788 |
| Households with 1 Person             | 27.8% |
| Households with 2+ People            | 72.2% |
| Family Households                    | 60.9% |
| Husband-wife Families                | 48.7% |
| With Related Children                | 16.4% |
| Other Family (No Spouse Present)     | 12.2% |
| Other Family with Male Householder   | 4.4%  |
| With Related Children                | 2.5%  |
| Other Family with Female Householder | 7.9%  |
| With Related Children                | 4.8%  |
| Nonfamily Households                 | 11.3% |
| All Households with Children         | 24.3% |

## 2010 Households by Size

|                      |       |
|----------------------|-------|
| Total                | 6,788 |
| 1 Person Household   | 27.8% |
| 2 Person Household   | 41.5% |
| 3 Person Household   | 14.5% |
| 4 Person Household   | 10.3% |
| 5 Person Household   | 4.2%  |
| 6 Person Household   | 1.3%  |
| 7 + Person Household | 0.5%  |

## 2010 Households by Tenure and Mortgage Status

|                            |       |
|----------------------------|-------|
| Total                      | 6,788 |
| Owner Occupied             | 63.4% |
| Owned with a Mortgage/Loan | 43.2% |
| Owned Free and Clear       | 20.2% |
| Renter Occupied            | 36.6% |

## 2010 Housing Units By Urban/ Rural Status

|                                        |        |
|----------------------------------------|--------|
| Total Housing Units                    | 15,748 |
| Housing Units Inside Urbanized Area    | 100.0% |
| Housing Units Inside Urbanized Cluster | 0.0%   |
| Rural Housing Units                    | 0.0%   |

**Data Note:** Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022 Esri converted Census 2000 data into 2010 geography.



## Community Profile

Polygon 10  
Area: 17.26 square miles

Prepared by Esri

### Top 3 Tapestry Segments

1. Bright Young Professionals
2. Exurbanites (1E)
3. Urban Chic (2A)

### 2017 Consumer Spending

|                                                             |               |
|-------------------------------------------------------------|---------------|
| Apparel & Services: Total \$                                | \$20,384,739  |
| Average Spent                                               | \$2,781.38    |
| Spending Potential Index                                    | 129           |
| Education: Total \$                                         | \$13,872,688  |
| Average Spent                                               | \$1,892.85    |
| Spending Potential Index                                    | 130           |
| Entertainment/Recreation: Total \$                          | \$29,712,047  |
| Average Spent                                               | \$4,054.04    |
| Spending Potential Index                                    | 130           |
| Food at Home: Total \$                                      | \$46,391,425  |
| Average Spent                                               | \$6,329.84    |
| Spending Potential Index                                    | 126           |
| Food Away from Home: Total \$                               | \$31,476,936  |
| Average Spent                                               | \$4,294.85    |
| Spending Potential Index                                    | 129           |
| Health Care: Total \$                                       | \$53,052,068  |
| Average Spent                                               | \$7,238.65    |
| Spending Potential Index                                    | 129           |
| HH Furnishings & Equipment: Total \$                        | \$18,631,670  |
| Average Spent                                               | \$2,542.18    |
| Spending Potential Index                                    | 131           |
| Personal Care Products & Services: Total \$                 | \$7,694,772   |
| Average Spent                                               | \$1,049.91    |
| Spending Potential Index                                    | 132           |
| Shelter: Total \$                                           | \$155,408,148 |
| Average Spent                                               | \$21,204.55   |
| Spending Potential Index                                    | 131           |
| Support Payments/Cash Contributions/Gifts in Kind: Total \$ | \$23,203,984  |
| Average Spent                                               | \$3,166.05    |
| Spending Potential Index                                    | 135           |
| Travel: Total \$                                            | \$20,690,712  |
| Average Spent                                               | \$2,823.13    |
| Spending Potential Index                                    | 136           |
| Vehicle Maintenance & Repairs: Total \$                     | \$10,091,646  |
| Average Spent                                               | \$1,376.95    |
| Spending Potential Index                                    | 128           |

**Data Note:** Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

**Source:** Consumer Spending data are derived from the 2013 and 2014 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2017 and 2022 Esri converted Census 2000 data into 2010 geography.

August 16, 2017



## Business Summary

Polygon 10  
Area: 17.26 square miles

Prepared by Esri

### Data for all businesses in area

|                                                           |        |
|-----------------------------------------------------------|--------|
| Total Businesses:                                         | 2,000  |
| Total Employees:                                          | 18,362 |
| Total Residential Population:                             | 16,976 |
| Employee/Residential Population Ratio (per 100 Residents) | 108    |

### by SIC Codes

|                      | Businesses |         | Employees |         |
|----------------------|------------|---------|-----------|---------|
|                      | Number     | Percent | Number    | Percent |
| Agriculture & Mining | 22         | 1.1%    | 97        | 0.5%    |
| Construction         | 139        | 7.0%    | 754       | 4.1%    |
| Manufacturing        | 32         | 1.6%    | 408       | 2.2%    |
| Transportation       | 66         | 3.3%    | 354       | 1.9%    |
| Communication        | 12         | 0.6%    | 60        | 0.3%    |
| Utility              | 3          | 0.1%    | 81        | 0.4%    |
| Wholesale Trade      | 25         | 1.2%    | 176       | 1.0%    |

### Retail Trade Summary

|                                              |     |      |       |       |
|----------------------------------------------|-----|------|-------|-------|
| Home Improvement                             | 18  | 0.9% | 407   | 2.2%  |
| General Merchandise Stores                   | 16  | 0.8% | 903   | 4.9%  |
| Food Stores                                  | 44  | 2.2% | 655   | 3.6%  |
| Auto Dealers, Gas Stations, Auto Aftermarket | 43  | 2.1% | 307   | 1.7%  |
| Apparel & Accessory Stores                   | 87  | 4.3% | 767   | 4.2%  |
| Furniture & Home Furnishings                 | 43  | 2.1% | 402   | 2.2%  |
| Eating & Drinking Places                     | 177 | 8.8% | 3,767 | 20.5% |
| Miscellaneous Retail                         | 127 | 6.3% | 934   | 5.1%  |

### Finance, Insurance, Real Estate Summary

|                                                |     |       |       |       |
|------------------------------------------------|-----|-------|-------|-------|
| Banks, Savings & Lending Institutions          | 33  | 1.6%  | 289   | 1.6%  |
| Securities Brokers                             | 26  | 1.3%  | 87    | 0.5%  |
| Insurance Carriers & Agents                    | 32  | 1.6%  | 167   | 0.9%  |
| Real Estate, Holding, Other Investment Offices | 234 | 11.7% | 2,047 | 11.1% |

### Services Summary

|                                    |     |       |       |       |
|------------------------------------|-----|-------|-------|-------|
| Hotels & Lodging                   | 47  | 2.4%  | 740   | 4.0%  |
| Automotive Services                | 29  | 1.4%  | 118   | 0.6%  |
| Motion Pictures & Amusements       | 152 | 7.6%  | 1,270 | 6.9%  |
| Health Services                    | 73  | 3.6%  | 561   | 3.1%  |
| Legal Services                     | 44  | 2.2%  | 205   | 1.1%  |
| Education Institutions & Libraries | 9   | 0.5%  | 245   | 1.3%  |
| Other Services                     | 381 | 19.1% | 2,108 | 11.5% |

### Government

|                             |    |      |     |      |
|-----------------------------|----|------|-----|------|
|                             | 16 | 0.8% | 421 | 2.3% |
| Unclassified Establishments | 74 | 3.7% | 33  | 0.2% |

|        |       |        |        |        |
|--------|-------|--------|--------|--------|
| Totals | 2,000 | 100.0% | 18,362 | 100.0% |
|--------|-------|--------|--------|--------|

**Source:** Copyright 2017 Infogroup, Inc. All rights reserved. Esri Total Residential Population forecasts for 2017.

**Date Note:** Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

August 16, 2017





# Business Summary

Polygon 10  
Area: 17.26 square miles

Prepared by Esri

| by NAICS Codes                                            | Businesses |         | Employees |         |
|-----------------------------------------------------------|------------|---------|-----------|---------|
|                                                           | Number     | Percent | Number    | Percent |
| Agriculture, Forestry, Fishing & Hunting                  | 2          | 0.1%    | 4         | 0.0%    |
| Mining                                                    | 0          | 0.0%    | 0         | 0.0%    |
| Utilities                                                 | 2          | 0.1%    | 79        | 0.4%    |
| Construction                                              | 158        | 7.9%    | 924       | 5.0%    |
| Manufacturing                                             | 35         | 1.8%    | 366       | 2.0%    |
| Wholesale Trade                                           | 25         | 1.2%    | 176       | 1.0%    |
| Retail Trade                                              | 364        | 18.2%   | 4,333     | 23.6%   |
| Motor Vehicle & Parts Dealers                             | 36         | 1.8%    | 274       | 1.5%    |
| Furniture & Home Furnishings Stores                       | 28         | 1.4%    | 262       | 1.4%    |
| Electronics & Appliance Stores                            | 10         | 0.5%    | 128       | 0.7%    |
| Bldg Material & Garden Equipment & Supplies Dealers       | 18         | 0.9%    | 407       | 2.2%    |
| Food & Beverage Stores                                    | 41         | 2.0%    | 642       | 3.5%    |
| Health & Personal Care Stores                             | 27         | 1.4%    | 232       | 1.3%    |
| Gasoline Stations                                         | 7          | 0.3%    | 33        | 0.2%    |
| Clothing & Clothing Accessories Stores                    | 94         | 4.7%    | 803       | 4.4%    |
| Sport Goods, Hobby, Book, & Music Stores                  | 31         | 1.6%    | 408       | 2.2%    |
| General Merchandise Stores                                | 16         | 0.8%    | 903       | 4.9%    |
| Miscellaneous Store Retailers                             | 53         | 2.6%    | 236       | 1.3%    |
| Nonstore Retailers                                        | 5          | 0.2%    | 6         | 0.0%    |
| Transportation & Warehousing                              | 85         | 4.2%    | 353       | 1.9%    |
| Information                                               | 32         | 1.6%    | 290       | 1.6%    |
| Finance & Insurance                                       | 94         | 4.7%    | 550       | 3.0%    |
| Central Bank/Credit Intermediation & Related Activities   | 36         | 1.8%    | 295       | 1.6%    |
| Securities, Commodity Contracts & Other Financial         | 27         | 1.4%    | 88        | 0.5%    |
| Insurance Carriers & Related Activities; Funds, Trusts &  | 32         | 1.6%    | 167       | 0.9%    |
| Real Estate, Rental & Leasing                             | 246        | 12.3%   | 1,982     | 10.8%   |
| Professional, Scientific & Tech Services                  | 180        | 9.0%    | 944       | 5.1%    |
| Legal Services                                            | 51         | 2.5%    | 232       | 1.3%    |
| Management of Companies & Enterprises                     | 2          | 0.1%    | 4         | 0.0%    |
| Administrative & Support & Waste Management & Remediation | 58         | 2.9%    | 286       | 1.6%    |
| Educational Services                                      | 18         | 0.9%    | 272       | 1.5%    |
| Health Care & Social Assistance                           | 94         | 4.7%    | 722       | 3.9%    |
| Arts, Entertainment & Recreation                          | 103        | 5.2%    | 1,104     | 6.0%    |
| Accommodation & Food Services                             | 224        | 11.2%   | 4,515     | 24.6%   |
| Accommodation                                             | 47         | 2.4%    | 740       | 4.0%    |
| Food Services & Drinking Places                           | 177        | 8.8%    | 3,775     | 20.6%   |
| Other Services (except Public Administration)             | 189        | 9.4%    | 1,005     | 5.5%    |
| Automotive Repair & Maintenance                           | 19         | 0.9%    | 83        | 0.5%    |
| Public Administration                                     | 16         | 0.8%    | 421       | 2.3%    |
| Unclassified Establishments                               | 74         | 3.7%    | 33        | 0.2%    |
| Total                                                     | 2,000      | 100.0%  | 18,362    | 100.0%  |

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**Date Note:** Data on the Business Summary report is calculated using **Esri's Data allocation method** which uses census block groups to allocate business summary data to custom areas.

August 16, 2017

# **QUALIFICATIONS OF THE APPRAISER/CONSULTANT**

## **WALTER H. HUMPHREY, MRICS**

State-Certified General Real Estate Appraiser RZ1218 and Real Estate Broker № 254762

### **EDUCATION** (\* denotes specialized courses attended with end of course examinations passed)

|                                                     |                                   |                        |       |
|-----------------------------------------------------|-----------------------------------|------------------------|-------|
| B. A. in Political Science                          | Park College                      | Parkville, MO          | 1960  |
| Missouri Real Estate License Course                 | Johnson's School of Real Estate   | Parkville, MO          | *1969 |
| Mortgage Equity Analysis Seminar                    | Society of Real Estate Appraisers | Kansas City, MO        | 1971  |
| License Courses, Fort Walton Beach FL               | Bob Jenkins Real Estate School    | Sales - 1981/ Broker - | 1987  |
| URAR Seminar                                        | AACA                              | Orlando, FL            | 1987  |
| Appraisal of Vacant Land: Urban Fringe Analysis     | AACA                              | Orlando, FL            | 1989  |
| Farm Appraisal Seminar                              | AACA                              | Orlando, FL            | 1989  |
| Relocation Appraisal Seminar                        | Employee Relocation Council       | San Antonio, TX        | 1989  |
| Residential Valuation (8-2)                         | AIREA                             | Orlando, FL            | *1989 |
| Capitalization Theory & Technique Part A (1B-A)     | Appraisal Institute               | Athens, GA             | *1991 |
| Capitalization Theory & Technique Part B (1B-B)     | Appraisal Institute               | Athens, GA             | *1991 |
| Standards of Professional Practice Part A (SPPA)    | Appraisal Institute               | Birmingham, AL         | *1991 |
| Standards of Professional Practice Part B (SPPB)    | Appraisal Institute               | Birmingham, AL         | *1991 |
| Case Studies in Real Estate Valuation (2-1)         | Appraisal Institute               | Tallahassee, FL        | *1991 |
| Report Writing & Valuation Analysis (2-2)           | Appraisal Institute               | Tallahassee, FL        | *1991 |
| Litigation Valuation Seminar                        | Appraisal Institute               | Sandestin, FL          | 1991  |
| Appraisal Law/Uniform Standards                     | R. E. Education Specialists       | Fort Walton Bch, FL    | 1992  |
| Advanced Rural Case Studies (E-3)                   | Appraisal Institute and ASFMRA    | Denver, CO             | *1993 |
| Rates, Ratios, and Reasonableness Seminar           | Appraisal Institute               | Panama City, FL        | 1993  |
| Accrued Depreciation Seminar                        | Appraisal Institute               | Sandestin, FL          | 1994  |
| Florida Dept. of Transportation Appraisal Seminar   | Appraisal Institute               | Sandestin, FL          | 1994  |
| USPAP Update Core Law Seminar                       | Andrew McGarry & Associates       | Seascape, FL           | 1994  |
| Understanding Ltd. App. & App. Rep. Options - Gen'l | Appraisal Institute               | Birmingham, AL         | 1994  |
| Appraisal Review - Residential                      | Appraisal Institute               | Seascape, FL           | 1994  |
| Challenged/Passed - Appraisal Principles (110)      | Appraisal Institute               | Pensacola, FL          | 1994  |
| Challenged/Passed - Appraisal Procedures (120)      | Appraisal Institute               | Pensacola, FL          | 1994  |
| Appraisal of Retail Properties Seminar              | Appraisal Institute               | Sandestin, FL          | 1995  |
| FEMA/Hurricane Evaluation Seminar                   | Appraisal Institute               | Panama City Beach, FL  | 1995  |
| USPAP Update Core Law Seminar                       | Appraisal Institute               | Sandestin, FL          | 1996  |
| Highest and Best Use Applications                   | Appraisal Institute               | Gulfport, MS           | 1996  |
| Environmental Risk and the R. E. Appraisal Process  | Appraisal Institute               | Panama City Beach, FL  | 1996  |
| Fractional Interest Seminar                         | ASFMRA                            | Lafayette, IN          | 1997  |
| Eminent Domain                                      | ASFMRA                            | Colorado Springs, CO   | *1997 |
| Standards of Professional Practice - Part C         | Appraisal Institute               | Pensacola Beach, FL    | *1998 |
| Litigation Valuation Overview                       | Appraisal Institute               | San Antonio, TX        | 1998  |
| USPAP Update Core Law Seminar                       | Appraisal Institute               | Panama City Beach, FL  | 1998  |
| Regression Analysis in Appraisal Practice           | Appraisal Institute               | Nashville, TN          | 1999  |
| Appraisal of Nonconforming Uses - General           | Appraisal Institute               | Orlando, FL            | 1999  |
| Case Studies in Commercial Highest and Best Use     | Appraisal Institute               | Orlando, FL            | 1999  |
| Business Enterprise Valuation                       | Appraisal Institute               | Orlando, FL            | 1999  |
| Internet Search Strategies                          | Appraisal Institute               | Biloxi, MS             | 1999  |
| The Good, The Bad, The Board                        | Appraisal Institute               | Panama City Beach, FL  | 1999  |
| Partial Interest Valuation - Divided                | Appraisal Institute               | Tallahassee, FL        | 2000  |
| Partial Interest Valuation - Undivided              | Appraisal Institute               | Tallahassee, FL        | 2000  |
| Recent Developments in Federal Tax Valuation        | Valuation 2000                    | Las Vegas, NV          | 2000  |
| The "Roadmap System" Cap. Theory and Techniques     | Valuation 2000                    | Las Vegas, NV          | 2000  |

|                                                        |                                  |                       |       |
|--------------------------------------------------------|----------------------------------|-----------------------|-------|
| The Deal (Business Valuation Negotiations)             | Valuation 2000                   | Las Vegas, NV         | 2000  |
| Business Valuation Case Law Update                     | Valuation 2000                   | Las Vegas, NV         | 2000  |
| Florida State Law and USPAP Review                     | Joe R. Price                     | Tallahassee, FL       | 2000  |
| State of the Profession                                | Appraisal Institute              | Sandestin, FL         | 2001  |
| Conservation Easements                                 | ASFMRA and Appraisal Institute   | Tallahassee, FL       | 2001  |
| Standards of Professional Practice, Part C             | Appraisal Institute              | Pensacola, FL         | *2002 |
| Appraisers and the Gramm-Leach-Bliley Act              | Appraisal Institute              | Tallahassee, FL       | 2002  |
| Florida State Law and USPAP Review                     | Joe R. Price                     | Tallahassee, FL       | 2002  |
| Mark to Market                                         | Appraisal Institute              | Tallahassee, FL       | 2003  |
| Appraisal Consulting                                   | Appraisal Institute              | Tallahassee, FL       | 2003  |
| Effective Appraisal Writing                            | Appraisal Institute              | Pensacola, FL         | 2003  |
| Florida State Law for Real Estate Appraisers           | Appraisal Institute - Region X   | Tallahassee, FL       | 2003  |
| National USPAP Course - 7 hour Update                  | Appraisal Institute              | Tallahassee, FL       | 2003  |
| Do the Due Diligence                                   | National PLAM Conference         | Amelia Island, FL     | 2003  |
| Negotiations                                           | National PLAM Conference         | Amelia Island, FL     | 2003  |
| Preserving Fam. Lands: Tax Planning - Landowner        | National PLAM Conference         | Amelia Island, FL     | 2003  |
| Timberland Appraisal Methods                           | Appraisal Institute, NW FL       | Tallahassee, FL       | 2004  |
| Fragmentation of the North Florida Landscape           | National PLAM Conference         | Sandestin, FL         | 2004  |
| Role of Conservation Easement Acquisition Programs     | National PLAM Conference         | Sandestin, FL         | 2004  |
| Timberland and Changing Market Trends                  | National PLAM Conference         | Sandestin, FL         | 2004  |
| Innovations in Surveying and Mapping                   | National PLAM Conference         | Sandestin, FL         | 2004  |
| Appraisal Review Seminar                               | Appraisal Institute, Mississippi | Biloxi, MS            | 2005  |
| Valuing Family Limited Partnerships                    | Partnership Profiles             | Dallas, TX            | 2005  |
| Rates & Ratios: Making Sense of Gims, OARs, & DCFs     | Appraisal Institute, NW FL       | Tallahassee, FL       | 2005  |
| Feasibility Analysis, Market Value & Investment Timing | Appraisal Institute, NW FL       | Tallahassee, FL       | 2005  |
| 7 Hour USPAP Update                                    | State of Mississippi             | Biloxi, MS            | 2006  |
| Subdivision Valuation                                  | Appraisal Institute, NW FL       | Tallahassee, FL       | 2006  |
| Appraising From Blueprints and Specifications          | Appraisal Institute, NW FL       | Destin, FL            | 2006  |
| Florida Law Update                                     | Appraisal Institute, NW FL       | Destin, FL            | 2006  |
| Introduction to Income Capitalization                  | Appraisal Institute, NW FL       | Tallahassee, FL       | 2006  |
| What Clients Would Like Their Appraiser To Know        | Appraisal Institute, NW FL       | Tallahassee, FL       | 2006  |
| Appraising Agricultural Lands in Transition            | ASFMRA                           | Montgomery, AL        | 2007  |
| Highest and Best Use Applications                      | Appraisal Institute, NW FL       | Destin, FL            | 2007  |
| Real Estate Investment and Development                 | Appraisal Institute, NW FL       | Destin, FL            | 2007  |
| Analytics With The Site To Do Business                 | Appraisal Institute, NW FL       | Tallahassee, FL       | 2007  |
| Forecasting Revenue                                    | Appraisal Institute, NW FL       | Tallahassee, FL       | 2007  |
| Valuation of Conservation Easements                    | Appraisal Institute, et al       | Tallahassee, FL       | *2008 |
| Supervisor Trainee Roles and Rules                     | Appraisal Institute, NW FL       | Destin, FL            | 2008  |
| Florida Law Update                                     | Appraisal Institute, NW FL       | Destin, FL            | 2008  |
| Hypothetical Conditions & Assumptions                  | Appraisal Institute, NW FL       | Destin, FL            | 2008  |
| 7-Hour National USPAP Update Course                    | Appraisal Institute, NW FL       | Destin, FL            | 2008  |
| Condemnation Appraising: Principles and Applications   | Appraisal Institute, NW FL       | Destin, FL            | *2009 |
| Tax Savings and Conservation Opportunities - Ag Lands  | Conservation Trust for Florida   | Milton, FL            | 2009  |
| Analyzing the Effects of Environmental Contamination   | Appraisal Institute              | Pensacola             | 2010  |
| National USPAP Course - 7 hour Update                  | Appraisal Institute              | Destin, FL            | 2010  |
| Supervisor Trainee Roles and Rules                     | Appraisal Institute, NW FL       | Destin, FL            | 2010  |
| Florida Law Update                                     | Appraisal Institute, NW FL       | Destin, FL            | 2010  |
| Appraisal Curriculum Overview (2-Day General)          | Appraisal Institute, NW FL       | Tallahassee, FL       | 2010  |
| Florida Law Update                                     | Appraisal Institute, Region X    | Fort Walton Beach, FL | 2012  |
| National USPAP Course - 7 hour Update                  | Appraisal Institute, Region X    | Fort Walton Beach, FL | 2012  |
| Nuts and Bolts of Green Building For Appraisers        | McKissock                        | Online                | 2012  |
| The Dirty Dozen                                        | McKissock                        | Online                | 2012  |

|                                                 |                              |                       |      |
|-------------------------------------------------|------------------------------|-----------------------|------|
| Private Appraisal Assignments                   | McKissock                    | Online                | 2012 |
| Even Odder - More Oddball Appraisals            | McKissock                    | Online                | 2012 |
| Compliance with the Red Book                    | RICS                         | Web                   | 2013 |
| National USPAP Course - 7 hour Update           | Appraisal Institute          | Fort Walton Beach, FL | 2014 |
| A Brief Stroll Through America's Architecture   | Calypso Continuing Education | On Line               | 2014 |
| FHA Site Inspection                             | Calypso Continuing Education | On Line               | 2014 |
| Environmental Hazards Impact on Value           | Calypso Continuing Education | On Line               | 2014 |
| Florida R. E. Appraisal Law & Rules             | Bert Rodgers                 | On Line               | 2014 |
| Florida R. E. Appraisal Law & Rules             | Bert Rodgers                 | On Line               | 2016 |
| USPAP Course - 7 hour Update                    | Bert Rodgers                 | On Line               | 2016 |
| Property and Valuation Analysis for FHA         | Bert Rodgers                 | On Line               | 2016 |
| Better Be Safe Than Sorry                       | Bert Rodgers                 | On Line               | 2016 |
| Methodology and Application of Sales Comparison | Bert Rodgers                 | On Line               | 2016 |

**LICENSES** *Florida:* State-Certified General Real Estate Appraiser RZ 1218 and Real Estate Broker № 254762

|                   |           |                                                                           |                            |
|-------------------|-----------|---------------------------------------------------------------------------|----------------------------|
| <b>EXPERIENCE</b> | 1969-1977 | Broker, Appraiser, and Instructor, Johnson and Associates,                | Parkville, Missouri        |
|                   | 1982-1990 | Salesman, Broker and Appraiser, Howton Realtors,                          | Fort Walton Beach, Florida |
|                   | 1990-1998 | Appraiser, Appraisal House, Inc.,                                         | Fort Walton Beach, Florida |
|                   | 1998-     | Appraiser, Humphrey and Smith, L.C., and<br>Humphrey and Associates, Inc. | Fort Walton Beach, Florida |

**DESIGNATION** MRICS designated Member of the Royal Institution of Chartered Surveyors (RICS)

**WRITINGS** Co-authored “Unsyndicated Partial Interest Discounting,” *The Appraisal Journal*, July 1997, published by The Appraisal Institute. The article reviews the USPAP pertaining to partial interest valuations and presents market data analyses. It offers a formula with explanation of the variables for identifying and analyzing the factors affecting discounts or premiums of unsyndicated partial interests.

Authored "Unsyndicated Partial Interest Appraisals: Before and After the Analyses", a paper presented at the National Summer Conference of the Appraisal Institute in San Antonio, Texas in June 1998.

Authored “Unsyndicated Partial Interest Appraisals”, an edited version of the above paper published in the Third Quarter 1998 issue of the Appraisal Institute’s *Valuation Insights & Perspectives*.

Authored "Tenancy in Common: A Real Estate Appraiser's Viewpoint," January-February 2001 issue of *Valuation Strategies* by RIA in New York. The article offers information and insights for attorneys and accountants.

Co-authored “Peace Treaties for Tenants in Common” with Attorney Raymond F. Newman, Jr., July/August 2001 issue of *Valuation Strategies* by RIA in New York. The article offers insights for drafting agreements for tenancies in common and focuses on minimizing the factors resulting in market discounts.

Authored "Ten Questions For Starting On The Right Foot," January-February 2004 issue of *Valuation Strategies* by RIA in New York. The article presents ten critical issues to be resolved by attorneys and accountants prior to ordering a real estate appraisal.

Authored “Nonconforming Uses,” July August 2005 issue of *Valuation Strategies* by RIA in New York. The article presents problems associated with nonconforming uses, particularly involving damages and repair.

|                                   |                           |
|-----------------------------------|---------------------------|
| <b>CLIENTS - Non-Confidential</b> | Bureau of Land Management |
|                                   | City of Crestview         |
|                                   | City of DeFuniak Springs  |
|                                   | City of Fort Walton Beach |
|                                   | FDIC                      |
|                                   | Freddie Mac               |
|                                   | Florida DEP               |
|                                   | Florida DOT               |
|                                   | Okaloosa County, FL       |
|                                   | Okaloosa Gas District     |

South Walton Mosquito Control District  
 TIITE/Murphy Act Lands  
 U.S. Air Force  
 U. S. Army Corps of Engineers  
 Town of Cinco Bayou  
 Town of Shalimar  
 Walton County, FL  
 Various Utilities and Fire Districts

**LITIGATION SUPPORT**

- ▶ Appraisal Defects
- ▶ Casualty Losses
- ▶ Chemical Oversprays
- ▶ Construction Defects
- ▶ Encroachments
- ▶ Eminent Domain
- ▶ Fire Damage
- ▶ Flood Damage
- ▶ Land Use Irregularities
- ▶ Landlocked Resolutions
- ▶ Limited Partnership Discounts
- ▶ Non-conforming Uses
- ▶ Survey Defects
- ▶ Tenant in Common Discounts
- ▶ Termite Damage
- ▶ Title Defects
- ▶ Water Intrusion
- ▶ Wind Damage

- OTHER ▶** Qualified as Expert Witness in Bay, Escambia, Okaloosa, Santa Rosa, Walton Counties, Florida, and Platte County, Missouri Circuit Courts, and the Federal District Court in Pensacola. Participated in court ordered mediation.
- ▶ Certificate of Completion - Valuation of Conservation Easements Certificate Program
  - ▶ Special Expertise: Valuation/Discounting of Undivided Partial Interests via Sales Comparison
  - ▶ Valuation 2000 Seminar Presenter: "Partial Interests: Theory and Case Law."
  - ▶ Consultant to the U.S. General Accounting Office, GAO-03-404, "*Opportunity to Enhance the Oversight of Real Estate Appraisal Industry*," May 2003
  - ▶ Former Member, Issues Resource Panel, Appraisal Standards Board of The Appraisal Foundation, Washington, D.C.

**CONTACT:** Walter H. Humphrey, MRICS  
 Humphrey and Associates, Inc.  
 906 Mar Walt Drive - Unit G  
 Fort Walton Beach, Florida 32547

Land Line 850 862-0766  
 Fax Line 850 862-8771  
 Cellular 850 585-9976

Email bluechip25@aol.com  
 whhump@gmail.com

|                  |                             |        |          |          |        |
|------------------|-----------------------------|--------|----------|----------|--------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          | File No. | 171058 |
| Property Address | 108 Sibert Ave              |        |          |          |        |
| City             | Destin                      | County | Okaloosa | State    | FL     |
| Lender/Client    | Wilbur J. Englestad         |        | Zip Code | 32541    |        |

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LAND APPRAISAL REPORT

File No. 171058

IDENTIFICATION

Borrower

CLIENT: Wilbur J. Englestad

Census Tract

0233.06

Map Reference

18880

Property Address

108 Sibert Ave

City

Destin

County

Okaloosa

State

FL

Zip Code

32541

Legal Description

Lot 378, Block D, Calhoun SD

Sale Price \$

None

Date of Sale

N/A

Loan Term

N/A

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

1,105

(yr)

Loan charges to be paid by seller \$

N/A

Other sales concessions

N/A

Lender/Client

Wilbur J. Englestad

Address

108 Sibert Avenue, Destin, FL 32541

Occupant

Vacant Land

Appraiser

Thomas A. Marr

Instructions to Appraiser

Develop an opinion of market value as of 10/22/2017.

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☐ Stable

☒ Declining

Demand/Supply

☐ Shortage

☐ In Balance

☒ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☒ Over 6 Mos.

Present Land Use

50% 1 Family

5% 2-4 Family

5% Apts.

% Condo

20% Commercial

% Industrial

20% Vacant

%

Change in Present Land Use

☒ Not Likely

☐ Likely (\*)

☐ Taking Place (\*)

(\*) From

Vacant

To

Improved

Predominant Occupancy

☒ Owner

☐ Tenant

50 % Vacant

Single Family Price Range

\$ 150,000

to \$ 1,500,000

Predominant Value \$ 400,000

Single Family Age

5 yrs. to

100 yrs.

Predominant Age

25 yrs.

Employment Stability

Good

Avg.

Fair

Poor

☐

☒

☐

☐

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☒

☐

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☒

☐

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject commercial land parcel is located just north of the Navarre Parkway (U. S. Highway 98) and on the western side of the Navarre metropolitan area. This is an area which is expanding away from the original down town center of Navarre. This expansion is occurring to both the east and the west.

SITE

Dimensions

75 x 300 x 75 x 300 feet

=

22,500

Sq. Ft. or Acres

☐ Corner Lot

Zoning classification

ROI - Destin

Present Improvements

☒ do

☐ do not conform to zoning regulations

Highest and best use

☐ Present use

☒ Other (specify)

Develop to commercial improvements

Public

Other (Describe)

OFF SITE IMPROVEMENTS

Topo

At Grade/level

Elec.

☒

Street Access

☒ Public

☐ Private

Size

22,500 SF

Gas

☒

Surface

Asphalt

Shape

Rectangular

Water

☒

Maintenance

☒ Public

☐ Private

View

Interior

San. Sewer

☒

☒ Storm Sewer

☒ Curb/Gutter

Drainage

Appears Adequate

☐ Underground Elect. & Tel.

☐ Sidewalk

☒ Street Lights

Is the property located in a HUD Identified Special Flood Hazard Area?

☒ No

☐ Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): There appear to be no adverse easements, encroachments or other adverse conditions. The final flood zone determination should be made by a state of Florida surveyor. I have not been provided a survey of the subject parcel. Based on the Okaloosa County GIS, and my viewing, the subject appears to be level and at road grade. The FEMA panel is panel #12091C0469H.

| ITEM                             | SUBJECT PROPERTY                   | COMPARABLE NO. 1                                                 |                 | COMPARABLE NO. 2                                                 |                 | COMPARABLE NO. 3                                                 |                 |
|----------------------------------|------------------------------------|------------------------------------------------------------------|-----------------|------------------------------------------------------------------|-----------------|------------------------------------------------------------------|-----------------|
| Address                          | 108 Sibert Ave<br>Destin, FL 32541 | 513 Harbor Blvd<br>Destin, FL 32541                              |                 | 209 Main St<br>Destin, FL 32541                                  |                 | 315 Mountain Dr<br>Destin, FL 32541                              |                 |
| Proximity to Subject             |                                    | 0.80 miles E                                                     |                 | 1.47 miles E                                                     |                 | 0.44 miles E                                                     |                 |
| Sales Price                      | \$ None                            |                                                                  | \$ 50.00        |                                                                  | \$ 13.06        |                                                                  | \$ 22.5         |
| Price                            | \$                                 |                                                                  | \$ 625,000      |                                                                  | \$ 405,000      |                                                                  | \$ 450,000      |
| Data Source                      | Viewing 11/5/2017                  | MLS 768430/ORB/P 3324/4755                                       |                 | MLS 784762/ORB/P 3324/4796                                       |                 | MLS 590991/ORB/P 3322/1413                                       |                 |
| Date of Sale and Time Adjustment | DESCRIPTION                        | DESCRIPTION                                                      | + (-)\$ Adjust. | DESCRIPTION                                                      | + (-)\$ Adjust. | DESCRIPTION                                                      | + (-)\$ Adjust. |
|                                  | 11/5/2017                          | 11/2/2017                                                        |                 | 10/30/2017                                                       |                 | 10/16/2017                                                       |                 |
| Location                         | Average                            | Good/Hwy98 (-25%)                                                |                 | Average                                                          |                 | Average                                                          |                 |
| Site/View                        | Commercial                         | Commercial                                                       |                 | Commercial                                                       |                 | Commercial                                                       |                 |
| SF                               | 22,500 SF                          | 12,500 SF (-20%)                                                 |                 | 31,000 SF (20%)                                                  |                 | 20,000 SF (-5%)                                                  |                 |
| Zoning                           | ROI - Destin                       | NHMU - Des (-20%)                                                |                 | ROI - Destin                                                     |                 | CTS - Des                                                        |                 |
| Corner                           | No                                 | No                                                               |                 | No                                                               |                 | No                                                               |                 |
| Improvements                     | No                                 | Yes (-10%)                                                       |                 | Yes (-10%)                                                       |                 | No                                                               |                 |
| Sales or Financing Concessions   | None                               | None Apparent                                                    |                 | None Apparent                                                    |                 | None Apparent                                                    |                 |
| Net Adj. (Total)                 |                                    | <input type="checkbox"/> + <input checked="" type="checkbox"/> - | \$ -32.5        | <input checked="" type="checkbox"/> + <input type="checkbox"/> - | \$ 1.3          | <input type="checkbox"/> + <input checked="" type="checkbox"/> - | \$ -1.12        |
| Indicated Value of Subject       |                                    | Net 65.0 %                                                       | \$ 17.5         | Net 10.0 %                                                       | \$ 14.36        | Net 5.0 %                                                        | \$ 21.38        |

RECONCILIATION

Comments on Market Data:

See addenda.

Comments and Conditions of Appraisal:

See addenda.

Final Reconciliation:

See addenda.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF

November 4 2017

to be \$ 425,000

Thomas A. Marr

☐ Did ☐ Did Not Physically Inspect Property

Appraiser(s)

Review Appraiser (if applicable)

[Y2K] Panhandle Appraisal Group Form LND - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE



Comparable Photo Page

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          |       |                   |
| Property Address | 108 Sibert Ave              |        |          |       |                   |
| City             | Destin                      | County | Okaloosa | State | FL Zip Code 32541 |
| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |



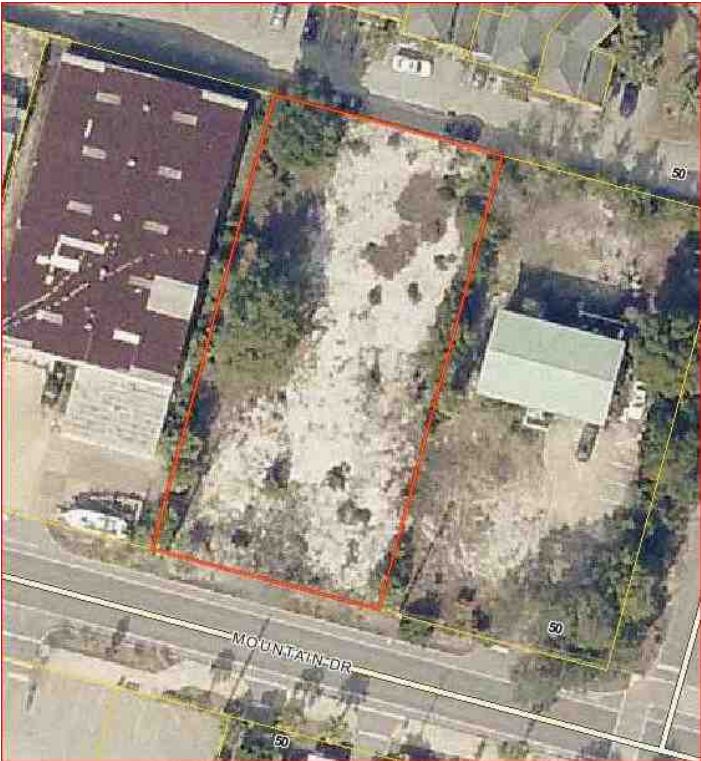
Comparable 1

513 Harbor Blvd  
Proximity 0.80 miles E  
Sale Price 50.00  
GLA  
Total Rooms  
Total Bedrms  
Total Bathrms  
Location Good/Hwy98 (-25%)  
View Commercial  
Site  
Quality  
Age



Comparable 2

209 Main St  
Proximity 1.47 miles E  
Sale Price 13.06  
GLA  
Total Rooms  
Total Bedrms  
Total Bathrms  
Location Average  
View Commercial  
Site  
Quality  
Age



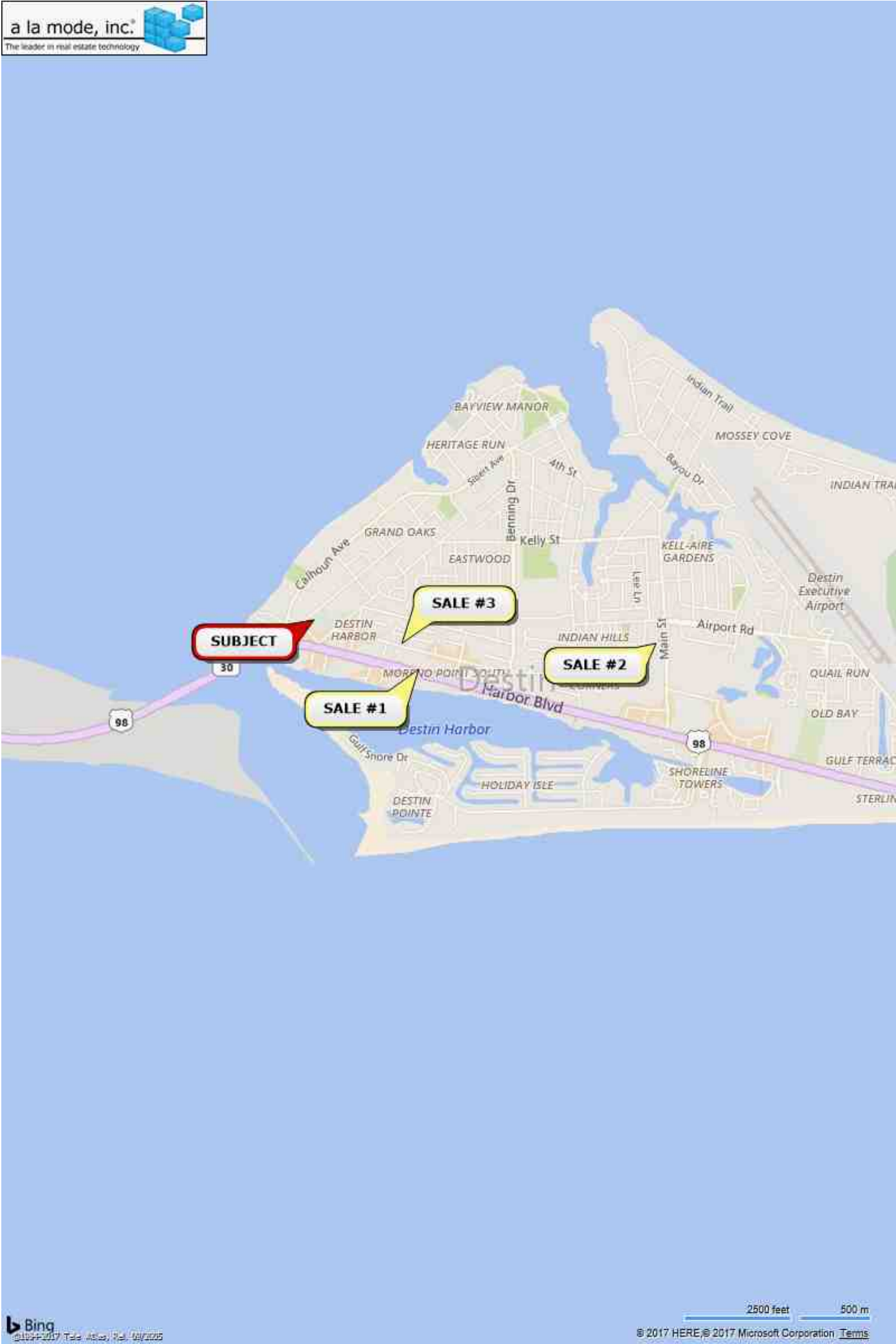
Comparable 3

315 Mountain Dr  
Proximity 0.44 miles E  
Sale Price 22.5  
GLA  
Total Rooms  
Total Bedrms  
Total Bathrms  
Location Average  
View Commercial  
Site  
Quality  
Age



Location Map

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          |       |                   |
| Property Address | 108 Sibert Ave              |        |          |       |                   |
| City             | Destin                      | County | Okaloosa | State | FL Zip Code 32541 |
| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |



Supplemental Addendum

File No. 171058

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          |       |                   |
| Property Address | 108 Sibert Ave              |        |          |       |                   |
| City             | Destin                      | County | Okaloosa | State | FL Zip Code 32541 |
| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |

COMMENTS REGARDING MARKET CONDITIONS

The local market had been increasing in value from 2004 to 2007. After 2007, the overall market began to slow as buyers became aware that there was reduced feasibility for many market products and sellers became aware that there were fewer buyers and that properties were staying on the market for longer times. This eventually resulted in lowered prices for some market products.

However, beginning in approximately 2012, the market began to rebound. This has resulted in steadily increasing prices from 2012 forward. This increase is more confirmed in some market product as compared to other product.

HISTORY OF THE SUBJECT PARCEL

The subject has been owned by the current owner since 1991. This clearly exceeds the required three year analysis period.

The subject is currently listed for \$800,000 per MLS 771514. I consider this list price to be well above the current market value.

DESCRIPTION OF THE SUBJECT PARCEL

The subject parcel is a long and narrow parcel which is 22,500 SF.

The subject had been improved with manufactured homes, however, is now vacant.

The subject is zoned Residential Office Development by Destin. This is a low intensity commercial zoning designation.

I would consider this location to be an average location in the market.

HIGHEST AND BEST USE ANALYSIS

The subject is zoned ROI by Destin. This is a low intensity commercial zoning designation. Thus, many commercial uses are legally permissible.

My viewing indicated that the subject was level and at road grade. It is in an "X" flood zone and the Okaloosa County GIS mapping system indicates that there are no wetlands on the subject parcel. Thus, commercial development appears to be physically possible.

The fact that the local area around the subject was being developed or planned to be developed to new commercial uses, suggests financial feasibility. Thus, it appears that the development of retail and service uses is financially feasible.

Finally, improvement to commercial use appears to be maximally productive.

APPRAISAL METHODOLOGY

The subject was vacant commercial land as of the effective date of the report . Thus, there are no improvements and there is no requirement for the cost approach, the improved sales comparison analysis and the income approach. I will perform a sales comparison analysis for the subject 'as is'.

LAND SALES COMPARISON ANALYSIS UNIT OF COMPARISON

I am using the sales price per SF as my primary unit of comparison in this report as it is my opinion that most of the market uses price per acre or price per SF as the primary unit of comparison for commercial parcels. Thus, I will identify the sales price and divide it by the number of SF in the property. I will then make adjustments to the per SF value.

SELECTION OF COMPARABLE SALES

I selected sales based on the following criteria:

- Commercial zoning of some type;
- Size;
- Use;
- Recent Date of Sale;

I note for the reader that the city of Destin has long been built out and there are very few remaining vacant land parcels. I identified one recent sale of a vacant parcel and two sales where there were still old improvements which ere of limited value.

All of the sales are located in the urban limits of the city of Destin and all are within 1.5 miles of the subject.

SUMMARY COMMENTS REGARDING THE COMPARABLE SALES

Sale #1 is the sale of a parcel located on U. S. Highway 98. The listing realtor was Robert Bonhard, a realtor well known to me. This parcel featured an older improvement constructed in 1943 which was vacant and in poor condition. The parcel was appraised by a local MAI and he appraised it for \$450,000, as he considered land value only. However, the sellers would not lower the sales price and the buyers wanted the property. Thus, the sellers carried back an approximate \$200,000 in a private mortgage. This sale is located on U. S. Highway 98 and is zoned North Harbor Mixed Use, a high intensity commercial designation.

Sale #2 is the sale of an improved parcel at 209 Main Street. I had appraised this parcel for the owner who was out of state. The improvement was of a low quality construction quality and was in poor condition.

Sale #3 is a true, vacant parcel. It is zoned CTS which is a medium intensity zoning designation.

Explanation of Adjustments to Comparable Land Sales:

Adjustments were made to the comparable land sales to account for differences between the subject property, "as is" and each of the comparable land sales. An analysis of each of the elements of comparison and adjustments applied to the comparable site sales to account for the differences is presented below.

Market Condition Adjustments

All sales are within one month. Thus, I made no market condition adjustments.

Location

I adjusted sale #1 downward as it fronts onto U. S. Highway 98.

Supplemental Addendum

File No. 171058

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
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| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |

Size

I adjusted larger parcel upwards and the two smaller parcels downward based on the well accepted economic principle of marginal utility.

Zoning/Land Use

I adjusted sales #1 and #3 downward on a pro rata basis as their zoning designations are more intense than that of the subject.

Improvements

I adjusted Sales #1 and #2 downward as they featured some improvements.

RECONCILIATION OF THE LAND SALES COMPARISON ANALYSIS

The adjusted range of value for the sales is \$14.36 to \$19.13 per SF with an average of \$16.99 per SF, rounded to \$17.00 per SF.

All three sales are very recent.

Sale #3 is most similar in size.

There may have been some seller distress in Sale #2 as they did not want to repair the obvious curable physical depreciation in the improvements of that sale.

I am weighting Sale #3 to a slight degree and I applying slightly less weight to Sale #2.

I am selecting a final value, per SF, of \$19.00.

Thus, 22,500 SF x \$19.00 per SF = \$427,500, rounded to \$425,000.

The final opinion of value via the sales comparison analysis is \$425,000.

FINAL RECONCILIATION

The buyers and sellers of vacant land do not typically use either the cost or income approaches to derive an opinion of value. Thus, a reasonable appraiser would not use either the income or the cost approach to derive an opinion of value.

Thus, the final reconciled opinion of value is \$425,000.

The quality and quantity of data is sufficient to derive a reliable opinion of value.

The estimated exposure time is 3 to 6 months. The estimated marketing time is also 3 to 6 months.

Subject Photos

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
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| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |



Subject Front

108 Sibert Ave  
Sales Price None  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View Commercial  
Site  
Quality  
Age



Subject Street



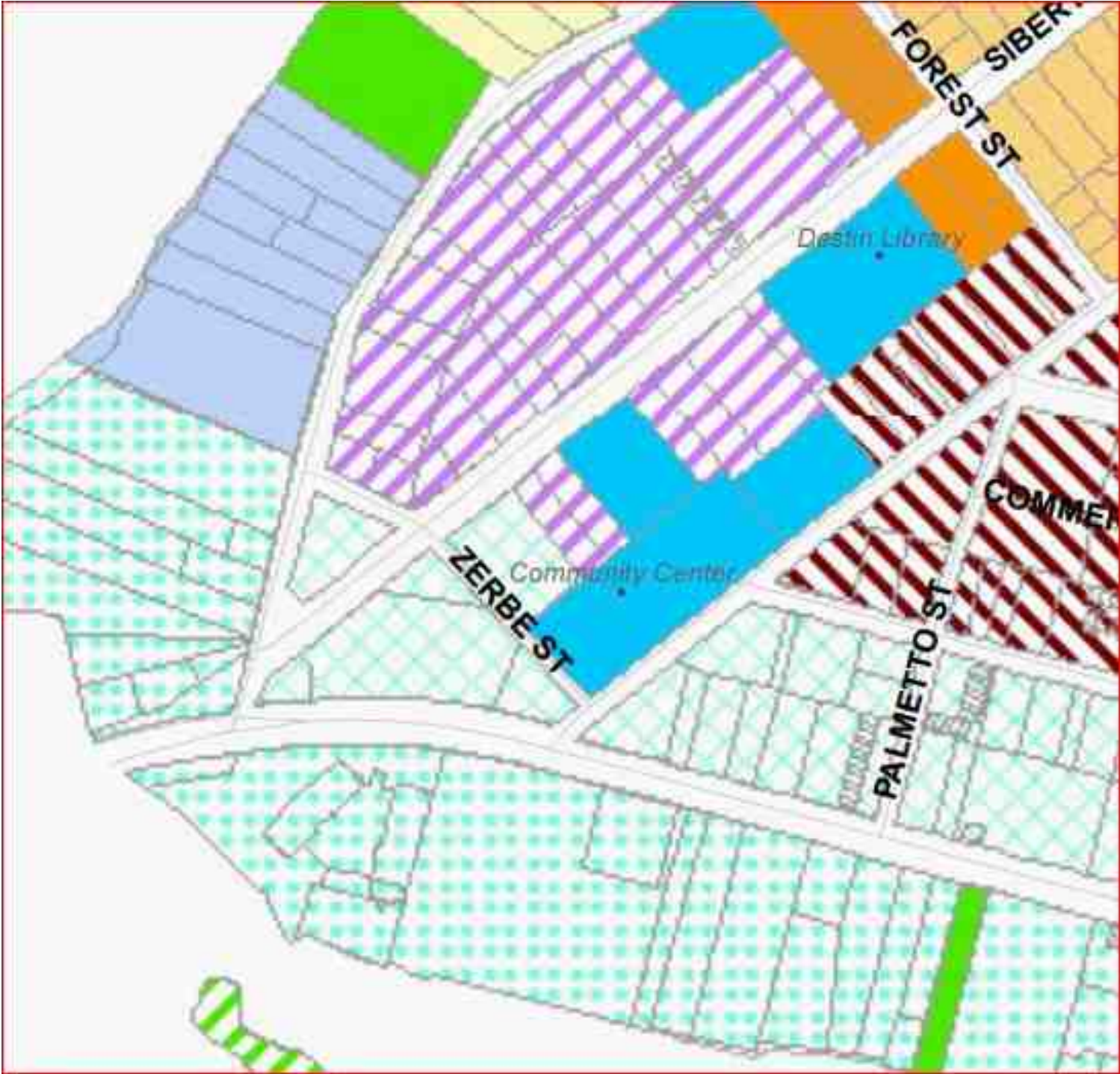
Aerial Photograph

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          |       |                   |
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| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |





Zoning Map



Zoning Designation

Mixed Use



CBR - Crystal Beach Resort



ROI-CBR - Residential, Office, & Institutional  
- Crystal Beach Residential



ROI-GD - Residential, Office, & Institutional  
- General Development



ROI-TD - Residential, Office, & Institutional  
- Tourist Development



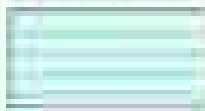
ROI-VR - Residential, Office, & Institutional  
- Village Residential



CMU - Calhoun Mixed Use



TCMU - Town Center Mixed Use



HIMU - Holiday Isle Mixed Use



GRMU - Gulf Resort Mixed Use



NHMU - North Harbor Mixed Use



SHMU - South Harbor Mixed Use

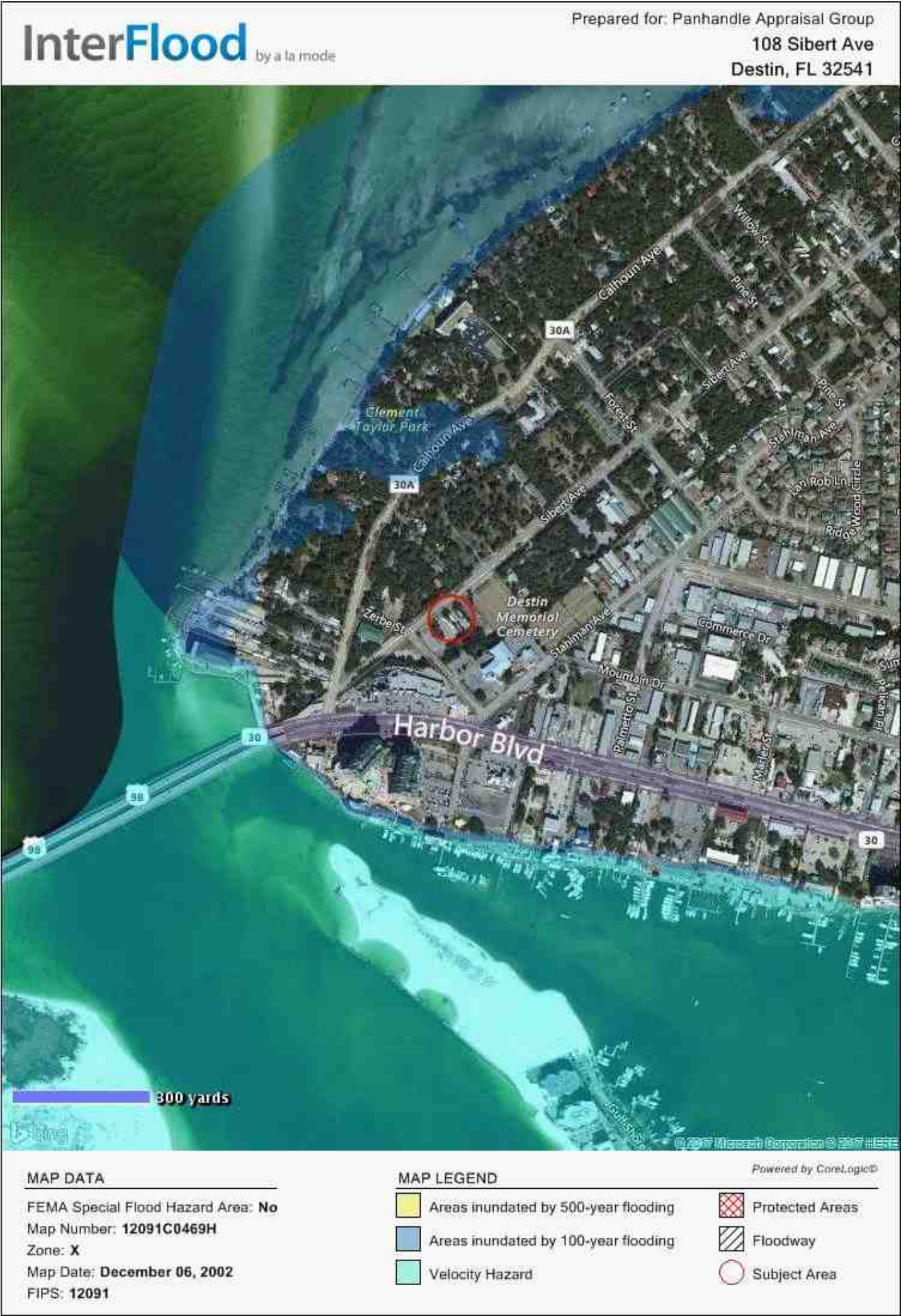


BRMU - Bay Resort Mixed Use



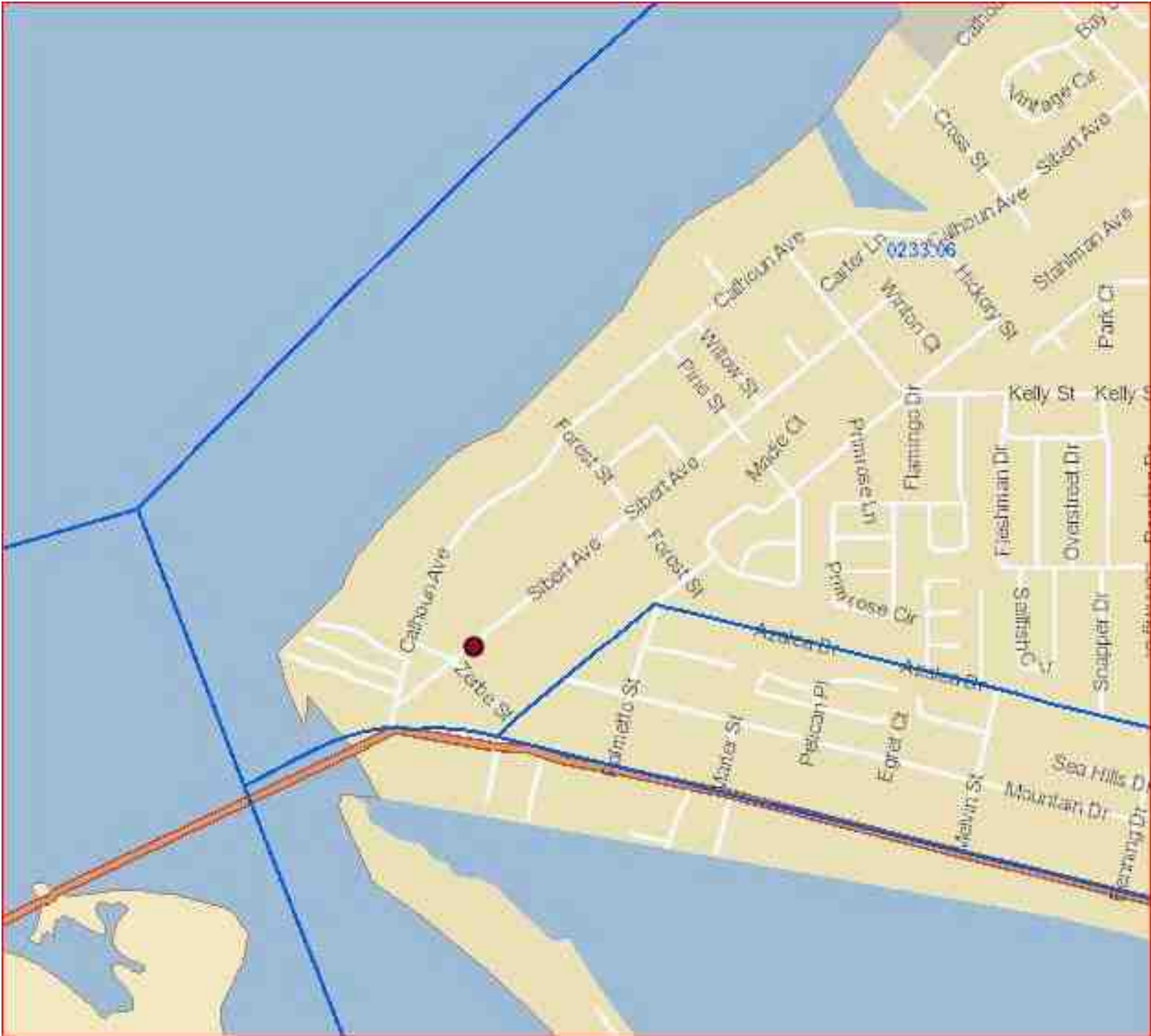
Flood Map

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          |       |                   |
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| City             | Destin                      | County | Okaloosa | State | FL Zip Code 32541 |
| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |





Census Tract Map



Tax Assessor Card

|                  |                             |        |          |       |                   |
|------------------|-----------------------------|--------|----------|-------|-------------------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          |       |                   |
| Property Address | 108 Sibert Ave              |        |          |       |                   |
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| Lender/Client    | Wilbur J. Englestad         |        |          |       |                   |

2017 Roll Details — Real Estate Account At 108 SIBERT C, DESTIN 32541

Real Estate Account #002S220310000D3780

Pay All: \$1,105.42

2017

2016

2015

2014

...

\$1105.42 due

PAID

PAID

PAID

Apply for the 2018 installment Payment Plan

Get Bills by Email

Pay this bill: \$1,105.42

Owner: ENGLESTAD WILBUR J

608 FIR AVE

NICEVILLE, FL 32578

Situs: 108 SIBERT C

DESTIN 32541

Account number: 002S220310000D3780

Alternate Key: 1001687

Millage code: DEDF - DESTIN

Millage rate: 13.0691

Assessed value: 88,108

School assessed value: 88,108

Unimproved land value: 86,784

Location is not guaranteed to be accurate.

2017 Annual bill

View

Ad valorem: \$1,151.48

Non-ad valorem: \$0.00

Total Discountable: 1151.48

No Discount NAVA: 0.00

Total tax:

Legal description

CALHOUN S/D DESTIN LOT 378 BLK D

Form MAP.GENERIC - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Appraiser's License

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER

RZ2646

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018

MARR, THOMAS A  
220 HOSPITAL DRIVE  
FT WALTON BEACH FL 32548



ISSUED: 10/06/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1610060001639

Form SCNLGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

**Appraiser's Qualifications - Page 1****Qualifications of  
Thomas A. Marr**

State-Certified General Real Estate Appraiser No. RZ 2645 (FL)

|        |                                                                                |
|--------|--------------------------------------------------------------------------------|
| M.B.A. | Master of Business Administration<br>City University of Seattle, Seattle, WA   |
| B.A.   | Bachelor of Arts, English<br>Pennsylvania State University – State College, PA |

**Business Affiliations and Work Experience, Past / Present**

Panhandle Appraisal Group - Real Estate Appraisers  
Tom Marr Appraisal - Real Estate Appraisal and Valuation Services  
Marsh Appraisal Corporation – Real Estate Appraisers; Fort Walton Beach, FL  
Humphrey and Associates – Real Estate Appraisers; Fort Walton Beach, FL  
Appraisal House – Real Estate Appraisers; Fort Walton Beach, FL  
Department of Transportation – State of Florida - Management Analyst  
United States Army - Commissioned Officer for 26 Years

**APPRAISAL AND ADVISORY EXPERIENCE**  
**Property Types**

|                                           |                          |                               |
|-------------------------------------------|--------------------------|-------------------------------|
| Agricultural Land                         | Day Care Centers         | Office-Warehouse Facilities   |
| Aircraft Hangars                          | Development Appraisals   | Office Condominiums           |
| Antenna Towers                            | Golf Courses / Clubs     | Parking Facilities            |
| Apartments                                | Health Clubs             | Residential Condo Development |
| Hotel and Motels                          | Historical Properties    | Retail Stores                 |
| Bank Buildings                            | Industrial Land          | Retail Strip Centers          |
| Broadcast Facilities                      | Industrial Improvements  | Restaurants                   |
| Car Washes                                | Manufacturing Facilities | Self-Service Storage          |
| Churches                                  | Medical Offices          | Subdivisions (Commercial)     |
| Condominium Units                         | Mobile Home Parks        | Single-Family Residences      |
| Assemblages, Complexes<br>And Conversions | Multifamily Land         | Subdivisions (Residential)    |
| Condominium Vacant Land                   | Nurseries                | Urban Land                    |
|                                           | Office Buildings         | Warehouses                    |

|                               |                            |                             |
|-------------------------------|----------------------------|-----------------------------|
| <b>Assignment Types</b>       | <b>Assignment Purposes</b> | <b>Assignment Locations</b> |
| Insurance                     | Acquisition                | North Okaloosa County       |
| Full and Fractional Interests | Assessment Appeal          | South Okaloosa County       |
| Construction Progress         | Disposition                | North Walton County         |
| Feasibility Studies           | Development Feasibility    | South Walton County         |
| Highest and Best Use Studies  | Estate Planning            | North Santa Rosa County     |
| Market Studies                | Financing                  | South Santa Rosa County     |
| Rent Studies                  | Investment Analysis        | Panama City Beach           |
| Appraisal Reviews             | Mortgage Collateralization | Panama City                 |



**Appraiser's Qualifications - Page 2**

Qualifications of  
**Thomas A. Marr (Continued)**  
 State-Certified General Real Estate Appraiser No. RZ 2645 (FL)

**Appraisal Education / Courses Completed:**

Principles of Appraising  
 Real Estate Appraisal Specialists, Orlando, FL

Principles of Highest and Best Use  
 Appraisal Institute

Advanced Capitalization  
 Appraisal Institute

Appraisal Report Writing  
 Appraisal Institute

Appraisal CE (2006)  
 Ed Klopfer School of Real Estate

Appraisal CE (2008)  
 Ed Klopfer School of Real Estate

Appraisal CE 2010  
 Ed Klopfer School of Real Estate

USPAP Update (7-Hour) (2010)  
 Clay Ketchum School of Real Estate

Appraisal CE 2012  
 McKissock School of Real Estate

Appraisal CE 2014  
 McKissock School of Real Estate

Appraisal CE 2016  
 Steve Williamson School of Real Estate

**Representative Clients Past/Present**

First National Bank and Trust  
 Trustmark National Bank  
 Vision Bank  
 Whitney Bank  
 Beach Community Bank  
 Alternative Funding Corporation  
 Kevin Helmich, Esc. P.A.  
 First City Bank  
 BankTrust  
 Gulf South Private Bank  
 Access Bank and Mortgage  
 Colonial Bank  
 Florida Coastal Mortgage  
 Vanguard Bank  
 Pensacola Guarantee Mortgage  
 Suntrust Bank  
 People's First Community Bank  
 Bank of Bonifay  
 Compass Bank  
 Regions Bank  
 Bancorp South  
 Bank of Pensacola  
 Central Progressive Bank  
 First NBC Bank  
 CCB Community Bank  
 Bowman, Conerly & Dykes, PA  
 Michael Mead, Esquire  
 Richard Powell, Esquire  
 Galloway, Johnson PA  
 Florida First Federal Bank

My appraisal experience spans over 19 years of consistent service in the valuation of all types of commercial and residential property. Coupling this experience with a lifetime of personal residential and commercial real estate investment practice, I am able to bring to my work both the appraisal knowledge and the first-hand investment experience necessary to adequately evaluate real estate from all perspectives; the most important of which is the perspective of the client. I pride myself on professional, courteous, and time-responsive service. Please allow me to service all of your commercial and residential valuation requirements.

**DEFINITION OF MARKET VALUE:** 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, 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 each acting in what they consider their own best interests; (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. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

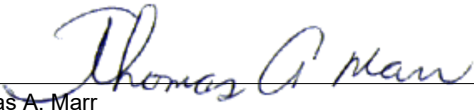
1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

**CERTIFICATION:** The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. 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.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My 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.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**ADDRESS OF PROPERTY ANALYZED:** 108 Sibert Ave, Destin, FL 32541

**APPRAISER:**

Signature: 

Name: Thomas A. Marr

Designation: \_\_\_\_\_

State Certification #: Cert. Gen. RZ2645

or State License #: \_\_\_\_\_

State: FL Expiration Date of Certification or License: 11/30/2018

Date Signed: 11/06/2017

**SUPERVISORY or CO-APPRAISER (if applicable):**

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

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

Designation: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_

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

☐ Did ☐ Did Not Inspect Property



**FIRREA / USPAP ADDENDUM**

|          |                             |          |        |
|----------|-----------------------------|----------|--------|
| Borrower | CLIENT: Wilbur J. Englestad | File No. | 171058 |
|----------|-----------------------------|----------|--------|

|                  |                |
|------------------|----------------|
| Property Address | 108 Sibert Ave |
|------------------|----------------|

|      |        |        |          |       |    |          |       |
|------|--------|--------|----------|-------|----|----------|-------|
| City | Destin | County | Okaloosa | State | FL | Zip Code | 32541 |
|------|--------|--------|----------|-------|----|----------|-------|

|               |                     |
|---------------|---------------------|
| Lender/Client | Wilbur J. Englestad |
|---------------|---------------------|

|         |                                                                                                                                                                                                                                       |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purpose | <p>to provide a safe and secure environment for the child and to ensure that the child is protected from harm.</p> <p>to provide a safe and secure environment for the child and to ensure that the child is protected from harm.</p> |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The purpose of this appraisal assignment is to develop an opinion of market value as of November 4, 2017.

## Scope of Work

We examined and analyzed the neighborhood of the subject to include the social, economic and governmental factors affecting value. The subject was inspected, photographed, and analyzed. The parcel dimensions are estimates and were obtained from the Okaloosa County Property Appraiser's web-site and the legal description in the warranty deed. The sales comparables were verified and analyzed. Sales personnel and other market participants were interviewed. MLS and other sales data were confirmed and verified in the public records.

| Intended Use / Intended User |
|------------------------------|
|------------------------------|

Intended Use: The appraiser understands that the intended use of this report is for client portfolio purposes.

|                   |                                                                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Intended User(s): | The intended user of this report is the client identified on the first page of the Land Appraisal Report. It is not intended for any other user. |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

## History of Property

Current listing information: See supplemental addenda.

Prior sale: None in previous five years.

| Exposure Time / Marketing Time |
|--------------------------------|
|--------------------------------|

The estimated marketing and exposure time is from 3 to 6 months.

### Personal (non-realty) Transfers

|      |
|------|
| None |
|------|

|                     |
|---------------------|
| Additional Comments |
|---------------------|

## CONDITIONS OF THE APPRAISAL

Neither all nor any part of this report shall be conveyed to any person or entity other than the appraiser's or firm's client through advertising, solicitation materials, public relations, news, sales or other media without the written consent and approval of the authors, particularly as to value conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to any affiliation with any professional organization. Further, the appraiser or firm assumes no obligation, liability or accountability to any third party. If this report is placed in the hands of anyone but the client, the client shall make such party aware of all of the assumptions and limiting conditions of the appraisal.

No one provided any significant real property appraisal assistance to the appraisers completing this appraisal assignment.

## Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser: Thomas A. Marr

Signed Date: 11/06/2017

Certification or License #: Cert. Gen. RZ2645

|                                 |                   |          |            |
|---------------------------------|-------------------|----------|------------|
| Certification or License #:     | Cert. Con. REE 10 |          |            |
| Certification or License State: | FL                | Expires: | 11/30/2018 |

|                                 |           |
|---------------------------------|-----------|
| Continuation of Earnings State: | FL        |
| Effective Date of Appraisal:    | 11/4/2017 |

Supervisory  
Appraiser:

Signed Date:

Certification or License #:

Certification or License State: \_\_\_\_\_ Expires: \_\_\_\_\_

Continuation of License State: \_\_\_\_\_ Expires: \_\_\_\_\_

Inspection of Subject: ☐ Did Not ☐ Exterior Only ☐ Interior and Exterior

|                  |                             |        |          |          |        |
|------------------|-----------------------------|--------|----------|----------|--------|
| Borrower         | CLIENT: Wilbur J. Englestad |        |          | File No. | 171058 |
| Property Address | 108 Sibert Ave              |        |          |          |        |
| City             | Destin                      | County | Okaloosa | State    | FL     |
|                  |                             |        |          | Zip Code | 32541  |
| Lender/Client    | Wilbur J. Englestad         |        |          |          |        |

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- ☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

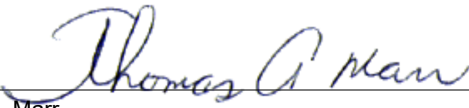
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My 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.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time** (USPAP defines Exposure Time as the estimated length of time that 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.)  
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3 to 6 months.

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:  
None.

APPRAISER:

Signature: 

Name: Thomas A. Marr

State Certification #: Cert. Gen. RZ2645

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2018

Date of Signature and Report: 11/06/2017

Effective Date of Appraisal: 11/4/2017

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): November 4, 2017

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable):

**FROM:**

Panhandle Appraisal Group, Inc.  
220 Hospital Drive  
Fort Walton Beach, FL 32548

Telephone Number: 850-243-2512

Fax Number: 850-226-8462

**INVOICE****INVOICE NUMBER**

171058

**DATE**

11/6/2017

**REFERENCE**

Internal Order #: 171058  
Lender Case #:  
Client File #:  
Main File # on form: 171058  
Other File # on form:  
Federal Tax ID: 37-1568404  
Employer ID:

**TO:**

Wilbur Englestad

Telephone Number:

Fax Number:

Alternate Number:

E-Mail:

Thomas A. Marr

**DESCRIPTION**

Lender: Wilbur J. Englestad  
Purchaser/Borrower: CLIENT: Wilbur J. Englestad  
Property Address: 108 Sibert Ave  
City: Destin  
County: Okaloosa  
Legal Description: Lot 378, Block D, Calhoun SD

Client:

State: FL

Zip: 32541

**FEES****AMOUNT**

Base Appraisal Fee \$1,000

1,000.00

**SUBTOTAL**

1,000.00

**PAYMENTS****AMOUNT**

Check #: Date: Description:  
Check #: Date: Description:  
Check #: Date: Description:

**SUBTOTAL**

0

Please note invoice number on check. Thank you.

**TOTAL DUE****\$ 1,000.00**

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

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

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Announcements & Updates

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Consent Agenda

**TO:** City Council

**THRU:** Bragg Farmer, Finance Director

**FROM:** Lance Johnson, Interim City Manager

**DATE:** September 19, 2018

**SUBJECT:** Interlocal Agreement with the Destin Fire Control District for Beach Safety Services and Lifeguard Services; Resolution 18-35

**I. BACKGROUND:** The City of Destin and Okaloosa County have provided funding for Beach Safety and Lifeguard Services in order to ensure the safety and enjoyment of the city's beaches. The City of Destin provided funding for Lifeguard Services to the Destin Fire Control District (DFCD) in the amount of \$50,000 beginning in FY 2005. This amount increased to \$80,000 in FY 2006 and to \$100,000 in FY 2007 to the present. In FY 2011, Okaloosa County has also provided Tourist Development Council (TDC) funds to the Destin Fire Control District for Beach Safety and Lifeguard Services. In FY 2011 and FY 2012, the county provided \$250,000 in TDC funds to the Destin Fire Control District, in FY 2018 the TDC provided \$779,000.00 to DFCD for this purpose.

**II. DISCUSSION:** On September 17, 2013, Okaloosa County approved an interlocal agreement between the county and the Destin Fire Control District to provide funding for Beach Safety and Lifeguard Services in an annual amount of \$517,000 through September 2014. During discussion on the FY 2014 City of Destin budget, an interlocal agreement between the City of Destin and the Destin Fire Control District was proposed to address the city's funding of Beach Safety Services in the amount of \$100,000 annually. The attached interlocal agreement contains a Scope of Services which describes the services to be provided for City of Destin beaches for the \$100,000 payment by the City for FY 2019.

**A. Link to Strategic Goals / Objectives:** World Class Beaches and Fishing.

**B. Effect on Budget (EOB):** Under the interlocal agreement, the city will provide \$100,000 to the Destin Fire Control District for Beach Safety and Lifeguard Services. This financial contribution is included in the approved FY2019 budget and will be charged to Account # 0152140-581000.

**C. Level of Service (LOS):** This agreement will ensure a high level of beach

safety for residents and visitors and will promote public safety.

**III. CONCLUSION:** The City of Destin has provided funds to the Destin Fire Control District since FY 2005 to fund Beach Safety and Lifeguard Services to ensure the safety and enjoyment of the city's beaches by residents and visitors. The proposed interlocal agreement between the City of Destin and the Destin Fire Control District, outlines the Scope of Services that will be provided for Spring Break and the one hundred (100) days of summer based on the city's contribution to these services and will enhance the service level provided by TDC funds from Okaloosa County.

**IV. RECOMMENDED MOTION:** I move that the Mayor be authorized to sign the Interlocal Agreement between the Destin Fire Control District and the City of Destin to provide Beach Safety and Lifeguard Services on the City of Destin beaches for FY 2019.

Attachments:

1. Resolution 18-35 Adopting Interlocal Agreement between City of Destin and DFCD
2. JLB Revised City District Lifeguard Legal Contract FY19
3. Review for legal sufficiency

**RESOLUTION 18-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE FISCAL YEAR 2019 INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE DESTIN FIRE CONTROL DISTRICT FOR BEACH SAFETY AND LIFEGUARD SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS***, the Destin Fire Control District has, heretofore, provided beach safety and lifeguard services for the City of Destin; and

***WHEREAS***, the City desires to continue to secure beach safety and lifeguard services with the Destin Fire Control District; and

***WHEREAS***, the Destin Fire Control District has agreed to render the City of Destin beach safety and lifeguard services for which the City desires to contract.

**NOW, THEREFORE BE IT RESOLVED** that the City of Destin, by and through its Council, formally accepts and adopts the Fiscal Year 2019 Interlocal Agreement with the Destin Fire Control District for beach safety and lifeguard services effective October 1, 2018 through September 30, 2019.

**BE IT FURTHER RESOLVED** that the Mayor of the City of Destin is formally authorized to execute and agreement for and on behalf of the City of Destin, which agreement is attached and made a part hereof.

**ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER, 2018**

**By:**

---

**Gary Jarvis, Mayor**

**ATTEST:**

---

**Rey Bailey, City Clerk**



**INTERLOCAL AGREEMENT FOR  
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below, by and between the CITY OF DESTIN, a political subdivision of the State of Florida (hereinafter referred to as “the City”) and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as “the District”).

**WHEREAS**, the City finds that enhancing the safety of its beaches is an essential component of promoting the City as a tourist destination; and

**WHEREAS**, the presence of lifeguards will promote safety and encourage enjoyment of the beaches; and

**WHEREAS**, the City desires beach safety and lifeguard services; and

**WHEREAS**, the District has offered to render certain beach safety and lifeguard services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

**WHEREAS**, the City determines it would be in the best interest of the health, safety and welfare of its citizens and visitors to enter into this Agreement with the District for the rendering of those services described in this Agreement.

**NOW, THEREFORE**, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the City and the District agree as follows:

**SECTION I.  
AUTHORITY**

1.1 This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, (hereinafter referred to as the “Act”) and other applicable provisions of law.

**SECTION II.  
PARTIES**

2.1 The parties to this Agreement are the City and the District.

**SECTION III.  
FINDINGS**

3.1 The recitals set forth above are hereby approved and incorporated herein.

**SECTION IV.  
TERM OF AGREEMENT**

4.1 The term of this Agreement shall be for one (1) fiscal year effective October 1, 2018 through September 30, 2019.

4.2 Termination. Either party may terminate this Agreement for any reason by giving written notice to the other party of its intent to terminate this Agreement. Such written notice of intent shall be given no less than thirty (30) days prior to the conclusion of the current Season, as defined in Exhibit A. No termination shall be effective until the conclusion of the current Season. In the event the City declares a financial emergency as defined by the Florida Auditor General, the City shall provide a thirty (30) day notice and be relieved of any obligations as it pertains to this Agreement and the District will no longer provide the Services as outlined in EXHIBIT A.

## **SECTION V. COMPENSATION**

5.1 The City agrees to pay the District for full and timely performance of its obligations hereunder, a total amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the fiscal year beginning October 1, 2018 (“2019 Contract Amount”) and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each additional term of this Agreement as set forth in Section 4.1.

5.2 Payment will be made in equal amounts by the 15<sup>th</sup> of each month the service is provided as described in the Scope of Services as set forth in EXHIBIT A.

## **SECTION VI. SCOPE OF WORK**

6.1 The District shall provide beach safety and lifeguard services as more fully described in the Scope of Services set forth in EXHIBIT A attached hereto and incorporated by reference.

6.3 The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the City at all times as necessary for the proper performance of this Agreement by the District.

6.4 The District shall place the City of Destin’s logo (“Logo”) on equipment and vehicles used to provide services under this Agreement. Said Logo shall be provided by the City and shall be non-permanent. Additionally, the District agrees to work with the City to enhance marketing efforts of the City of Destin. Such marketing efforts shall include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

## **SECTION VII. RECORDS AND REPORTING**

7.1 For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement or otherwise paid or to be paid from either incremental revenues or the proceeds of increment obligations, and said books, records, documents and other instruments shall be retained by the District for a period of three (3) full years after termination of this Agreement. However, notwithstanding the above, no books, records, documents or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida Law.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK, City of Destin 4200 Indian Bayou Trail Destin, Florida 32541: (850) 837-4242 rbailey@cityofdestin.com.**

7.2 The District must comply with the public records laws, Chapter 119, F.S., specifically the District must:

- a. Keep and maintain public records required by the City to perform the service.
- b. 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.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to the City.

7.3 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the District or keep and maintain public records required by the City to perform the service. If the District transfers all public records to the public agency upon completion of the contract, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the contract, the District shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## **SECTION VIII.**

### **AUDIT**

8.1 The City shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

8.2 The City shall have full access, for inspection, review, and audit purposes, to all items referred to in Section VII above and shall comply with all public records laws.

## **SECTION IX.**

### **REPRESENTATIONS AND WARRANTIES**

9.1 The City does hereby represent and warrant to the District that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

9.2 The District does hereby represent and warrant to the City that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, make any payment contemplated hereby, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

## **SECTION X. AMENDMENTS**

10.1 Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.

## **SECTION XI. DISPUTE RESOLUTION**

11.1 The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the "Florida Governmental Conflict Resolution Act" Sections 164.101-164.1061, Florida Statutes.

11.2 To the extent that the parties are unable to resolve this dispute through the provisions of the "Florida Governmental Conflict Resolution Act," then within thirty (30) days, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. The mediator shall be mutually agreed upon by the parties.

11.3 In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

### 11.4 Attorneys' Fees and Recoverable Costs

a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level.

b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

## **SECTION XII. SEVERABILITY**

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

**SECTION XIII.**  
**CONTROLLING LAW**

13.1 All covenants, stipulations, obligations and agreements of the City and the District contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of each of the City and the District to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. The laws of the State of Florida shall govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement. Venue for any proceeding pertaining to this Agreement shall be exclusively in Okaloosa County.

**SECTION XIV.**  
**NOTICE**

14.1 If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the City as follows:

Lance A. Johnson  
Interim City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

As to the District as follows:

Chief Kevin Sasser  
Fire Chief  
Destin Fire Control District  
848 Airport Road  
Destin, FL 32541

**SECTION XV.**  
**NO MEMBER LIABILITY**

15.1 Neither the members of the governing body of the City, the District, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the City, the District or any executing authority of the City or the District for any act pertaining thereto.

**SECTION XVI.**  
**FORCE MAJEURE**

16.1 A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reasons of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where the party could not have

reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Section IV of this Agreement.

## **SECTION XVII. FILING**

17.1 The City and the District are hereby authorized and directed after approval of this Agreement by the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida for recording in the public records of Okaloosa County, Florida as provided in Section 163.01(11), Florida Statutes.

## **SECTION XVIII. SOVEREIGN IMMUNITY**

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

## **SECTION XIX. INSURANCE, LIABILITY AND INDEMNIFICATION**

19.1 The District shall be an independent contractor in regard to the services provided herein and shall not be deemed to be the agent of the City.

19.2 During the term of this Agreement, the District shall have in force general liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate naming the City as an Additional Insured and Certificate Holder covering any liability, claim, damage or lawsuit, excluding claims for a taking of property or inverse condemnation, resulting from the actions of the District or its employees, officers or agents in the performance of its responsibilities under this Agreement.

19.3 The District agrees that it shall be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of its officers, employees, representatives, and agents. The District shall indemnify and hold the City harmless from any and all liability resulting from the wrongful or negligent acts of officers, employees, representative, and agents.

19.4 Any contractor or consultant engaged by the District for work under this Agreement shall be required to protect, defend, indemnify and hold the District and City harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Project and arising from the said contractor's or vendor's operations or as a proximate result of the acts or omissions of the contractor, consultant or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a

governmental entity for a violation of conditions of any required permit related to their actions or failure to act in carrying out their contractual duties. The District shall require the provisions of this section to be included in all contracts between the District and its contractors and consultants for work or services to occur under this Agreement.

**SECTION XX.**  
**CONSTRUCTION**

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

**SECTION XXI**  
**JURY TRIAL WAIVER**

**21.1 THE DISTRICT 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.**

**[Remainder of the page left intentionally blank]**  
**[Signatures appear on the following page]**



**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first above written.

**DESTIN CITY COUNCIL  
DESTIN, FLORIDA**

By: \_\_\_\_\_  
Gary Jarvis  
Its: Mayor

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Rey Bailly  
Its: City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jeff Burns  
Its: City Attorney

**DESTIN FIRE CONTROL DISTRICT**

By: \_\_\_\_\_  
Richard D. Moore  
Its: Chairman

Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Kathryn Wagner  
Its: District Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dawn E. Stuntz  
Matthews & Jones, LLP  
Its: District Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The District shall supply beach safety and lifeguard services at four (4) City of Destin public beach access points and one (1) lifeguard with tower and Jet Ski at O'Steen public beach access during the specified time frames as described below.

The beach safety and lifeguard services shall include, but not be limited to, beach safety education; supervising beach areas from assigned lifeguard locations; patrol vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response.

Priority duties include:

- The "Season" shall be defined as the specified time frames as described below. The District will provide service for two (2) City of Destin public beach access points during Spring Break (Saturday, March 9, 2018 through Sunday, April 21, 2018) from the hours of 9:30 am to 6:00 pm.
- The District will provide service for the four (4) City of Destin public beach access points from the Saturday of Memorial Day weekend through the second weekend in August from the hours of 9:00 am to 7:00 pm.
- The District will provide service for the O'Steen public beach access from the Saturday of Memorial Day weekend through Labor Day from 8:00am to 6:00pm.
- During the Season, the District shall assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association ("USLA") and International Life Saving Federation ("ILSF") standards determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services.
- Implement the District's beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Establishing a social media page that is proactively updated with the current beach flag status and is used to message beach safety information to the public during the season.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and

maintaining public safety. Providing written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics.

- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Manage the District's beach wheelchair program, providing beach wheelchairs at designated locations.
- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the City Manager which includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on the second (2<sup>nd</sup>) Friday of November.

## Lorraine Berish

---

**From:** Jeff Burns <jlburns@asglegal.com>  
**Sent:** Wednesday, September 19, 2018 1:01 PM  
**To:** Lorraine Berish  
**Cc:** Lance Johnson  
**Subject:** RE: Review for legal sufficiency, Interlocal Agreement for Beach Safety & Lifeguard Services  
**Attachments:** JLB Revised City District Lifeguard Legal Contract FY19.doc

Lorraine,

Attached is the revised ILA. I just added a jury trial waiver.

Jeffrey L. Burns, Esq.\*  
Attorney At Law

\*Licensed to practice law in Florida and Alabama

**Anchors Smith Grimsley, PLC**  
**909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547**  
**Main Number: (850) 863-4064 | Fax Number: (850) 664-5728**

---

**From:** Lorraine Berish [mailto:lberish@cityofdestin.com]  
**Sent:** Wednesday, September 19, 2018 11:23 AM  
**To:** Jeff Burns <jlburns@asglegal.com>  
**Cc:** Lance Johnson <ljohnson@cityofdestin.com>  
**Subject:** Review for legal sufficiency, Interlocal Agreement for Beach Safety & Lifeguard Services

Good Morning Jeff,

This is scheduled to go before Council on October 1<sup>st</sup>. The only revisions I made were date changes, City Manager and Mayor names.

Thank you,  
Lorraine

**LORRAINE BERISH**  
Senior Administrative Professional  
**CITY OF DESTIN** | *Office of the City Manager*  
4200 Indian Bayou Trail  
Destin, Florida 32541  
Main: 850-837-4242

Fax: 850-650-9250



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[WWW.CITYOFDESTIN.COM](http://WWW.CITYOFDESTIN.COM)

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

**From:** Jeff Burns  
**To:** [Lorraine Berish](#)  
**Cc:** [Rey Bailey](#); [Lance Johnson](#)  
**Subject:** FW: Request for legal sufficiency review of Animal Control Contracts/Resolutions  
**Date:** Wednesday, September 12, 2018 4:56:43 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image005.png](#)  
[image004.png](#)  
[image006.png](#)  
[ECWR Contract FY19.docx](#)  
[Feline Friends Contract FY19.docx](#)  
[PAWS CONTRACT FY19.docx](#)

---

Lorraine,

I revised the contracts. The resolutions need to have new numbers assigned to them by Rey, and the name of the mayor changed, and they will be good to go.

Jeffrey L. Burns, Esq.\*  
Attorney At Law

**\*Licensed to practice law in Florida and Alabama**

**Anchors Smith Grimsley, PLC**  
**909 Mar Walt Drive, Suite 1014, Fort Walton Beach, Florida 32547**  
**Main Number: (850) 863-4064 | Fax Number: (850) 664-5728**

---

**From:** Lorraine Berish [mailto:[lberish@cityofdestin.com](mailto:lberish@cityofdestin.com)]  
**Sent:** Monday, August 13, 2018 2:07 PM  
**To:** Jeff Burns <[jlburns@asglegal.com](mailto:jlburns@asglegal.com)>  
**Cc:** Lance Johnson <[ljohnson@cityofdestin.com](mailto:ljohnson@cityofdestin.com)>  
**Subject:** Request for legal sufficiency review of Animal Control Contracts/Resolutions

Good Afternoon Jeff,

Attached our the City's Animal Control Contracts & Resolutions for FY19. Please review them for legal sufficiency, we would like to put them on the September 5<sup>th</sup> agenda. Let me know if you have any questions or require additional information.

Thank you,  
Lorraine

**LORRAINE BERISH**

Senior Administrative Professional

**CITY OF DESTIN** | *Office of the City Manager*

4200 Indian Bayou Trail

Destin, Florida 32541

Main: 850-837-4242

Fax: 850-650-9250

**CONNECT with us**



[WWW.CITYOFDESTIN.COM](http://WWW.CITYOFDESTIN.COM)

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

**RESOLUTION 18-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE PANHANDLE ANIMAL WELFARE SOCIETY (PAWS) FOR DOMESTIC ANIMAL CONTROL SERVICES WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS***, animal control is an integral service provided to the residents of Destin; and

***WHEREAS***, the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill domestic animal control services for Okaloosa County and its municipalities based on a per capita division of cost among those local governments; and

***WHEREAS***, the City has contracted with PAWS for many years to perform domestic animal control services with very satisfactory results; and

***WHEREAS***, the City determines it is in the best interest of its residents to continue PAWS domestic animal control services at the same costs as FY18.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with the Panhandle Animal Welfare Society (PAWS) for Fiscal Year 2019 at the budgeted amount of \$45,975.00.

**ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER 2018**

**By:**

---

**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**



# **CONTRACT FOR SERVICES**

**October 1, 2018 – September 30, 2019**

THIS CONTRACT, made and entered into this 1<sup>st</sup> day of October, 2018 between the Panhandle Animal Welfare Society, Inc., (hereinafter referred to as “PAWS”) and CITY OF DESTIN, FLORIDA (hereinafter referred to as “DESTIN”).

## **Witness:**

WHEREAS, the parties do agree that the purpose of this contract is to establish PAWS as the administrative and enforcement agency for any Okaloosa County Animal Control Ordinances, DESTIN Ordinances and applicable Florida statutes pertaining to animals;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$45,975.00 by Fiscal Year to be disbursed in monthly payments of \$3,831.25. Such annual amounts are based on a per capita division of costs among local governments which contract for PAWS services. Payment shall be made upon receipt of a monthly statement submitted by PAWS to DESTIN.
2. Fees collected by PAWS pursuant to this contract shall be retained by PAWS to assist in offsetting the cost of animal control. In the event that impound fees collected by PAWS during the term of this Contract exceeds the total budget established by PAWS in any fiscal year for animal control, PAWS shall pay a portion of the excess collections based upon a per capita division among those local governments that contract for PAWS services during each fiscal year. PAWS agrees within one hundred eighty (180) days after the completion of each approved fiscal year of this contract to provide the City an audit of animal control income and expenses performed by an independent certified accountant.
3. PAWS shall not be responsible for the removal of dead animals on public property or public right of way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.
4. PAWS will enforce all applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:
5. Provide appropriate equipped, certified Animal Control Officers during the normal business hours of 8:00A.M to 5:00 P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida statutes. Operations will be via demand / response system which prioritize incoming animal control demands for services from citizens, and dispatches calls to Animal Control Offices in the field. Officers will respond to citizen request for assistance, and, when not actively engaged in answering dispatched calls, will perform routine patrolling of the service area.
6. Issue citations against and / or impound animals determined to be in violation of applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida’s “Dangerous Dog” statutes.

7. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended in the field of surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.
8. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption or impounded and stray animals.
9. House each impounded and stray animal for the period of time specified by applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes, and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.
10. An Animal Control Officer will remain on-call after hours (Monday 8am – Saturday 8am) to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals. A fee of \$75.00 per call will be billed to the City for request for service from Saturday 8am to Monday 8am.
11. PAWS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees. These records shall be open for inspection during normal business hours to persons designated by DESTIN to review them. In addition, PAWS shall provide to DESTIN a monthly animal control activity summary.
12. PAWS will initiate and maintain a program of public education concerning animal licensing requirements; animal related laws; and promoting responsible pet ownership.
13. PAWS will assist any DESTIN-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance will be communicated by DESTIN to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.
14. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service and disposal of remains, for a reasonable fee determined by PAWS.
15. This contract is for the performance period October 1, 2018 through September 30, 2019 and shall remain in force for a period of three years, contingent upon the annual appropriation by DESTIN of legally available funds for the purpose set forth in this Contract. DESTIN shall have the right to terminate this agreement in this absolute discretion at any time by giving the other party written notice at least 30 days prior to the effective termination date.
16. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

17. **Jury Trial Waiver: PAWS 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.**
18. Public Records. PAWS 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 PAWS 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.

**IN WITNESS WHEREOF**, the parties have hereunto executed this contract this \_\_\_\_ day of October, 2018.

Witness:

City of Destin

\_\_\_\_\_

\_\_\_\_\_  
City Manager

Witness:

Panhandle Animal Welfare Society

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION 18-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FELINE FRIENDS OF DESTIN FOR THE HUMANE CONTROL OF FERAL CATS WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS***, animal control is an integral service provided to the residents of Destin; and

***WHEREAS***, the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill *domestic* animal control services for Okaloosa County but does not address issues associated with feral cats; and

***WHEREAS***, the City has contracted with FELINE FRIENDS for several years to humanely control the feral cat community within the City of Destin with satisfactory results through the Trap Neuter Return Maintain process; and

***WHEREAS***, the City determines it is in the best interest of its residents to continue the services provided by FELINE FRIENDS within the City of Destin to reduce the feral cat population.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with FELINE FRIENDS for Fiscal Year 2019 at the budgeted amount of \$10,000.00.

**ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER 2018**

**By:**

---

**Gary Jarvis, Mayor**

**ATTEST:**

---

**Rey Bailey, City Clerk**

## CONTRACT FOR SERVICES

October 1, 2018 to September 30, 2019

THIS CONTRACT made and entered into this 1<sup>st</sup> day of October, 2018, between Feline Friends of Destin (hereinafter referred to as "FELINE FRIENDS") and the City of Destin, Florida (hereinafter referred to as "DESTIN"), as approved by Destin City Council at its regularly scheduled meeting on October 1, 2018.

WHEREAS, the parties do agree that the purpose of this contract is to establish FELINE FRIENDS as the agency responsible for providing Trap Neuter Return Maintain (TNRM) animal control services in the City of Destin;

NOW THEREFORE, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$10,000 by Fiscal Year to be disbursed in quarterly payments of \$2,500 for TNRM animal control services of feral cats within its city limits.
2. Payment for such services shall be made upon receipt of an invoice and quarterly report from FELINE FRIENDS. The quarterly report shall contain a summary of services provided within the city limits of Destin during that reporting period.
3. The City will have the right to terminate this Contract if FELINE FRIENDS has failed to comply with the requirements of the Contract.
4. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by Feline Friends of Destin.
5. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida.
6. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.
7. **Jury Trial Waiver: FELINE FRIENDS 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.**
8. Public Records. FELINE FRIENDS 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 FELINE FRIENDS 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.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this \_\_\_\_ day of October, 2018.

Witness:

\_\_\_\_\_

City of Destin

\_\_\_\_\_  
City Manager

Witness:

\_\_\_\_\_

Feline Friends of Destin

\_\_\_\_\_

**RESOLUTION 18-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE EMERALD COAST WILDLIFE REFUGE FOR WILDLIFE REHABILITATION SERVICES WITHIN THE CITY OF DESTIN FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** animal control is an integral service provided to the residents of Destin; and

***WHEREAS,*** the Panhandle Animal Welfare Society (PAWS) is permitted and licensed to fulfill *domestic* animal control services for Okaloosa County but does not address issues associated with wild animals; and

***WHEREAS,*** the City has contracted with the EMERALD COAST WILDLIFE REFUGE for many years to provide Destin residents with a facility to report and/or transport injured, orphaned or displaced wildlife; and

***WHEREAS,*** the City determines it is in the best interest of its residents to continue the services provided by the EMERALD COAST WILDLIFE REFUGE within the City of Destin.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with the EMERALD COAST WILDLIFE REFUGE for Fiscal Year 2019 at the budgeted amount of \$3,000.00.

**ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER 2018**

**By:**

---

**Gary Jarvis, Mayor**

**ATTEST:**

---

**Rey Bailey, City Clerk**

## CONTRACT FOR SERVICES

October 1, 2018 to September 30, 2019

THIS CONTRACT made and entered into this 1<sup>st</sup> day of October 2018, between Emerald Coast Wildlife Refuge (hereinafter referred to as "ECWR") and the City of Destin, Florida (hereinafter referred to as "DESTIN"), as approved by Destin City Council at its regularly scheduled meeting on October 1, 2018.

WHEREAS, the parties do agree that the purpose of this contract is to establish ECWR as the agency providing wildlife rehabilitation services for the City of Destin. The primary service is to provide citizens with a facility to report and/or transport to, injured, orphaned or in some cases, displaced wildlife. In addition, ECWR will serve as the marine mammal and sea turtle stranding response team.

NOW THEREFORE, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of \$3,000 by Fiscal Year to be disbursed in quarterly payments of \$750 for services provided by ECWR.
2. Payment for such services shall be made upon receipt of an invoice and quarterly report from ECWR. The quarterly report shall contain a summary of services provided within the city limits of Destin during that reporting period.
3. The City will have the right to terminate this Contract if ECWR has failed to comply with the requirements of the Contract.
4. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by ECWR.
5. The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida.
6. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.
7. **Jury Trial Waiver: ECWR 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.**
8. Public Records. ECWR 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 ECWR 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.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this \_\_\_\_ day of October, 2018.

Witness:

City of Destin

\_\_\_\_\_

\_\_\_\_\_  
City Manager

Witness:

Emerald Coast Wildlife Refuge

\_\_\_\_\_

\_\_\_\_\_

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council

**THRU:** David Campbell, Public Services Director  
Bragg Farmer, Finance Director  
Lance Johnson, Interim City Manager

**FROM:** Tim Pietenpol, Deputy Public Services Directory

**DATE:** September 18, 2018

**SUBJECT:** Request Approval of Bid Number 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract; Resolution 18-34

---

**I. BACKGROUND:** Funding is secured annually for the repair and maintenance of City owned properties. Continuing services contracts ensure publicly owned properties remain operational. The Bid Committee solicited bids for a miscellaneous mechanical services continuing services contract and received one bid.

**II. DISCUSSION:** The Bid Committee reviewed the bids on September 11, 2018 and recommends Council award the bid to D & D Air Conditioning, Heating & Electrical Services to perform miscellaneous mechanical services.

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

**B. Effect on Budget (EOB):** Approximately \$15,000 is projected for FY 2019.

**C. Level of Service (LOS):** Ensures City properties remain operational.

**III. CONCLUSION:** Staff recommends Council award RFB 18-13-PS; Miscellaneous Mechanical Services Continuing Services Contract to the lowest priced most responsive bidder, D & D Air Conditioning, Heating & Electrical Services.

**IV. RECOMMENDED MOTION:** I move that Council award RFB 18-13-PS Miscellaneous Mechanical Services Continuing Services Contract to the lowest priced most responsive bidder, D & D Air Conditioning, Heating & Electrical

Services, and authorize the Interim City Manager to execute and deliver said contract.

Attachments:

1. Resolution 18-34 Misc Mechanical Continuing Services Contract
2. Miscellaneous Mechanical Continuing Services Contract - D&D Air Conditioning, Heating & Electrical Services
3. Exhibit A - D&D Air Conditioning, Heating & Electrical Services Bid
4. 9-11-18 Bid Committee meeting minutes
5. RFB 18-13-PS Bid Tabulation
6. RFB 18-13- PS Responsiveness Form
7. RFB 18-13-PS Miscellaneous Mechanical Services Continuing Services Contract

**RESOLUTION 18-34**

**A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING  
THE EXECUTION OF A MISCELLANEOUS MECHANICAL  
CONTINUING SERVICES CONTRACT BETWEEN D & D AIR  
CONDITIONING, HEATING & ELECTRICAL SERVICES.**

**WHEREAS**, funding is secured annually for miscellaneous mechanical continuing services; and

**WHEREAS**, the City solicited bids for a Miscellaneous Mechanical Continuing Services Contract (RFB 18-13-PS); and.

**WHEREAS**, on September 11, 2018 the Bid Committee review the bids and recommends that City Council award the Miscellaneous Mechanical Continuing Services Contract (RFB 18-13-PS) to D & D Air Conditioning, Heating & Electrical Services; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Destin City Council that, the terms of said Miscellaneous Mechanical Continuing Services Contract is in the best interest of the City of Destin and the Council designates and confirms Lance Johnson, Interim City Manager to execute and deliver the Miscellaneous Mechanical Continuing Services Contract and any related documents necessary to consummate the contract.

**PASSED AND DULY ADOPTED THIS 1<sup>ST</sup> DAY OF OCTOBER, 2018**

By:

---

Gary Jarvis, Mayor

ATTEST:

---

Rey Bailey, City Clerk

# **CITY OF DESTIN, FLORIDA**

## **CONTRACT**

### **MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**

On October 1<sup>st</sup>, 2018 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of D & D AIR CONDITIONING, HEATING & ELECTRICAL SERVICES herein referred to as the **Contractor**, to supply miscellaneous mechanical 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 MECHANICAL SERVICES 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 miscellaneous mechanical services 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, 2018 through September 30, 2019 and is for supplying the City with miscellaneous mechanical services. This contract may be renewed, for one year increments, up to four times if mutually agreed upon by both parties in writing.

**4. Time for Performance:**

The Contractor agrees to provide miscellaneous mechanical 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.

#### **7.1 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 his 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 Venue**

Venue for any action arising out of this contract shall be in Okaloosa County, Florida, and nowhere else.

### **15.3 Mechanic's Liens**

The Contractor shall indemnify and save harmless the City against all liens and claims of mechanics and materialman furnishing labor and materials in performance of this contract.

### **15.4 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.

### **15.5 Sovereign Immunity**

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

### **15.6 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.

### **15.7 Attorney's Fees**

In any dispute relating to this contract each party shall be responsible for their own respective attorney's fees and costs, whether such action is brought at law, in equity, or via statute.

### **15.8 Public Records**

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

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

- 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) Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
- c) 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.
- d) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- e) 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.



**15.9 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.**

**15.10 Notices**

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

As to the City:

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

As to the Contractor:

D & D Air Conditioning, Heating & Electrical  
Services  
P.O. Box 5239  
Destin, Florida 32540

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

CITY OF DESTIN

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

By: \_\_\_\_\_  
Lance A. Johnson  
Interim City Manager

SEAL

D & D Air Conditioning, Heating & Electrical Services  
CONTRACTOR:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

Its: \_\_\_\_\_

Witness

(Title)

**Bid Form Page 1**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB No. 18-13-PS,  
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT  
BID FORM**

**PART I** Bid submitted by:

Company: D&D Air Conditioning, Heating & Electrical Services

Address: PO Box 5239

City & State: Destin, FL Zip Code: 32540

Telephone: ( ) (850) 650-3995 Fax: ( ) (850) 650-4454 E-Mail admin@dndservices.com

Number of Years in Business: 21 Years

**PART II** Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

| <u>ITEM</u>                                                                                                                                                                                                                                                                                                                                                                                            | <u>UNIT</u> | <u>UNIT PRICE</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------|
| 1. Labor                                                                                                                                                                                                                                                                                                                                                                                               |             |                   |
| a. Mechanical Service Work per hour                                                                                                                                                                                                                                                                                                                                                                    |             | \$ <u>65.00</u>   |
| b. Additional labor costs per service call                                                                                                                                                                                                                                                                                                                                                             |             | \$ <u>35.00</u>   |
| 2. Materials and Supplies                                                                                                                                                                                                                                                                                                                                                                              |             |                   |
| Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus <u>20</u> %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work. |             |                   |
| 3. Please list any additional costs associated with the above services and materials:                                                                                                                                                                                                                                                                                                                  |             |                   |
| <u>New R-22 Refrigerant (price per pound) NOTE: price varies with demand</u>                                                                                                                                                                                                                                                                                                                           |             | \$ <u>55.00</u>   |
| <u>New 410A Refrigerant (price per pound)</u>                                                                                                                                                                                                                                                                                                                                                          |             | \$ <u>18.00</u>   |
| <u>Refrigerant Recovery Fee (price per job) IF REQUIRED</u>                                                                                                                                                                                                                                                                                                                                            |             | \$ <u>25.00</u>   |
| <u>Vacuum Pump Fee (price per job) IF REQUIRED</u>                                                                                                                                                                                                                                                                                                                                                     |             | \$ <u>15.00</u>   |
| <u>Torch Material (price per job) IF REQUIRED</u>                                                                                                                                                                                                                                                                                                                                                      |             | \$ <u>15.00</u>   |
| <u>Trip Fee (price per job)</u>                                                                                                                                                                                                                                                                                                                                                                        |             | \$ <u>35.00</u>   |
| <u>System Maintenance - Filters, Belts, Cleaning Drain line (price per system)</u>                                                                                                                                                                                                                                                                                                                     |             | \$ <u>55.00</u>   |

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

**PART III** Certifications:

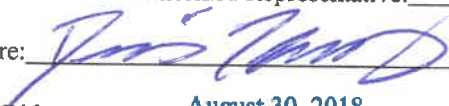
In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I(we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested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

**Bid Form Page 2**

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: Dennis Thomas President/Owner

Signature: 

(Print or Type)

Date of Bid: August 30, 2018

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

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**

**MINUTES  
BID COMMITTEE MEETING  
TUESDAY, SEPTEMBER 11, 2018**

**1. CALL TO ORDER:**

Mr. Bragg Farmer called the meeting to order on Tuesday, September 11, 2018 at 9:45 a.m., in the Destin City Hall Conference Room

**2. ROLL CALL:**

**Members Present:**

Bragg Farmer, Finance Director  
David Campbell, Public Services Director  
Steve Schmidt, Deputy City Manager  
Webb Warren, IT Director

Kim Montgomery, Deputy City Clerk  
Tim Pietenpol, Deputy Public Svcs. Director

**3. NEW BUSINESS:**

**A) RFB 18-13-PS, Miscellaneous Mechanical Continuing Services Contract**

Mr. Pietenpol explained they only received one bid from D&D Services who is the current contract holder and their rates are similar to the current contract with just a 20% increase in materials, and he recommends the bid committee accept the bid.

**Motion by Mr. Schmidt, seconded by Mr. Campbell to accept the bid from D & D Services and recommend to City Council to award RFB 18-13-PS, Miscellaneous Mechanical Continuing Services Contract to D & D Services. The motion passes with a 4-0 vote.**

**ADJOURNMENT:**

There being no further discussion at this time; the meeting adjourned at 9:55 a.m.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
Bragg Farmer, Finance Director

\_\_\_\_\_  
Kim Montgomery, Deputy City Clerk

**CITY OF DESTIN**  
**Bid Tabulation Summary**

**Bid: 18-13-PS**

**Description/Title:** Miscellaneous Mechanical Services Continuing Services Contract

**Date Bids Issued:** Aug 2018

**Date Bids Opened:** August 30, 2018

| Bid Item             | Description                      | Bidders/Companies Names<br>Bid Amounts                       |  |  |
|----------------------|----------------------------------|--------------------------------------------------------------|--|--|
|                      |                                  | D & D Air Conditioning,<br>Heating, & Electrical<br>Services |  |  |
| <b>Base Bid</b>      | Service Work per hour            | \$65.00                                                      |  |  |
|                      | Material and Supply costs        | Cost plus 20%                                                |  |  |
|                      | <b>Additional costs</b>          |                                                              |  |  |
|                      | <b>Base Bid Totals:</b>          |                                                              |  |  |
| <b>Miscellaneous</b> |                                  |                                                              |  |  |
| 1                    | Bid Bond Received (Y, N, N/A)    | na                                                           |  |  |
| 2                    | Responsive (Y, N)                | y                                                            |  |  |
| 3                    | References Checked (Y, N)        | y                                                            |  |  |
| 4                    | Acknowledged all Addenda (Y, N)  | y                                                            |  |  |
| 5                    | Total number of years in service | 21                                                           |  |  |

Shaded/Italicized reflects recommended bid award amount

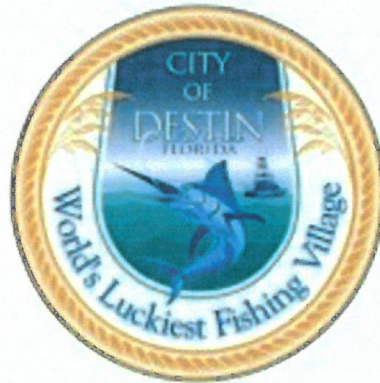
## BID RESPONSIVENESS SHEET

[illegible]

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR BIDS (RFB) NO. 18-13-PS**

**MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**



City of Destin, Florida  
August 13, 2018

  
Lance A. Johnson, MS, CPM  
Interim City Manager  
Phone (850) 837-4242  
Facsimile (850) 837-3267  
4200 Indian Bayou Trail  
Destin, Florida 32541



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## **NOTICE TO BIDDERS**

The City of Destin, Florida, is currently receiving sealed competitive Bids for a Miscellaneous Mechanical Services Continuing Services Contract for City owned properties for one year with the option for four additional one-year renewals, not to exceed five years. Interested parties should contact the City Clerk's office to obtain copies of the bid documents at 850-837-4242. The Scope of Work will include, but not be limited to, miscellaneous mechanical services for City owned facilities including; providing all tools, machines, equipment, labor and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Worker's Compensation coverage. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked "RFB No. 13-18-PS, MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT", along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CST, on Thursday, August 30, 2018. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson  
Interim City Manager

## **CHECKLIST**

**The following items must be provided in order for your bid to be considered responsive**

- 1. Completed bid form**
- 2. Years in business**
- 3. Location of business**
- 4. Previous Work experience (5 project minimum)**
- 5. Availability**
- 6. Current Work Commitments**
- 7. Copy of General Liability Insurance Documents (Worker's Compensation)**
- 8. Copy of State license (if required for job)**
- 9. Copy of County License**
- 10. Copy of City License (if business office is located in Destin)**
- 11. Completed Public Entity Form**
- 12. Completed Drug Free Form**
- 13. Addenda (if applicable)**
- 14. Copy of Completed W-9 Form**
- 15. Other documents as requested in bid package**

**CITY OF DESTIN, FLORIDA**  
**REQUEST FOR BIDS (RFB) NO. 18-13-PS**  
**MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**

- I. **PURPOSE:** The purpose of RFB No. 18-13-PS is to secure sealed Bids for a Miscellaneous Mechanical Services Continuing Services Contract for City projects. The initial contract will be effective through September 30, 2019. The contract will have renewal options for four (4) additional one (1) year extensions. This Request for Bid is for miscellaneous Mechanical Services work occurring within the contract frame of 5 years. The City cannot guarantee any volume of work.
- II. **SCOPE OF WORK:** The Scope of Work will include performance of the mechanical services listed on Exhibit A of this document for City owned properties.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the mandatory information outlined below:
- A. Completed Bid Form
  - B. Number of years the firm has been performing this type work
  - C. Location of Business
  - D. Previous work experience (5 project minimum)
  - E. Availability
  - F. Current work commitments
  - G. Copy of General Liability Insurance documents
  - H. Each Bid shall contain evidence of proper licensing to perform required services in the State, County, and City
  - I. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1)
  - J. Each Bid shall contain a completed Drug-Free Workplace Certification (Attachment #2)
  - K. Completed Request for Taxpayer Identification Number and Certification (W-9) Form
  - L. Florida Department of Transportation Certificate of Qualification for Maintenance of Traffic; and any other work items shall be made available at owners' request

**Failure to provide any of the above listed mandatory information may result in the elimination of the Bid from consideration.**

**IV. SUBMITTAL REQUIREMENTS:** Bids shall be submitted as follows:

- A. Bid Form. The Bid Form contained within this RFB shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.
- B. Public Entity Crime Form. Each Bid shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.
- C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.
- D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.
- E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide an Attachment #2 certification form with the RFB submittal.
- F. Sealed Submittal Packages. All Bids to be considered must be in the possession of the Destin City Clerk no later than 2:00 p.m. CT, on Thursday, August 30, 2018. Bids may be mailed or delivered to the Office of the City Clerk at the address below. An original and six (6) unbound copies and one PDF copy of the Bid shall be submitted in a sealed envelope clearly marked "**RFB No. 18-13-PS, MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT**" and note the time and date of the opening. Regardless of method of delivery, each responder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Bids offered or received after the time set for the Bid Opening will be rejected and returned unopened to the Bidder

**MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin  
ATTN: City Clerk  
4200 Indian Bayou Trail  
Destin, Florida 32541

- G. Bid Opening. Bids are presently scheduled to be opened publicly at 2:00 p.m. CT, on Thursday, August 30, 2018, in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida. The City of Destin Bid Committee will then review all Bids and forward their recommendation to the City Council for award.

- H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB No. 18-13-PS may be directed to the individual below:

For Administrative Questions

Rey Bailey, City Clerk

City of Destin

4200 Indian Bayou Trail

Destin, Florida 32541

(850) 837-4242

- I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB may be considered.
- J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the best offer(s) to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) when it serves the best interest of the City.
- K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding one hundred twenty (120) calendar days after the closing date of the request.
- L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.
- M. Insurance. The successful Bidder shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all types of employees, including those of subcontractors. The successful Bidder shall produce proof of insurance in the types and amounts required by the City, including the foregoing and any additional coverages, including Automobile Liability and/or Builder's Risk Insurance, as may be defined at the time of contract. The City shall be named as an additional insured party and all binders, policies or certificates of insurance shall provide for at least a ten day notice to the City of any cancellation or amendment to any of the binders, policies or certificates.

- N. Provide a completed Request for Taxpayer Identification Number and Certification (W-9) Form
- O. Timely Completion of Work Items. 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.
- P. Public Records: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

However, certain exemptions to the public records law are statutorily provided for in Florida Statutes 119.07. If the Respondent believes any of the information contained within their response is exempt from the Public Records Law, then the Respondent must identify in their Response, the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages by any person or entity as a result of the City's treatment of records as public records.

The City of Destin is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

**IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-837-4242/rbailey@cityofdestin.com/CITY CLERK-4200 Indian Bayou Trail, Destin, Florida 32541.**

**CITY OF DESTIN, FLORIDA  
REQUEST FOR BIDS RFB No. 18-13-PS,  
MISCELLANEOUS MECHANICAL SERVICES CONTINUING SERVICES CONTRACT  
BID FORM**

**PART I** Bid submitted by:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

**PART II** Bidding RFB No. 18-13-PS, Miscellaneous Mechanical Services Continuing Services Contract, as follows:

| <u>ITEM</u>                                                                                                                                                                                                                                                                                                                                                                                      | <u>UNIT</u> | <u>UNIT PRICE</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------|
| 1. Labor                                                                                                                                                                                                                                                                                                                                                                                         |             |                   |
| a. Mechanical Service Work per hour                                                                                                                                                                                                                                                                                                                                                              |             | \$ _____          |
| b. Additional labor costs per service call                                                                                                                                                                                                                                                                                                                                                       |             | \$ _____          |
| 2. Materials and Supplies                                                                                                                                                                                                                                                                                                                                                                        |             |                   |
| Materials and supplies will be billed at contractor's wholesale price or contractor's wholesale price plus _____. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request. The City reserves the right to purchase items if obtainable at a lower cost than can be provided by contractor to perform the requested work. |             |                   |
| 3. Please list any additional costs associated with the above services and materials:                                                                                                                                                                                                                                                                                                            |             |                   |
| _____                                                                                                                                                                                                                                                                                                                                                                                            |             | \$ _____          |
| _____                                                                                                                                                                                                                                                                                                                                                                                            |             | \$ _____          |
| _____                                                                                                                                                                                                                                                                                                                                                                                            |             | \$ _____          |
| _____                                                                                                                                                                                                                                                                                                                                                                                            |             | \$ _____          |
| _____                                                                                                                                                                                                                                                                                                                                                                                            |             | \$ _____          |
| _____                                                                                                                                                                                                                                                                                                                                                                                            |             | \$ _____          |

**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: \_\_\_\_\_  
(Print or Type)

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

Date of Bid: \_\_\_\_\_

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

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**

ATTACHMENT #1

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-13-PS,

MISCELLANEOUS MECHANICAL SERVICES 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 \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_ whose business  
address is \_\_\_\_\_

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

3. My name is \_\_\_\_\_ and my relationship to the entity named  
above is \_\_\_\_\_

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. of Destin,  
Florida.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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).

\_\_\_\_\_  
(Signature)

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

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

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 \_\_\_\_\_ day of \_\_\_\_\_, 2018, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:

ATTACHMENT #2

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB No. 18-13-PS,

MISCELLANEOUS MECHANICAL SERVICES 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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

**THRU:** Bragg Farmer, Finance Director  
Lance Johnson, Interim City Manager

**FROM:** Webb Warren, IS & Process Manager

**DATE:** September 21, 2018

**SUBJECT:** Request Approval of Microsoft Office 365 Licensing and Migration Services

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**I. BACKGROUND:** In May of 2018, the city released RFP 18-12-IT for Office 365 Government Migration Services and Licensing. The City had no response to this RFP. IT has also been in contact with several peer cities across Florida concerning Office 365 licensing and migration services, and one company, Liftoff Online, routinely came up with very positive reviews.

Liftoff Online has proposed both licensing and migration costs in their proposal. This proposal, as a whole, is the most competitive quote we received. The peer review of Liftoff's Office 365 services has been significantly better than any other company our peer cities and counties provided.

**II. DISCUSSION:** IT is prepared to migrate our organization from a traditional onsite hosted mail/Microsoft exchange environment to the newest client and/or cloud-based Office 365 package.

In order to make this significant migration, IT will need some engineering assistance in the server migration. IT will do the vast majority of the work, however, an experienced Office 365/Exchange services engineer will be needed with the server migration portion. It is imperative that an experienced engineer works with us to ensure a smooth transition to this new server and office package. Most of the cost of this project will be licensing, a cost the city already incurs and has budgeted for office licensing.

The benefits of this cloud and/or client based solution will be significant for the efficiency and organization of information within the city. Office 365 offers a

tremendous amount of tools that will allow departments to interact more effectively, provide increased availability during emergencies, as well as make our employees more efficient, no matter if they are in the office or the field.

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

B. **Effect on Budget (EOB):** Budgeted in FY 2019

151932-534000

C. **Level of Service (LOS):** Will increase the city's level of service

**III. CONCLUSION:** The transition to Office 365 will reduce overall expenses associated with traditional hosted servers, provide our employees with the most modern office suite as well as provide the tools for our organization to be as efficient as possible.

Liftoff has provided cities across Florida stellar migration services with minimal disruption to day-to-day operations. IT's recommends approving Liftoff's master service agreement because they bring the most experience to the table and offers very competitive overall pricing.

**IV. RECOMMENDED MOTION:** I move to approve the Office 365 Licensing and Migration services with Liftoff Online and authorize the City Manager to execute the contracts accordingly.

Attachments:

1. price comparisons
2. Liftoff AOS-G\_Quote\_DestinFL
3. Resolution 18-36 Office 365  
Migration and Licensing Services

|                 | SHI                 | Spectrum            | Liftoff (migration<br>and licensing is<br>combined) |
|-----------------|---------------------|---------------------|-----------------------------------------------------|
| Migration Cost  | \$ 25,150.00        | \$ 4,000.00         |                                                     |
| Licensing Costs | <u>\$ 17,280.00</u> | <u>\$ 18,480.00</u> | <u>\$ 19,680.00</u>                                 |
| Total:          | <b>\$ 42,430.00</b> | <b>\$ 22,480.00</b> | <b>\$ 19,680.00</b>                                 |



## QUOTE

as of 9/12/2018

**Bill to:**

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

**Ship to:**

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

**Reseller (Remit To):**

LiftOff LLC  
Attn: Ron Braatz  
1667 Patrice Circle  
Crofton, MD 21114

**Terms:**

Due on Receipt

**Payment Options:**

Check

**Quote Description**

| G SKU Item Name         | Part Number | Term in Months | Price/User/ Month | Licenses | Cost/Year   |
|-------------------------|-------------|----------------|-------------------|----------|-------------|
| Office 365 Plan E3 GOV  | AAA-11894   | 12             | 20.00             | 60       | \$14,400.00 |
| Office 365 Plan E1 GOV  | U4S-00002   | 12             | 8.00              | 40       | \$3,840.00  |
| ExchangeOnlineArchiving | 4ES-00001   | 12             | 3.00              | 40       | \$1,440.00  |

**Total: \$19,680.00**

**Pricing Information:**

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing is valid for 60 days.
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

In order to proceed, send a Purchase Order to [rbraatz@liftoffonline.com](mailto:rbraatz@liftoffonline.com). Once we have the Purchase Order, we will order the licenses from Microsoft. We will immediately invoice the full amount when we place the order.



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# Customer Terms for Cloud Services Agreement

## US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **City of Destin, FL** (“you” and “your”). It is effective when we accept it. Key terms are defined in 8.

### ***1. General.***

**Right to use.** You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

**Acceptable use.** You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

**Compliance.** You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

**Customer Data.** Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

**Changes.** Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

**Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.

### ***2. Confidentiality and Security.***

We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement’s terms without the other’s prior written consent.

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### ***3. Term, Termination, and Suspension.***

**Term and termination.** This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

**Customer Data.** You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

**Regulatory.** If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

**Suspension.** We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

### ***4. Limited warranty; disclaimer.***

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

### ***5. Duty to protect.***

**Defense.** We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

**Remedies.** If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

**Other obligations.** To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.

**Limits.** The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

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## ***6. Limited liability.***

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

## ***7. Agreement mechanics.***

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

## ***8. Definitions.***

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

"Providers" means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates.

"SLA" means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

"Subscription" means an order for a quantity of Office 365.

**RESOLUTION 18-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN PROVIDING AUTHORITY FOR THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LIFTOFF ONLINE FOR OFFICE 365 MIGRATION AND LICENSING SERVICES FOR FISCAL YEAR 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

***WHEREAS,*** Microsoft Office is an integral service provided to the organization of the City of Destin; and

***WHEREAS,*** Liftoff online is qualified to perform Microsoft Office 365 migration services and is an authorized Microsoft reseller; and

***WHEREAS,*** multiple Florida municipalities have highly recommended Liftoff Online due to their excellent service; and

***WHEREAS,*** the City determines it is in the best interest of the organization to have the Office 365 migration and licensing services provided by LIFTOFF ONLINE to provide the necessary service to accomplish the Office 365 upgrade project.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Destin that the City hereby provides authority for the City Manager to enter into a contract with LIFTOFF ONLINE for Fiscal Year 2019 at the amount of \$19,680.00.

**ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER 2018**

**By:**

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Action Item

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**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager

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

**DATE:** September 11, 2018

**SUBJECT:** Contract Resolution 18-33 for the Florida Department of Transportation (FDOT) Right-of-way Landscape Maintenance within the Destin city limits with Ferrovia Services Infrastructure, Inc. formally known as Broadspectrum Infrastructure, Inc.

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**I. BACKGROUND:** Contract for the Florida Department of Transportation (FDOT) Right-of-Way (ROW) Landscape Maintenance within the Destin City limits with Ferrovia Services Infrastructure, Inc. formally known as Broadspectrum Infrastructure, Inc. (Broadspectrum).

**II. DISCUSSION:** Ferrovia Services Infrastructure, Inc. f.k.a. Broadspectrum Infrastructure, Inc. is currently contracted by the FDOT to provide asset management in southern Okaloosa County which includes the landscape maintenance of the FDOT ROW's located within the Destin City Limits (Highway 98 corridor). For many years the City has desired the plant materials, supporting infrastructure (irrigation) and maintenance performed in these ROW's to be of a higher caliber than is required by the FDOT contract, therefore; the City has entered into a contract with Ferrovia (formerly Broadspectrum/Transfield Services) assuming the responsibility for maintaining the FDOT ROW's within the City limits. Over the past several years the City has made substantial investments in upgrades to the medians within the City limits. In return for the City providing these services, Ferrovia reimburses the City for a portion of the costs incurred to provide these services in the amount of \$21,163.32 in equal quarterly payments. The City, in turn, has contracted with Gulf Coast Environmental Contractors, Inc. to provide the routine enhanced landscape maintenance in the FDOT ROW's located within the Destin City Limits.

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

**B. Effect on Budget (EOB):** Ferrovia will reimburse the City \$21,163.32 in accordance with the contract to help offset the Gulf Coast Environmental Contractors, Inc. costs to provide the enhanced level of service.

**C. Level of Service (LOS):** Allows for a higher caliber of plant materials and maintenance in the Highway 98 corridor ROW's located within the Destin City Limits.

**III. CONCLUSION:** The City has made a substantial investment in upgrading the Hwy. 98 medians. Council has historically desired Destin's portion of the Highway 98 corridor to be maintained at a higher caliber than is normally provided by the FDOT and has made substantial investment to make improvements. Renewal of the contract with Ferrovia will continue to give the City the ability to provide a more aesthetically pleasing driving experience for our residents and visitors as they travel the Highway 98 corridor.

**IV. RECOMMENDED MOTION:** I move that Council adopt Resolution 18-33, awarding the Florida Department of Transportation (FDOT) Right-of-way Landscape Maintenance within the Destin city limits with Ferrovia Services Infrastructure, Inc. formally known as Broadspectrum Infrastructure, Inc. and authorize the City Manager to execute the contract.

Attachments:

1. Ferrovia Contract 2018-2019
2. Ferrovia fna Broadspectrum Resolution 18-33



**FERROVIAL SERVICES INFRASTRUCTURE, INC. ("Ferrovial")**

**MASTER CONTRACT**

**CONTRACT No.: 4600003351**

This Master Contract ("Contract") is between the City of Destin, with a principal place of business at 4200 Indian Bayou Trail, Destin, FL 32541 ("Contractor"), & Ferrovial Services Infrastructure, Inc. ("Ferrovial") effective as of 8/1/2018 (the "Effective Date").

1. **Scope of the Contract.** The Contract sets forth the terms and conditions for the following work:

Right of Way Maintenance within Destin City Limits.

2. **Background.** Right of Way Maintenance, City of Destin in Okaloosa County to be performed from August 1, 2018 through July 31, 2019.

3. **Documents.** The Contract consists of the following documents:

- a. Master Contract
- b. Attachment A: General Contract Terms and Conditions Level I
- c. Attachment B: Scope of Work, including Special Provisions
- d. Attachment C: Contractor's Request for Proposal Response and Quotation
- e. Attachment D: Deliverables, Milestones and Payment Schedule
- f. Attachment E: Change Order Form
- g. Attachment F: Lane Closure Restrictions
- h. Attachment G: MBE/WBE/DBE/HUB Business
- i. Attachment H: Equipment Certification
- j. Attachment I: FDOT Contract Requirements

These parts will be read as one document, the contents of which, in the event and to the extent of conflict between the parts, will be given precedence in the order above, except that Attachment B shall have precedence over Attachment A.

4. **Term of Contract.** This Contract shall continue in effect for one (1) year from the Effective Date, unless terminated in accordance with the provisions of this Contract.
5. **Notice.** Any correspondence or notice given by either party to the other is served, if delivered in person or if deposited in the mail, properly stamped, and addressed as shown below. Notices may be addressed as follows:

| <b>If to Contractor:</b> | <b>If to Ferrovial:</b>                                                                        |
|--------------------------|------------------------------------------------------------------------------------------------|
| Attn:                    | Attn: Jessi Allen                                                                              |
|                          | 3050 Copter Road                                                                               |
|                          | Pensacola, FL 32514                                                                            |
| Phone:                   |                                                                                                |
| Email:                   | <a href="mailto:Jessi.Allen@ferrovialservices.com">Jessi.Allen@ferrovialservices.com</a>       |
| <b>With Copy to:</b>     | <b>With Copy to: Justin Whipple</b>                                                            |
|                          | <a href="mailto:Justin.Whipple@ferrovialservices.com">Justin.Whipple@ferrovialservices.com</a> |

6. **Entire Agreement.** This Contract and the Attachments hereto, shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Contract and supersedes any and all previous agreements between the parties, whether written or oral, with respect to its subject matter. All negotiations, representations, warranties and agreements made between the parties are merged herein; and the making, execution, and delivery of this Contract by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Contract unless expressly provided in this Contract. No term or provision of this Contract may be varied or modified by any prior or subsequent statement, conduct, or act of either of the

parties, provided that hereafter the parties hereto may amend this Contract by written instrument specifically referring to, and executed in the same manner as, this Contract.

7. **Authority.** This Contract shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. A corporate officer signing this document on behalf of the Contractor warrants that he/she has full authority to sign this document.

In witness whereof, the parties have caused this Master Contract to be signed effective as of the Effective Date above.

**CONTRACTOR:**

City of Destin

**FERROVIAL SERVICES INFRASTRUCTURE, INC.**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE/DATE

\_\_\_\_\_  
SIGNATURE/DATE



**ATTACHMENT A**

**GENERAL CONTRACT TERMS AND CONDITIONS**

**LEVEL I**

**A. PERFORMANCE OF WORK**

1. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor with respect to the work supplied by Contractor for Ferrovial, and neither Contractor nor anyone used or employed by Contractor shall be deemed for any purpose to be an agent or employee of Ferrovial. Ferrovial shall have no direction or control over of Contractor or its employees except in the results to be obtained from the work. Contractor shall be solely responsible for the withholding or payment of all Federal, State and local Personal Income Taxes, Social Security, Unemployment and Sickness Disability Insurance and other payroll taxes with respect to its employees, including contributions from them when as and required by law.
2. **BACKGROUND:** This work shall consist of right of way maintenance along roadways managed by Ferrovial Services and outlined in the scope in Attachment B. This work shall be performed during the period of August 1, 2018 through July 31, 2019.
3. **STANDARD OF CARE:** The Contractor shall perform the work or provide the goods and/or services specified in this Contract in accordance with all generally accepted industry standards and practices, in a workmanlike manner and in full compliance with all terms and conditions of this Contract.
4. **DEFINITIONS:**  
**FLORIDA DEPARTMENT OF TRANSPORTATION** is hereinafter referred to as **FDOT** or **DOT**.
5. **WORK PROGRESS:** Contractor agrees to perform the work identified in the Scope of Work, Attachment B, as provided for in Contractor's Request for Proposal Response and Quotation, Attachment C. Contractor agrees to meet the deliverables and deadlines as defined in Attachment D to this Contract. In the event work is not completed and fully accepted by the due date, liquidated damages as further defined in this Contract shall apply. The Contractor shall perform work in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress.
6. **EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS:** It is the Contractor's responsibility to examine the site of the work and all documents comprising the Contract before submitting a bid. The submission of a bid and execution of this Contract will be considered evidence that the Contractor has inspected and is aware of all conditions which could affect the work, understands the meaning and intent of the contract documents, and has included appropriate amounts in its bid to cover the cost of the prescribed work. All manuals, specifications, standards and related written materials referenced in this contract are available for review and copying at Ferrovial's offices.
7. **LABOR, MATERIALS AND EQUIPMENT:** The Contractor shall furnish all labor, materials, equipment, machinery, supplies, equipment, tools, appliances, transportation, fuel, power/energy, supervision, traffic barriers, traffic control, including Law Enforcement supports, incidentals, and any other items or incidentals as required to start-up and complete full performance of the Scope of Work. Contractor is responsible for all mobilizations and demobilizations required for the project.
8. **COORDINATION OF WORK:** The Contractor shall coordinate work activities with any others which may be underway in the vicinity of the work site(s). The Contractor may, for the purpose of coordination, request a meeting with any other party responsible for such activities. The Contractor shall attend any and all meetings when requested to do so by Ferrovial. Contractor shall be required to

participate in meetings between Ferrovial and FDOT concerning matters pertaining to Contractor, its work or the coordination of its work with other contractors, provided that all direction to such Contractor shall be provided by Ferrovial, and provided further that nothing in this Section shall limit authority of FDOT to give such direction or take such action as in its opinion is necessary to remove an immediate and present threat to the safety of life or property.

9. **WORK SCHEDULE:** Work shall be performed as designated in Scope of Work, unless otherwise approved by the Ferrovial Project Manager. The Contractor shall schedule work to minimize inconvenience to the users of the highway. No work shall be performed when the visibility is less than 1500 feet without the written approval of Ferrovial.
10. **TIME ADJUSTMENTS:** An extension of the Contract or Work Order time may be allowed when a major item of work is delayed for reasons beyond the control of the Contractor. The Contractor is not entitled to additional compensation as a result of such an extension. Extensions will not be granted for foreseeable delays or delays caused by the Contractor.
11. **CONTRACTOR'S PERSONNEL:** The Contractor shall at all times have on the work site, as his/her agent, a competent English-speaking Project Manager and Superintendent capable of thoroughly interpreting the Contract documents and experienced in the type of work being performed. The Project Manager or the Superintendent shall have full authority to perform the work, execute the orders or directions of Ferrovial and to supply promptly any materials, tools, equipment, labor, incidentals, etc. which may be required to perform the work.
12. **CONTRACTOR'S EQUIPMENT:** The Contractor shall have available and in good working order, prior to the start of work under this Contract, all necessary equipment for this work which shall be of sufficient size, type and quantity as selected and supplied, at the sole discretion of the Contractor, to complete the work.

The Contractor's trucks and/or other road-going equipment shall have the company's name prominently and legibly displayed on the truck or equipment.

The Contractor may park equipment within 30 feet of the right-of-way line and the contractor may park equipment on the right-of-way overnight as close to the right-of-way line as possible with prior approval of the Ferrovial Project Manager. Contractor's equipment shall not be parked overnight in the median regardless of the width of the median. The Ferrovial Project Manager shall approve all staging areas on the right-of-way. Contractors choosing to park equipment on right-of-way do so at their sole risk. Neither DOT nor Ferrovial shall be liable for any loss, including but not limited to damage, theft, vandalism, etc.

13. **WAIVER OF CONTRACT TERMS AND CONDITIONS:** Any waiver, or non-enforcement of any contract terms and conditions by Ferrovial shall not constitute approval or be considered as a precedent for the future waiver of the same contract terms and conditions. A waiver of any contract terms and conditions shall not render any other portion of the Contract to be unenforceable by Ferrovial.
14. **DEPARTMENT STANDARDS:** Unless otherwise approved by the Ferrovial Project Manager, work performed and material used under this Contract shall conform to the latest version of all FDOT manuals. Standards, specifications, statewide special specifications, policies, procedures and their addenda, as they may be amended, supplemented or updated. These include, but are not limited to the following:
  - A. Standards and Specifications including all supplemental specifications and special provisions in the specifications workbook.
  - B. Standard Specification for Road and Bridge Construction (in last edition)
  - C. Design Manual
  - D. MUTCD
  - E. Standard Maintenance Special Provisions
  - F. Maintenance Activity Standards
  - G. Workbook of Implemented Modifications in the Standard Specifications
  - H. Qualified Products List

- I. The attached Special Provisions
- J. Design Standards for Design, Construction, Maintenance and Utility Operations.

**B. CONTROL OF WORK**

- 1. EXECUTION OF CONTRACT:** Contractor shall execute and return the necessary Contract documents within five (5) calendar days of award. No bid award will be considered binding upon Ferrovia until the execution of the Contract by Ferrovia.

Failure of the Contractor to execute and/or provide all required documents within the time limits specified may result in award to another Contractor.

- 2. AUTHORITY OF THE PROJECT MANAGER:** The administration of this project for Ferrovia shall be through its Project Manager ("Ferrovia Project Manager"), who may act either directly or through duly authorized representatives. The Ferrovia Project Manager will inspect and evaluate the work of the Contractor for general conformity to the Contract. All work shall be done to the satisfaction of the Ferrovia Project Manager

The Ferrovia Project Manager will decide all questions which may arise as to 1) the quality and acceptability of work performed; 2) the rate of progress of the work; 3) the interpretation of the Contract; and 4) the acceptable fulfillment of the Contract on the part of the Contractor. The Ferrovia Project Manager shall have the authority to alter work priorities in order to address special needs of Ferrovia or to enforce and make effective such decisions and orders as deemed necessary if the Contractor fails to diligently carry out the work in accordance with these Contract documents.

Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be re-worked by the Contractor at no additional cost to Ferrovia. The Ferrovia Project Manager will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

During the performance of the work, the Ferrovia Project Manager may have the right, but not the obligation to suspend the work, wholly or in part, due to failure of the Contractor to 1) correct conditions unsafe for the workers, or the general public 2) for failure to carry out provisions of this Contract 3) failure of the Contractor to suspend operations due to unsuitable weather 4) and other conditions or reasons deemed to be in the public's interest. Suspension of work under this provision shall not be grounds for additional compensation to the Contractor.

Ferrovia reserves the right to perform any type of highway maintenance within the limits of the work, including concurrent work by Ferrovia or other Ferrovia Contractors. Concurrent work may include the type of work noted in these Contract documents.

- 3. COMMENCEMENT OF WORK:** The Ferrovia Project Manager will issue a Work Order notifying the Contractor to proceed with the work. The Contractor shall begin work no later than fourteen (14) calendar days after the issue date of the initial Work Order or as otherwise specified in Attachment D. The Contractor shall begin work no later than five (5) calendar days after the issue date of subsequent Work Orders, or as otherwise specified in Attachment D.

If the Contractor begins work prior to the limits noted above, Work Order completion time will begin to accrue when the Contractor begins work.

The Ferrovia Project Manager will schedule a Pre-Work conference to review the work to be done and the requirements of the Contract prior to issuing the initial Work Order. At the pre-work or earlier, the Contractor shall submit to the Ferrovia Project Manager for review two (2) copies of the Contractor's proposed work plan and methods for performing the required work including a listing of equipment and anticipated personnel.

- 4. REPORTING:** Contractor shall provide progress reports to Ferrovia appropriate for the type of work Contractor is performing sufficient to enable Ferrovia to provide reports it is required to furnish. The format and frequency of reports will be agreed upon between Contractor's Project Manager and the Ferrovia Project Manager.
- 5. CHANGE ORDERS:** Changes to the work as defined in the Scope of Work will be documented and approved by the following process. Contractor shall prepare a Change Order Form, Attachment E, and submit to the Ferrovia Project Manager for review. If approved, the Ferrovia Project Manager will route internally as required for financial and procurement approvals. The executed Change Order Form will be provided to the Contractor for authorization to proceed. Any resulting changes to the lump sum amount shall be

reflected in an Amendment to the Contract. No changes shall commence without a fully executed Change Order. Ferrovia will not be liable for any costs incurred by Contractor due to unauthorized changes.

- 6. LIQUIDATED DAMAGES:** Liquidated damages of \$250/Calendar Day (subject to adjustment, see the Special Provisions) may be charged against the Contractor for each calendar day beyond that provided in the Work Order, in which the work remains incomplete. These charges are not a penalty, but both parties agree, fairly represent the cost of administration, engineering, supervision, inspection, and other Ferrovia expenses related to the Contract.

If the Contractor fails to meet the performance standards identified in the Contract, in addition to the liquidated damages, the Contractor will be responsible for any penalties imposed by DOT on Ferrovia resulting from these failures. In addition, Ferrovia may take steps to have the work corrected. Once the Contractor is notified that Ferrovia is taking corrective action, the Contractor shall refrain from performing work on the item in question unless approved by the Ferrovia Project Manager. The costs associated with these measures will be at the Contractor's sole cost and expense and will be deducted from any monies due the Contractor, if any, or repaid to Ferrovia, by the Contractor, within 20 days.

- 7. WORK ACCEPTANCE:** Upon completion of the assigned work, the Contractor will notify the Ferrovia Project Manager or his or her designee that the work is complete and the work quantities and quality were accomplished in accordance with the Contract Work Order. The Work Order will be reviewed and signed by both the Contractor and Ferrovia on the day the work is completed. All completed work will be reviewed to verify quality and quantity, prior to accepting the Contractor's work and signing the Work Order. The Contractor will submit a copy of the signed Work Order with its invoice for payment. The Contractor shall execute the Contract "Close-out and Release Form", as part of final payment procedure, or annual renewal.

The Contractor agrees that Ferrovia's inspection, review, acceptance, approval, or payment for the Contractor's work shall not relieve the Contractor of the Contractor's (or Sub-Contractor's of any tier) sole responsibility for the work, including latent defects in material and/or application, workmanship, use, quality, or Contractor's negligent acts, errors, omissions, or Contractor's improperly performing or improperly failing to perform the work under this contract.

- 8. MATERIALS:** All materials shall conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Latest edition), as amended and supplemented, unless otherwise specified in the Special Provisions.

Used, reconditioned, or remanufactured supplies shall not be utilized unless otherwise specified or approved in writing by the Ferrovia Project Manager.

Any and all salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. If not used, the material becomes the property and responsibility of the Contractor.

- 9. TRAFFIC CONTROL:** The Contractor is responsible for work site safety and work zone traffic control. The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the life or safety of individuals at the work site or the users of the facility. All traffic control devices shall conform to and be placed in accordance with the requirements of Part VI of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with the, Worksite Traffic Supervisor, Florida Department of Transportation Standard Index 600 series of the Roadway & Traffic Design Standards, latest edition.

Ferrovia will fully enforce all Traffic control provisions; no deviations from the manual are expected or will be permitted unless otherwise approved in writing by the Ferrovia Project Manager.

The Contractor shall furnish any traffic control devices, including law enforcement supports when required, and temporary sign panels, necessary to perform this work and shall be responsible for their cost, placement, proper maintenance, and removal.

In addition to mainline signing, proper signs shall be displayed on all affected ramps prior to the start of operations in interchange areas.

For Work Orders requiring maintenance of traffic, the Contractor shall submit to the Ferrovia Project Manager for review, prior to beginning work, two (2) copies of their proposed traffic and safety plan. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic. Submission of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of its sole responsibility and/or liability for injury to persons or damage to property caused by or attributed to the Contractor.



Any necessary mainline, primary, and/or, service road, lane and/or ramp/interchange/intersection closures must be requested by Contractor and approved by the Ferrovia Project Manager at **least two weeks** prior to the closure.

**C. OTHER REQUIREMENTS**

1. **CONTRACTOR REGISTRATION:** The Contractor must furnish Ferrovia proof of authorization to do business in the State and where required of licensure in any political jurisdictions in which the work is to be performed. Any required profession or trade license shall also be required.
2. **LAW AND VENUE:** The Contractor shall comply with all applicable Federal, State and Local statutes, laws, ordinances, rules and regulations. This Contract shall be construed under the laws of the State of Florida. The venue of any judicial proceeding arising from this Contract shall be Okaloosa County, Florida. The Contractor waives any and all defenses to a change of venue based upon forum non convenience or any other procedural theory.
3. **PERMITS, FEES AND NOTIFICATIONS:** The Contractor shall secure and pay fees associated with all permits required to perform the work. The Contractor will properly display, at or near the worksite, all required permits.
4. **PRESERVATION OF PROPERTY:** The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to property shall immediately be restored to the previously existing condition. Ferrovia shall make no payment for such restorative work.

Damage to essential signs (stop, yield, one-way, etc.) shall be reported immediately. Ferrovia will repair essential signs at the Contractor's expense. Should any non-essential sign suffer damage, the Ferrovia Project Manager, or designated representative, shall be notified no later than the end of that workday.

The Contractor may repair or replace damaged non-essential signs; delineators, etc. within 7 days if approved by the Ferrovia Project Manager, or Ferrovia may repair or replace damaged non-essential signs, delineators, etc. at the Contractor's expense. The Contractor shall take care not to damage wildflower plantings, planted trees or shrubs. The Contractor shall replant or replace, at the Contractor's expense any damage to such plantings.

The Contractor shall use suitable precautions to prevent damage to underground and overhead structures and signs, including but not limited to: pipes, conduits, poles, wires, cables, roadway signs, delineators, fence, guardrail, land monuments, etc.

5. **UTILITIES:** The Contractor shall be responsible for the maintenance, protection and continuance of service for any utilities encountered in the performance of their work within the project limits for the duration of the Contract.

The Contractor shall notify SUNSHINE ONE CALL prior to digging within the right of way which could be affected by the work in accordance with the Underground Utility Damage Prevention Act, and all other applicable rules, laws and regulations.

6. **INDEMNITY:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Florida Department of Transportation (FDOT) and Ferrovia, its agents and employees from and against all injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising directly or indirectly out of the obligations herein undertaken or resulting out of operations conducted by the Contractor, the Contractor's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such injury, claim, damage, loss or expenses is caused in part, by a party indemnified hereunder, except claims or litigation caused by or resulting from the sole negligence of the party indemnified hereunder.

**The parties agree that 1% of the total compensation to the Contractor is the specific consideration from Ferrovia for the Contractor's indemnity agreement and the parties further agree that 1% is included in the contract amount.**

7. **INSURANCE REQUIREMENTS:** Without any way limiting contractor's liability under this Contract, the Contractor, prior to execution of the Contract by Ferrovia, shall furnish evidence to Ferrovia that the Contractor has in force during the duration of the Contract the types and amounts of insurance noted below. Failure of the Contractor to continuously maintain all required insurance in force for the duration of the Contract shall be grounds for Contract termination. All insurance must be provided by companies authorized to do business in the State of Florida and with an A.M Best "rating" of A.

**GENERAL LIABILITY:** The Contractor shall have Commercial General Liability Insurance. The limits of coverage shall be no less than \$1,000,000. DOT and Ferrovia is to be named additional insured with respect to General Liability Coverage.

**WORKER'S COMPENSATION:** The Contractor shall have Worker's Compensation and Employers Liability Insurance in accordance with

the laws of the State of Florida in amounts and limits required under State law, sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor's employees as required by Statute. The Contractor shall ensure that the employees of all sub-contractors of any tier are covered by Worker's Compensation Insurance, in accordance with the Laws of the State of Florida.

A certified copy of the Contractor's current Workers Compensation Insurance Experience Modification Factor (EMF) shall be submitted to Ferrovial along with proof of insurance.

**VEHICLE LIABILITY:** The Contractor shall have vehicle liability insurance with limits of coverage shall be no less than \$500,000 Combined Single Limit. FDOT and Ferrovial are to be named as additional insurance with respect to vehicle liability coverage. The Contractor shall ensure its vehicles are properly registered in Florida, if applicable.

All policies shall contain waiver of subrogation clause in favor of Ferrovial and DOT.

The policy shall provide for "following form" under the Contractor's primary insurance coverage.

The Certificate of Insurance shall provide that the coverage evidenced therein may not be cancelled or materially changed without at least 30 days written notice in advance to Ferrovial.

- 8. SAFETY AND HEALTH STANDARDS:** The Contractor shall have in effect a formal, documented safety program which meets or exceeds the Federal Occupational Safety and Health Act (OSHA) regulations and/or Florida State specifications, whichever is more restrictive.

Each vehicle involved in the operations (including those vehicles used for supervision) shall be equipped with a rotating or high intensity amber strobe light, visible from all directions. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

The Contractor shall perform all work, including the operation of equipment, in a manner which will not endanger the health, life or safety of individuals at the work site or the users of the highway facility. The Contractor shall also comply with applicable sections of OSHA regulations and Department of Transportation Accident Prevention Procedures Handbook (latest edition). In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

While working on Ferrovial projects, the Contractor's employees and Subcontractor's employees of any tier, including supervisory employees, shall wear, as a minimum, American National Standards Institute (ANSI) Z 89.1 approved hard hats, approved reflective vests or equivalent high visibility (and reflective if working after dark) clothing, and if appropriate, ANSI Z 41.1991 approved footwear. Contractor shall also use any other appropriate personal protective equipment which may be required for specific tasks.

**Ferrovial Mandatory Safety Rules (MSR's) are as follows:**

- Always verify and tag or lock all energy isolations
- Never remove another person's Danger Tag or Personal Lock without written authorization
- Always operate equipment and machinery within defined limits
- Never begin a skilled task or operate equipment and machinery unless qualified
- Always obtain authorization before entering a confined space
- Always protect against falling where you can fall more than 6 feet/ 2 meters
- Never work or travel under a suspended load
- Always wear seatbelts when a vehicle is in motion
- Never consume or be under the influence of alcohol or illicit drugs while at work
- Always wear proper safety gear
- Always safety plan the work

The MSR's are a requirement of this Contract and Contractor agrees that it, its employees, agents, and subcontractors will abide by each of these MSR's. Contractor agrees that these MSR's will be included and made part of each and every subcontract for work performed under this Contract. Contractor further agrees that any breach of the MSR's, subject to the findings of an investigation by Ferrovial, may result in a default and termination by Ferrovial of this Contract, at the sole discretion of Ferrovial. Contractor agrees to cooperate with, and participate in Ferrovial's investigation of any breach or alleged breach of these MSR's and to promptly report any breach or alleged breach of these MSR's to Ferrovial Project/Contract Manager. Any questions regarding these MSR's should be directed to the Ferrovial Project/Contract Manager.

**9. ENVIRONMENTAL, EROSION AND SEDIMENT CONTROL REGULATIONS:** The Contractor shall be aware of and conform to all Federal, State and Local statutes, laws, rules, regulations and requirements concerning environmental permits and erosion and sediment plans and the proper construction of same. The Contractor shall be especially aware of the following requirements:

- A. Discharges of any kind into waters, wetlands, or floodplains are not permitted, unless those discharges are properly permitted or certified to meet water quality standards.
- B. Discharges of lead based paint into the atmosphere or onto the ground are not permitted. A waste removal system certified by an Industrial Hygienist shall be utilized. This is required in the *Environmental Protection and Disposal of Material* payment items if included in the Special Provisions.
- C. Silt fencing shall be erected as required around all areas prior to where the land will be disturbed.
- D. Check dams, sediment basins, and/or hay bale filters as required are to be utilized to prevent silt and sediment from leaving the work area.
- E. Disturbed areas shall be restored as soon as possible.
- F. Containment or collection systems are required, when performing any concrete work over water.
- G. Additional actions may be necessary depending on the extent of work, weather and local conditions.
- H. Proper manifests and/or receipts from certified landfills shall be submitted for all waste materials removed from the site.
- I. When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall be discontinued in the vicinity of the abnormal condition and Ferrovia shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; vapors; asbestos; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

If the need for any remediation of the work site becomes apparent while the contract work is underway and such work items are not specifically included in the Special Provisions, the Contractor shall immediately notify Ferrovia. Ferrovia may solicit a price, and if accepted, issue a Supplemental Agreement prior to commencement of needed remediation work.

**9. ASSIGNMENT:** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, in whole or in part, or of any right, title or interest therein without the express written authorization from Ferrovia.

**10. KEY PERSONNEL:** The Contractor shall provide a list of Key Personnel who will oversee performance of the work, including but not limited to a Project Manager, Superintendent, Supervisors, and Safety Manager. The Key Personnel list shall contain phone numbers, fax numbers, cell phone number and pager numbers. This list may also be provided to DOT, as appropriate.

**11. WARRANTY:**

- A. With respect to goods furnished, including fabricated goods, under the Contract, Contractor warrants that the goods will: (i) strictly conform to the drawings, specifications, and sample (if any), and other requirements provided by Ferrovia to Contractor; (ii) conform with all applicable laws, ordinances, codes and regulations; (iii) be free from defects in materials, performance, operation, and workmanship for a period of \_\_\_\_ years after delivery and installation of the goods.
- B. With respect to services provided under this Contract, Contractor warrants and agrees that: (i) Contractor's work will meet all specifications and drawings provided by Ferrovia to Contractor; (ii) Contractor possesses all necessary expertise to perform the work in compliance with all applicable standards and other requirements, whether express or implied by law; (iv) the work will be performed in accordance with this Contract and all applicable laws, statutes, ordinances, regulations, rules, standards (government and industry), and codes (government and industry); and (iv) the work will be free from defects for a period of \_\_\_\_ years after performance.

- C. Upon notice by Ferrovia of a warranty claim, Contractor will promptly repair, replace or resupply the work in question (including removal, re-fabrication, reinstallation, access, shipping, labor costs, etc.) at no cost to Ferrovia. If Contractor fails after reasonable notice to proceed promptly and complete the repair, replacement or resupply of the defective work, Ferrovia may repair, resupply or replace the work and charge all related costs to Contractor without voiding the warranties herein, and without Ferrovia waiving any other rights or remedies it may have under this Contract. Such costs will be payable by Contractor to Ferrovia on demand.

**13. COMMUNICATION WITH FDOT:** Neither the Contractor nor any of its representatives may communicate directly with DOT or any of its employees, agents or representatives regarding the work, without the prior written approval of Ferrovia. All contact, communication and dealings with DOT and its employees, agents or representatives by the Contractor shall be solely through Ferrovia or its designated representative. The Contractor will utilize its best efforts to refer inadvertent inquiries from DOT to Ferrovia.

**14. TERMINATION OR SUSPENSION:** Ferrovia reserves the right to terminate or suspend the Contract, in whole or in part, because of unsatisfactory work, work progress, non-responsiveness, unsafe conditions, failure to comply with Contract provisions, for convenience of Ferrovia, due to termination by convenience, due to a Force Majeure Event, or FDOT default or when it is deemed in the best interests of Ferrovia. In any such termination event, Contractor agrees to hold harmless Ferrovia and FDOT from any liability for Contractor's indirect or consequential loss, lost profits and/or business opportunity.

Ferrovia may terminate the Contract (with written notice and time to cure), should the Contractor fail to perform. Ferrovia may award the work to another subcontractor without notice if the work is of an urgent nature. Ferrovia's use of other subcontractors to complete the contracted work may result in Ferrovia back-charging the Contractor.

The Contractor may terminate the contract only for non-payment, with fifteen (15) day Notice to Cure, provided there is no dispute of the amount due the Contractor.

**15. CONTRACTOR LIENS:** All liens, claims, and charges against Ferrovia shall not attach to any interest of DOT's Transportation Facilities.

**16. ANTI-DISCRIMINATION CLAUSE:** The Contractor shall (1) comply with all federal and state statutes, local laws, rules, regulations and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, gender, national origin, age, disability or other protected categories in the performance of work under this Contract; and (2) shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials.

**17. MINIMUM WAGE:** The Contractor shall affirm that all its employees, contract labor and subcontractor employees of any tier will be paid not less than the State/Federal Minimum Wage set forth in 29 CFR paragraph 206; and/or if applicable the current Davis-Bacon Act or Service Contract Act Wages (and benefits).

**18. NOTIFICATION OF CRIME CONVICTION:** The Contractor shall notify Ferrovia within thirty (30) days after conviction of a violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract ("Contract Crime") applicable to any of its officers, directors, executives, shareholders active in management, employees or agents of its affiliates as further provided for in Section 287.117 F.S.

**19. COMPLIANCE WITH LAWS:**

A. The Contractor agrees that it shall make no statements, press or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the period of the Contract, without first notifying the Ferrovia Project Manager and receiving written consent. The Contractor also agrees that it shall not publish, copyright or patent any of the ideas, or data developed under this Contract, it being understood that such ideas, data or information is a "work for hire" and the property of the FDOT and/or Ferrovia.

B. The Contractor agrees that it and its employees shall be bound by the standards of conduct provided in applicable Florida Statutes as they relate to work performed under this Contract. The Contractor further covenants and agrees that if the Contractor employs a former state employee, the Contractor shall require that strict adherence by the former state employee to Florida Statutes, is a condition of employment for said former state employee. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this



Contract.

- C. Ferrovia shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.

**20. CONTRACTOR STANDING:** Contractor must declare in writing, if Contractor, a sub-consultant, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of federal funds:

- A. Is currently under suspicion, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- B. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- C. Does have a proposed debarment pending; or has been indicted, convicted or had a civil judgment rendered against it, or them by a court of competent jurisdiction in any matter involving fraud, or official misconduct in the past three years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offer or responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**21. PROFESSIONAL ETHICS:** Any person who is employed by Contractor and is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state licensing laws or rules shall submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, F.S. and the state licensing law applicable to that licensee. The complaint shall be confidential. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455, F.S. and applicable state law.

**22. PUBLIC RECORDS:** IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850)837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, [rbailey@cityofdestin.com](mailto:rbailey@cityofdestin.com). Specifically, the CONTRACTOR 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 this FS Chapter 119 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 term and following completion of the contract if Contractor does not transfer the records to the public agency.
- iii. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor 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.

**23. DEPARTMENT SUCCESSION:** This contract is fully assignable to DOT, including the benefit of all Contractor warranties, indemnities, guarantees, and professional responsibilities. Should this contract be assigned to DOT then the Contractor agrees that:

- A. It will maintain usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, service provider).
- B. It will permit audit by Ferrovia and provide progress reports to Ferrovia appropriate for the type of subcontract it is performing sufficient to enable Ferrovia to provide the reports it is required to furnish DOT.
- C. It will allow DOT to assume the benefit of Ferrovia's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption.

**24. CONFIDENTIALITY:** In connection with the work provided under this Contract, one party may disclose ("Disclosing Party") to the other party ("Receiving Party"), either orally, in writing, or by inspection, certain information related to Disclosing Party's business,

operations, or future business that is either non-public, confidential, proprietary in nature and which could facilitate the work ("Confidential Information"). The parties agree as follows:

- A. The disclosure of any Confidential Information has been and will be solely for performing the work. The Receiving Party agrees that it will keep the Confidential Information confidential and will not, without the prior written consent of the Disclosing Party, disclose the Information to any other third party. Neither the Receiving Party nor any of its Representatives (defined herein) will use the Confidential Information for any purpose other than in performance of the work, except that the Receiving Party may disclosure Confidential Information solely to its employees, directors, officers, attorneys, accountants and financial advisors ("Representatives") as are necessary to perform the work, and only provided that such Representatives are informed of the and agree to abide by the terms of this Contract. The Receiving Party will be responsible for any violations of this Contract by their Representatives and shall use its best efforts to restrain their Representatives from unauthorized use or disclosure of the Confidential Information. Confidential Information shall not apply to information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Contract; or (ii) is or becomes available to the Receiving Party on a non-confidential basis from another source not bound by duty of nondisclosure to Disclosing Party with respect to such information.
- B. All Confidential Information furnished by Disclosing Party shall remain the property of the Disclosing Party. Following completion of the work, or at any time upon request, the Receiving Party will either destroy or return the Confidential Information and all portions or copies, notations, extracts and summaries or analyses thereof, whether they include or are based on the Confidential Information; provided that the Receiving Party may retain its own documents to evidence compliance with policies and due diligence. The Receiving Party shall, at the Disclosing Party's request, certify in writing that it has complied with such request.
- C. Notwithstanding the provisions of this Section, in the event the Receiving Party or its Representatives becomes compelled by applicable law, or any applicable government or regulatory body to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice thereof and the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Contract. In the event such protective order is not obtained, or the Disclosing party waives compliance with the provisions of this Contract, the Receiving Party will provide only that portion of the Confidential Information which is legally required and will cooperate to obtain confidential treatment for such Confidential Information disclosed.

**25. RECORDS RETENTION AND AUDIT:** Contractor shall maintain books, records, documents and other evidence of procedures and practices which sufficiently and properly reflect all costs and performance of work under this Contract, including financial records, personnel records, policies, training records, drug test results, change order files, etc., related to the performance of work and to Contractor's compliance with the terms and conditions of this Contract. Such records shall be maintained for a period of five (5) years after the expiration or termination of this Contract. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by Ferrovial or FDOT. Delivery of and access to such documents shall be at no cost to Ferrovial. Contractor shall be responsible for any audit exceptions or disallowed costs.

**26. 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 AGREEMENT.

#### **D. COMPENSATION AND PAYMENT**

- 1. **CONTRACT AMOUNT:** The Contract Amount is defined as the summation of the products of the estimated quantities or the lump sum identified in Attachment C to this Contract. Unless otherwise specified in this Contract, no other costs or reimbursable amounts are allowed.
- 2. **INVOICES:** Invoices for work performed in accordance with the Contract shall be submitted to: [Tiinvoices@ferrovialservices.com](mailto:Tiinvoices@ferrovialservices.com) with a CC to [Jessi.Allen@ferrovialservices.com](mailto:Jessi.Allen@ferrovialservices.com). Invoices will contain the following information: Ferrovial Purchase Order number, Contract Name and Effective Date, Project Number (if applicable), Product Name, Item #, Quantity and Price (if applicable), Hours Worked by Contractor employees, Rate/Hour, specific Milestone Achievement, % Completion and payment amount pursuant to Attachment D. Equipment, freight, materials, third party items, taxes (if applicable) and any other charges as allowed in this Contract shall be identified as separate line items on each invoice.

The Contractor's invoices must be accompanied by supporting documentation and shall contain sufficient detail for post-audit and

match the final approved Work Order, including Hours worked by each Contractor employee and Miles Driven by each Contractor employee per Day. Failure to attach such supporting documentation will result in non-payment. Upon submittal of the final invoice, Contractor represents that the work under the Scope of Work is clear of all claims, liens, encumbrances, and security interests. Ferrovial owns and holds title to all work, whether materials are in process or finalized.

3. **CONTRACTOR PAYMENT AND WORK CERTIFICATION:** The Contractor shall submit certification that all labor, materials vendors, public utility or other services, suppliers, subcontractors, and equipment rental vendors involved in the work invoiced have been or will be promptly paid their proportional share of the invoice; that all work has been completed in compliance with this contract and all applicable industry standards including these specifications. The Contractor is required to report monthly with its invoicing - on forms provided by Ferrovial – if it is a DBE/MBE/WBE/HUB zone, its minority status, the actual payments received, less retainage and the work type etc.; including the DBE/MBE/WBE/HUB zone status of its, subcontractors, suppliers and material, as applicable. The Contractor's invoice will not be processed for payment until this certification and the signed Work Order is received.
4. **PAYMENT:** Payment will be made pursuant to the requirements and schedule in Attachment D. Payment shall be considered full compensation for providing any and all labor, supervision, equipment, materials, supplies, erosion control, traffic control, incidentals, etc. necessary to perform the work. Payment terms for all Contractor invoices shall be net due forty-five (45) days after receipt of a correct invoice. No work shall be performed without prior approval from the Ferrovial Project Manager.

Invoices shall be submitted to Ferrovial in a timely manner for work completed. Ferrovial is not obligated to pay any invoice, nor is Ferrovial obligated under any legal or equitable theory to pay for work reflected in an invoice, that is not received by Ferrovial within ninety (90) days after completion of the work. Notwithstanding anything else to the contrary in this Contract, and without prejudice to any other right it may have, Ferrovial reserves the right at any time to set-off any amounts it owes to Contractor under this Contract against any amount payable by Contractor to Ferrovial.

No payment will be made for unsatisfactory work, extra work not approved in writing through a Change Order or work not performed. Payment may be withheld for failure to comply with terms of the Contract, for damages or delays caused by the Contractor, or for work identified in claims filed with Ferrovial by subcontractors/members of the public, etc. against the Contractor.

**E. MISCELLANEOUS**

1. **SURVIVING CLAUSES:** The provisions of this Contract related to Warranty, Indemnity, Audit, and Confidentiality will survive its termination.
2. **AMENDMENT:** Any purported amendment to this Contract without prior written consent of Ferrovial and FDOT shall be null and void.

## **ATTACHMENT B**

### **SCOPE OF WORK: Right of Way Maintenance**

The work shall be done in or about the city limits of Destin, on SR 30 (US98) at Destin Bridge (MP 17.430) to SR 30 (US98) (MP20.820) and SR30 (US98) (MP20.820) to Walton County Line (MP 24.620) within the DOT right of way.

**541 Roadside Litter Removal:** Further described as cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash, and roadkill. This work shall be done concurrently with 471 Large Machine Mowing.

**545 Edging and Sweeping:** Further described as the removal of vegetation and debris from the curb gutter and sidewalk.

**ATTACHMENT C**

**CONTRACTOR'S REQUEST FOR PROPOSAL RESPONSE AND LUMP SUM QUOTATION**

| <b><u>Description</u></b>  | <b><u>Quantity</u></b> | <b><u>Unit of Measure</u></b> | <b><u>Unit Cost</u></b> | <b><u>Total</u></b> |
|----------------------------|------------------------|-------------------------------|-------------------------|---------------------|
| Litter Pickup and Disposal | 1,581.6                | Acre                          | \$6.45                  | \$10,201.32         |
| Edging and Sweeping        | 60.9                   | Curb Mile                     | \$180.00                | \$10,962.00         |
|                            |                        |                               |                         | <b>\$21,163.32</b>  |

**ATTACHMENT D**

**DELIVERABLES, MILESTONES AND PAYMENT SCHEDULE**

**ATTACHMENT E**

**CHANGE ORDER FORM**

**Ferrovial**

Project: \_\_\_\_\_ Contractor: \_\_\_\_\_

Ferrovial Contract No.: \_\_\_\_\_ Change Order No.: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

**Upon full execution of this Change Order Form, Contractor is directed to make the following changes to the referenced Contract.**

|                                   |
|-----------------------------------|
| <b>Reason for Change Request:</b> |
|                                   |
|                                   |

| Description of Costs (attach documentation as appropriate) | No. of Units or Man- Hours | Add/Deduct Amount per Unit or Man-Hour | Total Line Item Amount |
|------------------------------------------------------------|----------------------------|----------------------------------------|------------------------|
|                                                            |                            |                                        |                        |
|                                                            |                            |                                        |                        |

|                                                      |           |
|------------------------------------------------------|-----------|
| Original Contract Amount:                            | \$        |
| Net Change by Previously Authorized Change Orders    | \$        |
| Contract Sum Prior to this Change Order              | \$        |
| Amount of this Change Order                          | \$        |
| <b>New Contract Sum including this Change Order</b>  | <b>\$</b> |
|                                                      |           |
| Original Contract Date of Completion                 |           |
| <b>New Date of Completion with this Change Order</b> |           |

**This Change Order is not valid until signed by Ferrovia. Signature of Contractor indicates agreement to the changes on this Change Order Form.**

Accepted by Contractor:

Accepted by Ferrovia Project Manager:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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



**ATTACHMENT F**

**Lane Closure Restrictions**

**Okaloosa County**

**No Daytime = No Lane Closures from 6:00am to 8:00pm.**

**Non-Peak = No Lane Closures from 6:00am to 9:00am AND from 3:00pm to 6:00pm.**

|                                                                        |                 |
|------------------------------------------------------------------------|-----------------|
| State Road 4 (Santa Rosa County Line to Baker).....                    | No Restrictions |
| State Road 4 (Baker to SR 10)(US 90)Milligan.....                      | Non-Peak        |
| State Road 8 (I-10) Interstate.....                                    | Non-Peak        |
| State Road 10 (US 90) Santa Rosa Co. Line to Walton Co. Line.....      | Non-Peak        |
| State Road 20 / State Road 85.....                                     | No Daytime      |
| State Road 30 (US 98) Santa Rosa Co. Line to Walton Co. Line.....      | No Daytime      |
| State Road 85 (SR 20/85 Niceville to Old Bethel Road/Airport Rd.)..... | No Daytime      |
| State Road 85 (Old Bethel Road/Airport Road to Walton Co. Line).....   | Non-Peak        |
| State Road 123 (Roger J. Clary Highway).....                           | No Daytime      |
| State Road 145 (Perry) SR 30 (Florida Place, First St).....            | No Daytime      |
| State Road 188 (Racetrack Road) Beal Parkway to Eglin Parkway.....     | No Daytime      |
| State Road 189 (N Okaloosa Co) From Baker to State Line.....           | Non-Peak        |
| State Road 189 (S Okaloosa Co) Lewis Turner/Beal Parkway.....          | No Daytime      |
| State Road 190 (From SR 85 to SR 397) .....                            | Non-Peak        |
| State Road 285 (From SR 20 to Walton Co. Line).....                    | Non-Peak        |
| State Road 293 (Mid Bay Bridge Rd/Danny Wuerffel Way).....             | No Daytime      |
| State Road 393 (Mary Esther Cutoff) SR 30 to SR 189.....               | No Daytime      |

## ATTACHMENT G

### DISADVANTAGED, MINORITY AND WOMEN BUSINESS ENTERPRISES HISTORICALLY UNDERUTILIZED BUSINESS

#### POLICY

It is the policy of VMS, Inc. that disadvantaged, minority and women business enterprises as well as historically under-utilized business enterprises shall have the maximum opportunity to participate in the performance of our contracts.

#### OBLIGATION

The Contractor and any subsequent Subcontractor shall ensure that minority and women business enterprises as well as historically under-utilized business enterprises have the maximum opportunity to participate in the performance of the work included in this contract. The Contractor and any subsequent Subcontractor shall take all necessary and reasonable steps to ensure that minority and women business enterprises, historically under-utilized enterprises have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the Contractor to carry out the reporting requirements set forth herein shall constitute a breach of contract and after proper notification may result in termination of the contract.

#### GOALS

Due to the nature of work in this contract, specific goals for participation by historically underutilized business enterprises are not established.

#### REPORTS

The Contractor shall submit the attached statement within 10 days after contract award to report all projected DBE/MBE/ WBE/HUB participation on the project. **This participation includes the Prime Contractor as well as Sub-Contractors.** The contractor shall submit the same statement with the final invoice to report all actual DBE/MBE/WBE/HUB participation on the project. In the event the Contractor had no DBE/MBE/WBE/HUB participation on the project, he is still required to submit a statement with the final invoice reporting no participation. Where participation is from DBEE/MBE/WBE/HUB Material Suppliers or Manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers, and 100% for manufacturers) of expenditures to be reported.

**THE CONTRACTORS STATEMENT OF MBE AND WBE PARTICIPATION MUST BE DELIVERED TO VMS, INC. IN ORDER FOR THE FINAL INVOICE TO BE PROCESSED FOR PAYMENT**



**LISTING OF MBE/WBE PARTICIPATION**  
**(to include all Prime Contractor and Sub Contractor participation)**

Contract No.: \_\_\_\_\_ Contract Description: \_\_\_\_\_

| Company Name and Address | MBE or WBE | Item No.: | Item Description/Units | Unit Price* | Total \$ Volume of Sublet Work |
|--------------------------|------------|-----------|------------------------|-------------|--------------------------------|
|                          |            |           |                        |             |                                |
|                          |            |           |                        |             |                                |
|                          |            |           |                        |             |                                |
|                          |            |           |                        |             |                                |

TOTAL \$ OF WBE PRIME & SUBCONTRACTORS: \_\_\_\_\_

WBE PERCENTAGE OF TOTAL CONTRACT: \_\_\_\_\_

TOTAL \$ OF MBE PRIME & SUBCONTRACTORS: \_\_\_\_\_

MBE PERCENTAGE OF TOTAL CONTRACT: \_\_\_\_\_

\*\$THE DOLLAR VOLUME SHOWN HERE SHALL BE THE ACTUAL PRICE AGREED UPON BETWEEN THE PRIME CONTRACTOR AND THE SUBCONTRACTOR

**ATTACHMENT H**  
**EQUIPMENT CERTIFICATION**

PURPOSE: All contractors responding to this invitation for bid are required to complete this certification.

Contract Number: \_\_\_\_\_

1. Name of Firm: \_\_\_\_\_

2. Type of Business (Check One):

\_\_\_\_\_ Proprietorship      \_\_\_\_\_ Partnership      \_\_\_\_\_ Corporation

3. Name of Owner or Chief Executive Officer: \_\_\_\_\_

4. How many years has the firm been in the business of providing the services called for in this bid ? \_\_\_\_\_

5. How many employees will be allocated to perform the services required in this bid? \_\_\_\_\_

6. List below the equipment (Make, Model, Year, HP if applicable) which will be used in performing the services required in this bid:

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7. Is this equipment presently in the firm's equipment inventory ? \_\_\_\_\_

8. If no, which firm do you intend to Rent/Buy from? \_\_\_\_\_

**RESOLUTION 18-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE 2018 - 2019 FDOT RIGHT-OF-WAY MAINTENANCE CONTRACT BETWEEN THE CITY OF DESTIN AND FERROVIAL SERVICES INFRASTRUCTURE, INCORPORATED; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR AND ON BEHALF OF THE CITY OF DESTIN.**

**WHEREAS**, Ferrovia Services Infrastructure, Inc. is contracted by the State of Florida to maintain the Florida Department of Transportation (FDOT) right-of-way landscaping within the Destin City Limits; and

**WHEREAS**, the City desires the FDOT right-of-way within the Destin City Limits to be maintained to a higher standard than is required by the State of Florida contract with Ferrovia Services Infrastructure, Inc.; and

**WHEREAS**, Ferrovia Services Infrastructure, Inc. is allowed to subcontract the FDOT right-of-way landscape maintenance with the City of Destin; and

**WHEREAS**, Ferrovia Services Infrastructure, Inc. has agreed to reimburse the City of Destin \$21,163.32 for performing the landscape maintenance within the FDOT right-of-ways;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Destin, by and through its Council, formally accepts and adopts the contract between the City of Destin and Ferrovia Services Infrastructure, Inc. for routine landscape maintenance of FDOT right-of-ways within the Destin City Limits, effective for a twelve month period ending July 31, 2019.

**BE IT FURTHER RESOLVED** that the City Manager of the City of Destin is formally authorized to execute the contract for and on behalf of the City of Destin, which contract is attached and made a part hereof.

ADOPTED THIS 1<sup>st</sup> DAY OF OCTOBER 2018  
BY:

\_\_\_\_\_  
Gary Jarvis, Mayor

ATTEST:

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

The form and content of the above Resolution is hereby approved for legal sufficiency \_\_\_\_\_

Jeff Burns, City Attorney

## CITY OF DESTIN

## TRAVEL EXPENSE LOG

Name: Skip Overdier

Travel Dates: September 13-15, 2018

| Date:             | Thursday<br>13-Sep-18 | Friday<br>14-Sep-18 | Saturday<br>15-Sep-18 | Total     |
|-------------------|-----------------------|---------------------|-----------------------|-----------|
| Meals:            |                       |                     |                       |           |
| Partial Per Diem: |                       |                     |                       |           |
| Daily Per Diem:   | \$ 59.00              | \$ 59.00            | \$ 59.00              | \$ 177.00 |
| Total Meals       | \$ 59.00              | \$ 59.00            | \$ 59.00              | \$ 177.00 |

## Transportation:

|                          |          |          |           |           |
|--------------------------|----------|----------|-----------|-----------|
| Airfare:                 |          |          |           |           |
| Car Rental:              |          |          |           |           |
| Fuel Expenses            | \$ 28.73 | \$ 28.73 | \$ 28.73  | \$ 86.19  |
| Taxi:                    | \$ 42.21 |          | \$ 84.38  | \$ 126.59 |
| Personal Miles: \$ 0.560 |          |          |           |           |
| Total Transportation     | \$ 70.94 | \$ 28.73 | \$ 113.11 | \$ 212.78 |

## Lodging:

|                |           |           |  |           |
|----------------|-----------|-----------|--|-----------|
| Hotel Charges: |           |           |  |           |
|                | \$ 201.83 | \$ 201.83 |  | \$ 403.66 |
|                | \$ 201.83 | \$ 201.83 |  | \$ 403.66 |

## Misc. Expenses:

|                            |         |         |         |          |
|----------------------------|---------|---------|---------|----------|
| Parking:                   |         |         |         |          |
| Tolls:                     | \$ 3.25 |         | \$ 8.25 | \$ 11.50 |
| WIFI:                      |         |         |         | \$ -     |
| Other: Explain: Conf. Reg. |         |         |         | \$ -     |
| Other: Explain:            |         |         |         | \$ -     |
| Total Misc. Expenses       | \$ -    | \$ 3.25 | \$ 8.25 | \$ 11.50 |

## Grand Total

|  |      |           |           |           |      |           |
|--|------|-----------|-----------|-----------|------|-----------|
|  | \$ - | \$ 335.02 | \$ 289.56 | \$ 180.36 | \$ - | \$ 804.94 |
|--|------|-----------|-----------|-----------|------|-----------|

**City of Destin**

**Travel Expense Claim**

**Name:** Skip Overdier **Department:** Councilmember

**Travel: Place/Purpose** Florida League of Cities Legislative Policy Committee Mee **Date:** September 13-15, 2018

Note: All expenses must be supported by a receipt except meal per diems and must be supported by a Travel Expense Log.

Meals/Per Diem: \$ 177.00

Airfare: \$ -

Car Rental: \$ 86.19

Fuel Expenses \$ 126.59

Taxi: \$ -

Personal Miles: \$ - POV

Lodging: \$ 403.66

Parking:           

Tolls: \$ 11.50

WiFi: \$ -

Other: Itemize \$ - Conference Registration

Other: Itemize \$ -

\$ -

\$ -

**Total Reimbursable Expenses: \$ 804.94**

**Less: Advances Paid**           

**Less: Purchasing Card Charges**           

**Balance Due Traveler \$ 804.94**

**Reimburse City for fuel cost**           

**Net Due Traveler \$ 804.94**

**Finance Director:** Bragg Farmer **Account #:** 151110.54

**City Manager:** Lance Johnson **Date:** 9/25/2018

**CITY OF DESTIN, FLORIDA**

**REQUEST FOR CHECK**

**DATE:** September 25, 2018  
**TO:** Accounting Clerk/April Nickens  
**THROUGH:** City Manager/Lance Johnson  
(Required if exceeds \$350.00)  
**THROUGH:** Finance Director/Bragg Farmer  
**FROM:** City Clerk/Rey Bailey   
**DEPARTMENT:** City Clerk

**BRIEF EXPLANATION:** Reimbursement to Councilmember Skip Overdier for expenses incurred at Orlando, Florida while attending the Florida League of Cities Legislative Policy Committee Meeting

**DATE REQUIRED:** (Check One) **NEXT SCHEDULED CHECK RUN**   X    
**MANUAL CHECK REQUIRED**           

**VENDOR NAME:** Skip Overdier

**VENDOR ADDRESS:** 705 Gulf Shore  
Destin, FL 32541

**VENDOR FED ID #** \_\_\_\_\_  
(only needed if new vendor)

**AMOUNT OF CHECK:**       \$804.94      

**CHARGE TO ACCOUNT:**       0151110.540000      

**P.O. NUMBER:** \_\_\_\_\_  
(If Applicable)

**MAIL CHECK WITH NORMAL CHECK RUN**           

**RETURN CHECK TO DEPT FOR DISTRIBUTION**       X

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Resolution

---

**TO:** City Council

**THRU:** Lance Johnson, Interim City Manager

**FROM:** Kimberly Kopp, Land Use Attorney  
Steve Schmidt, Deputy City Manager

**DATE:** September 26, 2018

**SUBJECT:** Resolution 18-38, authorizing the City Clerk to provide notice of proposed ordinance relating to communications facilities in city rights-of-way to the Secretary of State at least ten days prior to October 15, 2018, which is 10 days prior to first reading of the ordinance.

---

**I. BACKGROUND:** On March 5, 2018, the City Council invoked the Pending Ordinance doctrine in regard to the subject ordinance. Staff and the City Land Use Attorney have since prepared Ordinance 18-22-CC, and are prepared for the City Clerk to send a copy of the ordinance to the state ten days prior to first reading, as required by State law.

Approval of this resolution does not constitute approval of the Ordinance. First reading of the Ordinance is anticipated for October 15, 2018.

**II. DISCUSSION:**

Prior to 2017, most local governments relied on their own land development codes and telecommunications ordinances if they received an application for facilities to locate within the jurisdiction's right-of-way because there was no law that required cities to grant applications for location of cellular facilities in city rights-of-way.

However, last year, the Florida Legislature passed the Advanced Wireless Infrastructure Deployment Act of 2017 ("AWIDA"), codified in Section 337.401, Florida Statutes. The legislation established a process by which wireless providers may place certain "small wireless facilities" on, under, within, or adjacent to certain utility poles or wireless support structures within public rights of way that are under the jurisdiction and control of cities and counties in Florida.

Under AWIDA, wireless providers may file applications to collocate "small wireless facilities" on certain utility poles and structures in public rights of way. Cities are required to process such

applications under certain timelines, and must approve such applications unless there is a justified basis for denial as set forth in the law.

Generally, applications for collocations can be denied if:

- It would materially interfere with the safe operation of traffic control equipment;
- It would materially interfere with sight lines or clear zones for vehicles or pedestrians;
- For public safety purposes;
- It materially interferes with the ADA or similar law;
- It materially fails to comply with the 2010 DOT Utility Accommodation Manual; or if
- It fails to comply with applicable codes (building/fire/electrical, mechanical as well as City ordinances that are consistent with the law).

AWIDA does authorize local governments to adopt certain ordinances regulating aesthetics of the covered wireless facilities, by establishing objective design standards for location, context, color, and concealment (although this would be subject to a waiver if the standards are not reasonable or impose an excessive expense). Creating such regulations will allow the City to better ensure that such facilities are aesthetically compatible with the surrounding area. The City can also restrict the placement of new or additional facilities within a particular area of the right of way to the extent not prohibited by law, and can require that the facilities be placed so as to not unreasonably interfere with use of the right-of-way by the public. Additionally, the City can require reasonable spacing requirements for the location of the ground-mounted equipment. The City's regulations must be non-discriminatory.

The City Land Use Attorney and City Staff are currently preparing an ordinance establishing such regulations under AWIDA, as well as other, related regulations authorized under the law. It is anticipated that the Ordinance will be considered by the City Council on first reading on October 15, 2018

Pursuant to Section 337.401(3)(d), Florida Statutes, the City has to provide notice to the Secretary of State of any proposed ordinance governing a telecommunications company placing or maintaining telecommunications facilities in its roads or other rights of way at least 10 days prior to first reading of the ordinance. For this reason, the City Land Use Attorney is requesting authorization to provide such notice to the Secretary of State once the proposed ordinance is prepared for first reading, which is anticipated to occur on October 15, 2018.

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

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

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

**III. CONCLUSION:** It is recommended that the City Council authorize the City Clerk to provide notice to the Secretary of State at least ten days prior to first reading of the proposed ordinance.

**IV. RECOMMENDED MOTION:**



Attachments:

1. Wireless Resolution

## **RESOLUTION 2018-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF A PROPOSED ORDINANCE RELATING TO COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY TO THE SECRETARY OF STATE; PROVIDING FOR REPAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City Council of the City of Destin is considering a proposed ordinance entitled:

### **ORDINANCE 18-21-CC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING CHAPTER 13 OF THE CITY CODE OF ORDINANCES, CREATING ARTICLE IX OF THE CITY CODE OF ORDINANCES FOR THE PURPOSE OF ESTABLISHING REQUIREMENTS FOR WIRELESS FACILITIES IN THE CITY RIGHTS-OF-WAY; CREATING SECTION 13-175 TITLE; CREATING SECTION 13-176 FINDINGS, INTENT AND PURPOSE; CREATING SECTION 13-177 DEFINITIONS; CREATING SECTION 13-178 REGISTRATION; CREATING SECTION 13-179 NOTICE OF TRANSFER, SALE OR ASSIGNMENT OF ASSETS IN PUBLIC RIGHTS-OF-WAY; CREATING SECTION 13-180 PERMIT REQUIREMENTS AND CONDITIONS; CREATING SECTION 13-181 STANDARDS FOR COMPATIBILITY WITH SURROUNDING NEIGHBORHOOD; CREATING SECTION 13-182 ENFORCEMENT OF PERMIT OBLIGATIONS; SUSPENSION AND REVOCATION OF PERMITS; CREATING SECTION 13-183 APPEALS; CREATING SECTION 13-184 INSURANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 337.401(3)(d), Florida Statutes, the City shall provide notice of the proposed ordinance to the Secretary of State at least ten days prior to October 15, 2018, which is the first reading of the ordinance; and

**WHEREAS**, the second reading and public hearing on the ordinance shall be held by the City Council at its meeting at the City of Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, Florida 32541, on November 5, 2018, at 6:00 p.m., or as soon thereafter as the matter may be heard, at which time interested parties and citizens may appear and be heard with respect to the proposed ordinance; and

**WHEREAS**, at the conclusion of the public hearing, the ordinance will be considered for approval by the City Council;

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

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

**Section 2.** In accordance with Section 337.401(3)(d), Florida Statutes, the City shall provide notice of the proposed ordinance to the Secretary of State at least ten days prior to October 15, 2018, which is the first reading of the ordinance.

**Section 3. Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**Section 4. Severability.** Each separate provision of this Resolution is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 1ST DAY OF OCTOBER, 2018.**

\_\_\_\_\_  
GARY JARVIS, MAYOR

ATTEST:

\_\_\_\_\_  
REY BAILEY, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
CITY OF DESTIN, ONLY:

\_\_\_\_\_  
KIMERLY ROMANO KOPP  
CITY LAND USE ATTORNEY

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:** Rey Bailey, City Clerk  
Lance Johnson, Interim City Manager

**FROM:** Kim Montgomery, Deputy City Clerk

**DATE:** September 26, 2018

**SUBJECT:** NW FL Track Club, Inc. - Request for use of Right of Way / Destin Rodeo Run 5k

---

**I. BACKGROUND:** The Northwest Florida Track Club, Inc. is requesting use of city streets to hold the 7th Annual Destin 5k Rodeo Run on Sunday, October 7, 2018. The Okaloosa County Sheriff's Office, Okaloosa County EMS, and the Destin Fire Control District have all been notified and have pledged their support for this request.

**II. DISCUSSION:**

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

I. Enhance Quality of Life

I.E. Enhance the City's Recreational Services

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

The City of Destin shall not incur any expense or revenue as a result of this request.

**C. Level of Service (LOS):** There is no staff requirement for this request.

**III. CONCLUSION:** All related and required documentation has been submitted and approved for legal sufficiency by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

**IV. RECOMMENDED MOTION:** I move for the approval of the Northwest Florida Track Club, Inc. request for use of city streets to hold their 7th Annual Destin 5k Rodeo Run on Sunday, October 7, 2018 contingent upon the City Attorney and Risk Manager receiving their Endorsement to the Insurance policy and finding it legally sufficient.

Attachments:

1. Destin Rodeo Run 5k 2018



## CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Northwest Florida Track Club, Inc  
Type of Event: Destin Rodeo Run 5K  
Date(s) of Event: Oct 7, 2018  
Location of Event: Clement Taylor Park 131 Calhoun Ave

1.\* Certificate of Insurance (Endorsement to the Policy & Acord is required.) provided: Yes: X This is required.

Date on which provided: Aug 28, 2018

2.\* Hold Harmless (Signed Original) provided: Yes: X This is required.  
Date on which provided: \_\_\_\_\_

3.\*\* Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes \_\_\_\_\_ No \_\_\_\_\_  
Date written permission granted: N/A

4.\*\* Local law enforcement services requested: Yes X This is required.  
Law enforcement officer contacted: Capt Watkins

5.\*\* Destin Fire Control District contacted: Yes X This is required.  
Person contacted: Matt Taylor

6.\*\* Okaloosa County Emergency Medical Services contacted:  
Person contacted: Stefan Vaughn Yes X This is required

7. Describe steps being taken to ensure removal of all directional arrows and signage, as well as trash left on City streets upon conclusion of the event:

Course marked w/ flour-type material. Will wash away in rain. Water stop cups picked up by volunteers. Course signs picked up.

8. City Park Permit needed Yes X No \_\_\_\_\_ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

9.\* Please provide map of race route(s).

10. Other pertinent information: Sunbiz.org Doc #N49948

[Signature]  
(Requester's or Acting Agent's Signature)

\* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

\*\* **Provide the City a written acknowledgement/concurrence from the agency.**



## HOLD HARMLESS AGREEMENT

The Northwest Florida Track Club, Inc. agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Destin Rocks Run 5K to be held on Oct 7, 2018.

In addition, the the Northwest Florida Track Club Inc. agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than \$1,000,000.00.

Northwest Florida Track Club, Inc.  
(Corporate Name)

Brian T. McMahon  
Signature of President

Brian T. McMahon, President  
Print name with President next to name

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of Aug 20 18 by

Brian T. McMahon

Toni L. McCormick  
Signature of Person Taking Acknowledgement

Toni L. McCormick  
Printed name of Person Taking Acknowledgement



Personally known X or has produced identification N/A

Type of Identification produced N/A



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2018

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 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).

|                                                                                                                                  |  |                                                                                                                                                                                                     |  |
|----------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>STAR Insurance - Fort Wayne Office<br>2130 East Dupont Road<br><br>Fort Wayne IN 46825                        |  | <b>CONTACT</b><br>NAME: Margaret Mayers<br>PHONE (A/C, No, Ext): (260) 467-5689<br>FAX (A/C, No): (260) 467-5691<br>E-MAIL: margaret.mayers@starfinancial.com<br>ADDRESS:                           |  |
| <b>INSURED</b><br>Road Runners Club of America/2018 and Its<br>Member Clubs<br>1501 Lee Highway, Suite 140<br>Arlington VA 22209 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: National Casualty Company NAIC # 11991<br>INSURER B: Nationwide Life Insurance Co. 66869<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

**COVERAGES**

CERTIFICATE NUMBER: 2018 \$2M A.I.

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                       | ADDL SUBR INSD WVD | POLICY NUMBER         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                               |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------|-------------------------|-------------------------|----------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                                                                                        |                    |                       |                         |                         |                                                                      |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                                                          |                    |                       |                         |                         | EACH OCCURRENCE \$ 2,000,000                                         |
|          | <input checked="" type="checkbox"/> Legal Liability to Participant \$2,000,000                                                                                                                                          |                    | KRO0000007171000      | 12/31/2017 12:01 AM     | 12/31/2018 12:01 AM     | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                                                         |                    | Abuse & Molestation   |                         |                         | MED EXP (Any one person) \$ 5,000                                    |
|          | OTHER:                                                                                                                                                                                                                  |                    | Aggregate \$5,000,000 |                         |                         | PERSONAL & ADV INJURY \$ 2,000,000                                   |
| A        | <b>AUTOMOBILE LIABILITY</b>                                                                                                                                                                                             |                    |                       |                         |                         |                                                                      |
|          | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS |                    | KRO0000007171000      | 12/31/2017 12:01 AM     | 12/31/2018 12:01 AM     | GENERAL AGGREGATE \$ Unlimited                                       |
|          |                                                                                                                                                                                                                         |                    |                       |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                  |
|          |                                                                                                                                                                                                                         |                    |                       |                         |                         | Abuse and Molestation \$ 500,000                                     |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                                                                           |                    |                       |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000                     |
|          | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>                                                                                                                                                      |                    |                       |                         |                         | BODILY INJURY (Per person) \$                                        |
|          |                                                                                                                                                                                                                         |                    |                       |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |                                                                                                                                                                                                                         |                    |                       |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                                                                                                    |                    |                       |                         |                         |                                                                      |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A                                                                          |                    |                       |                         |                         |                                                                      |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                  |                    |                       |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          |                                                                                                                                                                                                                         |                    |                       |                         |                         | E.L. EACH ACCIDENT \$                                                |
| B        | <b>Excess Medical &amp; Accident (\$250 Deductible/Claim)</b>                                                                                                                                                           |                    | SPX0000028554500      | 12/31/2017 12:01 AM     | 12/31/2018 12:01 AM     | E.L. DISEASE - EA EMPLOYEE \$                                        |
|          |                                                                                                                                                                                                                         |                    |                       |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/07/18 Destin Rodeo Run 5K INSURED RRCA CLUB/EVENT MEMBER: Northwest Florida Track Club, Attn: Brian McMahon, PO Box 911, Shalimar, FL 32579

**CERTIFICATE HOLDER****CANCELLATION**

10/07/18 City of Destin, FL  
Attached: KRGL56  
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

Terry Diller/LKR

Terry R. Diller, CPCU



# Okaloosa City Sheriff's Posse

**From:** terry601@aol.com [mailto:terry601@aol.com]  
**Sent:** Wednesday, August 29, 2018 11:49 AM  
**To:** abrown@sheriff-okaloosa.org; btexpress@cox.net; mark.natalie@cox.net  
**Cc:** cnix@sheriff-okaloosa.org  
**Subject:** Re: Upcoming Race in Destin

The Okaloosa Sheriff's Posse will support this event with traffic control during the run.  
Terry Watkins, Capt.  
Okaloosa Sheriff's Posse

In a message dated 8/28/2018 9:34:08 PM Central Standard Time, ~~btexpress@cox.net~~ writes:

Terry and Mark,

The Northwest Florida Track Club is holding our Destin Rodeo Run 5K on Sunday Oct 7, 2018 at 8:00 a.m.

It starts and finishes on Calhoun Ave adjacent to Clement Taylor Park.

The course runs up Calhoun to Cross onto Calhoun and back.

The Destin permit process requires your approval.

We are requesting Posse support for traffic control.

You normally provide 3 deputies.

They should be done by 0900.

Please respond to this email with approval or if you need more information.

Thank you,

Brian McMahon

**From:** Stefan W.Vaughn [mailto:svaughn@myokaloosa.com]  
**Sent:** Wednesday, August 29, 2018 1:55 PM  
**To:** 'Brian M'  
**Cc:** 'Arnold Brown'; Donna Fedderke  
**Subject:** RE: Destin Permit for 5K run

Okaloosa City  
← EMS

Greetings,

Okaloosa County Public Safety has no immediate objections to the event, as described.

Best wishes,

Mr. Stefan W. Vaughn, Ed.S, CPM  
Director, Public Safety & Corrections  
Okaloosa Board of County Commissioners  
Jail Office: (850) 689-5763  
EOC Office: (850) 651-7150

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** Brian M <btexpress@cox.net>  
**Sent:** Tuesday, Aug 28, 2018 9:57 PM  
**To:** Stefan W.Vaughn <svaughn@myokaloosa.com>  
**Subject:** Upcoming Race in Destin

Mr. Vaughn

My name is Brian McMahon and I am the president of the Northwest Florida Track Club.

We are holding our Destin Rodeo Run 5K on Sunday Oct 7, 2018 at 8:00 a.m.

It starts and finishes on Calhoun Ave adjacent to Clement Taylor Park.

The course runs up Calhoun to Cross onto Calhoun and back.

The Destin permit process requires your approval.

I understand that if we need emergency services, we will call 911.

We are not closing any roads for this event.

We will brief runners to yield to emergency vehicles.

Please respond to this email with approval or if you need more information.

Thank you,

Brian McMahon

.....

**From:** Matt Taylor [mailto:MTaylor@destinfire.com]

**Sent:** Wednesday, August 29, 2018 11:23 AM

**To:** Brian M

**Cc:** James Taylor

**Subject:** RE: Upcoming race in Destin

DESTIN FIRE  
CONTROL DISTRICT

Brian,

Thank you for notifying the Destin Fire Control District of the **Destin Rodeo Run 5K** to be held, **Oct 7, 2018 at 8am.** The appropriate shift has been copied on this e-mail.

Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.

Have a great run and if you need any other assistance, please contact me.

This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.

Matt Taylor, Fire Marshal

Destin Fire Control District

850-837-8413

**From:** Brian M [mailto:btexpress@cox.net]

**Sent:** Tuesday, August 28, 2018 9:59 PM

**To:** 'Matt Taylor'

**Subject:** Upcoming race in Destin

Mr. Taylor,

My name is Brian McMahon and I am the president of the Northwest Florida Track Club.

We are holding our Destin Rodeo Run 5K on Sunday Oct 7, 2018 at 8:00 a.m.

It starts and finishes on Calhoun Ave adjacent to Clement Taylor Park.

The course runs up Calhoun to Cross onto Calhoun and back.

The Destin permit process requires your approval.

I understand that if we need emergency services, we will call 911.

We are not closing any roads for this event.

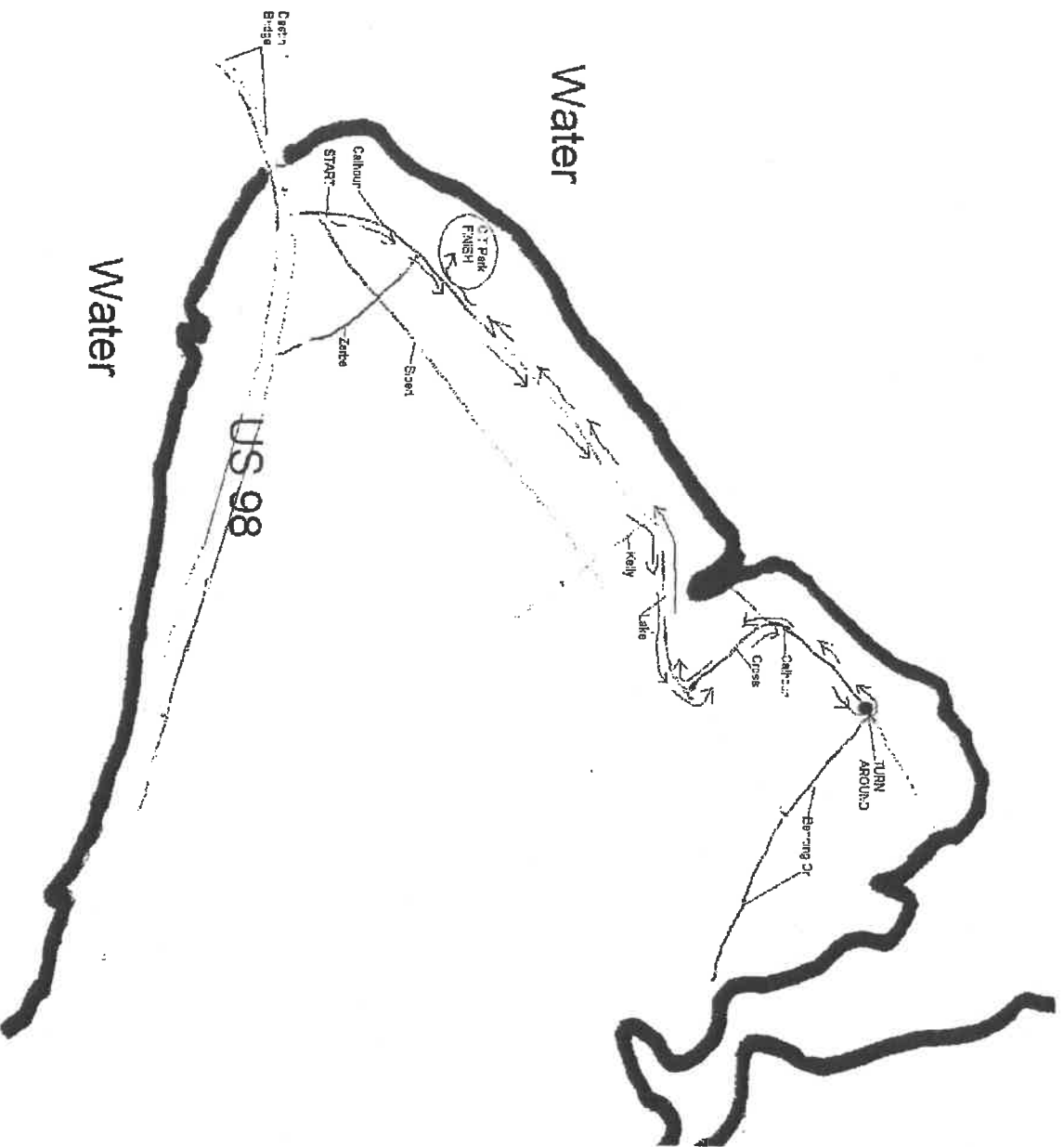
We will brief runners to yield to emergency vehicles.

Please respond to this email with approval or if you need more information.

Thank you,

Brian McMahon

# MAP OF THE RACE ROUTE



## **RESOLUTION 18-39**

### **A RESOLUTION FROM THE CITY OF DESTIN, FLORIDA, PROVIDING FOR SUPPORT OF THE DESTIN WATER USERS, INC., AND THEIR PARTICIPATION IN THE ‘IMAGINE A DAY WITHOUT WATER’ CAMPAIGN**

**Whereas**, the “Imagine a Day Without Water” campaign being held October 10, 2018 is an organized effort to highlight the critical importance of reliable access to clean water in our lives and the investment in infrastructure that is necessary to protect this valuable resource; and

**Whereas**, the infrastructure that brings water to and from homes and businesses is essential to the quality of life and economic vitality of the City of Destin; and

**Whereas**, Destin residents and businesses utilize an annual average of 4.5 million gallons of water per day; and

**Whereas**, Destin Water Users, Inc. serves a population that swings from 17,000 to 60,000 people through 140 miles of water pipe, 125 miles of sewer pipe, with 83 lift stations, 6 million gallons per day wastewater treatment capacity, 6 coastal wells, 6 inland wells, and three water towers; and

**Whereas**, water crises across the country, ranging from contaminated water, to drought, to flooding, show the severe impacts of what can happen to the public health and well-being of a community without access to clean drinking water; and

**Whereas**, droughts and flooding and other weather-related challenges put pressure on water systems that are ill-equipped and ill-prepared to manage such extreme events; and

**Whereas**, utilities nationwide are grappling with aging infrastructure and lack reliable revenue and funding to maintain systems let alone upgrade their systems; and

**Whereas**, one-fifth of the U.S. economy would grind to a halt without a reliable and clean source of water; and

**Whereas**, managing water responsibly is critical to our nation’s public and environmental health and to a high quality of life through economic commerce, power generation, and recreation; and

**Whereas**, investing in our drinking water and wastewater systems will secure a bright and prosperous future for generations to come; and

**Whereas,** innovation in water conservation and water reuse will drive job growth, economic development, and establish a 21st century paradigm of water management in the United States; and

**Whereas,** for each job created in the water sector, another 3.68 jobs are added in the national economy. And for every \$1 spent on infrastructure improvements, the US generates \$6 in returns; and

**Whereas,** different regions face different water challenges, so the solutions to strengthen our drinking water and wastewater systems must be locally driven, but reinvestment in our water must be a national priority; now; therefore, be it

**RESOLVED, BY THE DESTIN CITY COUNCIL,** that the City of Destin and Destin Water User, Inc. recognizes that water is essential to the quality of life and economic competitiveness and acknowledges the importance of educating the public about the value of water through the “Imagine a Day Without Water” campaign.

**FURTHER RESOLVED,** that the City of Destin and Destin Water User, Inc. are dedicated to investing in safe and reliable water and wastewater infrastructure and calls on our federal partners to bring much-needed funding and innovation to protect and restore our critical water infrastructure.

**ADOPTED THIS 1<sup>ST</sup> DAY OF OCTOBER 2018**

By:

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Gary Jarvis, Mayor

ATTEST:

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Rey Bailey, City Clerk

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Braden

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Ramswell

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Dixon

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Overdier

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Marler

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Destin

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Action Item

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** 1) Solutions to private pay-to-park and traffic congestion

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Councilmember Morgan

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Mayor Gary Jarvis

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Land Use Attorney

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:  
None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** October 1, 2018

**TYPE OF AGENDA ITEM:** Presentation

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** City 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