

**REGULAR MEETING
DESTIN CITY COUNCIL
JULY 11, 2022
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Professionalism*****

CALL TO ORDER

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

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

A. Public Works/Public Safety Committee Work Plan 2022-2023

B. Request for Speed Humps - Pastor Steve Farris

2. PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items) (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)

3. * CONSENT AGENDA**

A. Resolution 22-06 - 401(A) Money Purchase Plan Agreement

B. FY23 Agent-Broker of Record for Health & Ancillary Benefits, Contract Renewal

C. Approval of Destin High School Tri-Party Agreement Amendment

D. Operations Financial Report

E. Capital Project Status

F. DO-20-02 The Charles Final Plat Approval

G. Re-Striping of Luke Ave and John Ave

H. Pond Lease - First Amendment to Reclaimed Water Lease Agreement with DWU

I. Third Amendment to Morgan Sports Center Lease

J. Approval of minutes of June 20, 2022 Regular City Council Meeting

K. Approval of minutes of June 23, 2022 Budget Workshop

L. Draft Minutes of Board and Committees

M. Committees/Boards Monthly Absentee Report

4. CITY MANAGER REPORTS

A. Post Certificate of Occupancy Building Inspections- Update

B. Cross Town Connector Design - 90% Update

- C. Acquisition of Properties for the Crosstown Connector
- D. Proposed Ordinance 109.11 - Amending the City's Personnel Rules and Regulations
- E. Auditor Selection Committee - Formation and appointment of members
- F. Announcements

5. PUBLIC HEARINGS

- A. First Reading of Ordinance 22-09-CN - Exclusive Solid Waste Franchise Agreement with Waste Management, Inc, of Florida

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

- A. Councilmember Braden
 - 1. Signage from Airport Road to the Marler Bridge
- B. Councilmember Wagner
- C. Councilmember Destin
- D. Councilmember Bagby
 - 1. Procurement Policy
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
 - 1. Destin High School baseball field at Morgan Sports Complex
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

7. PUBLIC COMMENTS (Comments from the public on any matters considered at the meeting, or on any matters not on the agenda)

8. ADJOURN

* 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.

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

*** 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.

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.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here. Please visit our agenda center on the city website at www.cityofdestin.com/agendas.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 06/27/2022

SUBJECT: Public Works/Public Safety Committee Work Plan 2022-2023

I. BACKGROUND: Chairman Jim Wood will present the 2022-2023 Public Works & Public Safety Committee Work Plan.

II. DISCUSSION: This is an informational item. A recommended motion has been provided.

- A. Link to Strategic Goals / Objectives:** from Strategic Goals 2026:
> Quality of Life and Safety for Families
- B. Effect on Budget (EOB):** None. This is an informational Item.
- C. Level of Service (LOS):** This is an informational item.
- D. Legislative Sponsor:**

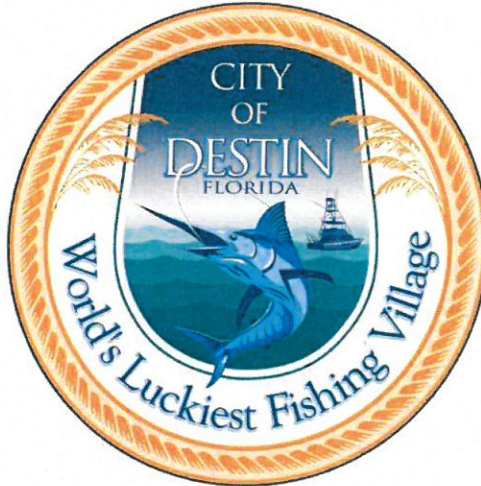
III. CONCLUSION: The City Council reviews and adopts Committee Work Plans on an annual basis.

IV. RECOMMENDED MOTION: I move that the City Council adopt the 2022-2023 Public Works & Public Safety Committee's Work Plan for 2022-2023.

Attachments:

1. 2022 2023 PWPS Work Plan signed

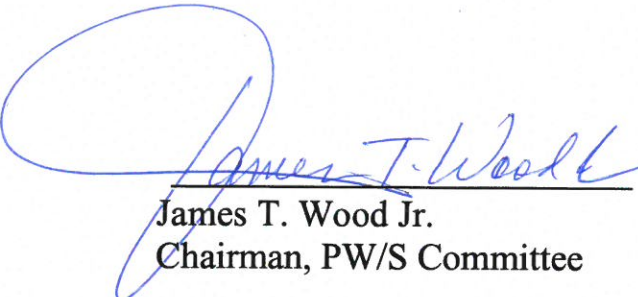
PUBLIC WORKS/SAFETY COMMITTEE

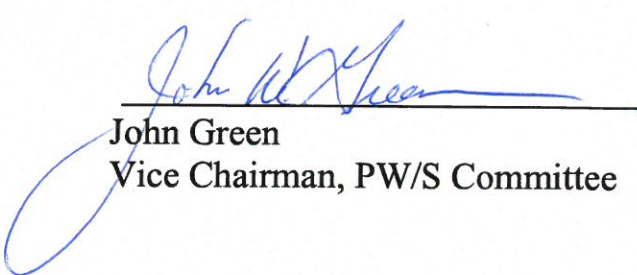


WORK PLAN FOR 2022/23

Respectfully Submitted,

15 June 2022


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


John Green
Vice Chairman, PW/S Committee

Public Works/Safety Committee

Work Plan for 2022/23

The Public Works/Safety (PW/S) Committee is pleased to submit to the Destin City Council the committee's 2022/23 Work Plan.

Public Works/Safety Committee

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

MEETING DATE/TIME: The second (2nd) Tuesday of each month at 5:30 p.m. The meeting location is the City Hall Annex facility across Commons Drive from the main City Hall facility (the current City Council Meeting location).

STAFF LIAISON: Public Services Department

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

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

How to Join the Committee: <https://www.cityofdestin.com/FormCenter/City-Clerk-9/Committee-Volunteer-Application-57> (fill and submit the application on-line).

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

1. Provide Destin's citizenry a venue for raising community issues in the public works and safety arenas. The PW/PS Committee will then research, prioritize and provide recommendations for funding to the Destin City Council.
 - a. The Committee Chairperson will ensure that briefings and other informational venues are provided to members so that they can be educated on critical issues.
 - b. Committee members will attend informational events and ensure that they are educated to the maximum extent possible so that quality recommendations can be provided to the Destin City Council
2. Review 5 Year Pedestrian Facilities Plans: Pathways Master Plan, sidewalk plan, road resurfacing plan, roadway restriping plan and evaluate alternatives and prioritize for implementation.
3. Support citywide concerns by re-initiating meeting with the City Manager, Community Development Director, Community Redevelopment Committee Manager, Public Information Manager, City Attorney, Destin Fire Control District including the Beach Safety Division and Okaloosa County Sheriff's Office and other Federal and State Agencies as the opportunity arises. Publicize results in local newspapers or on City website to promote greater public awareness.
4. Provide an avenue for citizen concerns and input on stormwater management issues including:
 - a. Localized flooding issues
 - b. Drainage system failures
 - c. City wide Stormwater Master Plan Update
 - d. Stormwater Utility Fee adoption
5. Initiate and monitor the Committee's high priority points of interest including the following:
 - a. Committee's roll in implementation of the 2023 Strategic Goals
 - b. Vision Triangle/Median Safety
 - c. Lifeguard/Beach Safety Program
 - d. Safety on US Highway 98

6. Monitor specific area assignments and report safety concerns and make recommendations at monthly committee meetings.
7. Provide an avenue for citizen concerns and input on right-of-way safety issues including:
 - a. Speed Hump Policy
 - b. Roadway Safety Audits
 - c. Low Speed Vehicle (LSV) safety
 - d. Street Lighting
8. Serve as an advisory committee to the Destin City Council recommending projects for funding from the recent Okaloosa County ½ cent sales tax referendum. Approximately 10% of the annual funds will be set aside for committee project recommendations.

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

PUBLIC WORKS/PUBLIC SAFETY **COMMITTEE**

James T. Wood Jr – Chairman

John Green – Vice Chairman

Tom Weidenhamer

Marcie Bell

Mark Brown

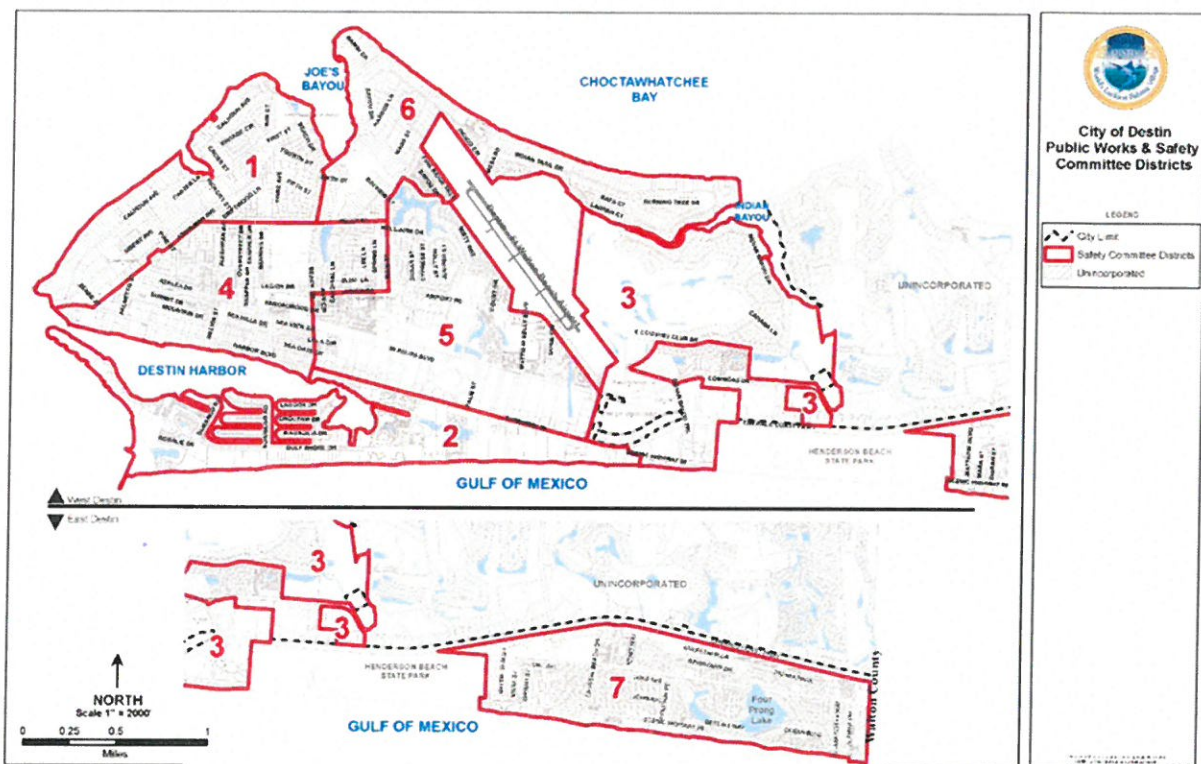
John Stephens

Sam Perman

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

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

Area Map



1 Weidenhamer / 2 Bell / 3 Brown / 4 Stephens / 5 Wood / 6 Green / 7 Perman

Annual Meeting Plan:

Month	Date of Meeting	Main Meeting Topic	Coordinating Notes
Jun 2022	14	Update on Undergrounding Electrical Grid	None
Jul 2022	12	Final Decision Any Additional Projects for Our 5% of the Most Recent Surtax Referendum	None
Aug 2022	9		
Sept 2022	13	TPO Annual Priorities	Emerald Coast Regional Council Rep
Oct 2022	11	Destin CIP Project Brief	PW/PS Director
Nov 2022	8	Status of City Parks	Recreation Director
Dec 2022	13	Waste Management Status for the year	Local Director
Jan 2023	10	Update on MBBA bridge use/issues for spring/summer season	Mid-Bay Bridge Executive Director
Feb 2023	14	OSCO and Destin Fire District	Spring/summer season prep/status
Mar 2023	14	City of Destin Priorities Approved Road striping, Sidewalks, Road Resurfacing etc.	PW/PS Director
Apr 2023	11	Okaloosa County ½ Cent Surtax Funds for FY 2024	City Finance Director
May 2023	9	DWU Operations	DWU Operations Manager / Executive Director
Jun 2023	13	Airport Safety	Okaloosa Airport Director / Tower

			Chief
Jul 2023	11	FPL	Electric Grid within the city / operations and status / CIP for 2024
Aug 2023	8	Okaloosa Gas	Underground facilities within city limits / FY 2024 CIP
Sept 2023	12	TPO Annual Priorities	Emerald Coast Regional Council Rep.

All presentations should be planned for approx. 10-15 minutes. If a decision of recommendation is desired the presentation should provide options for consideration along with cost estimates if applicable.

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

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, including any Power Point presentation, 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.

Please limit your presentation to five minutes. All comments should be directed to the Mayor.

The City of Destin appreciates your cooperation and adherence to these guidelines.

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

DATE OF REQUEST: 6/28/2022 ***COUNCIL MEETING DATE:** 7/11/22

***NAME:** Steve Farris ***PHONE #:** 850-598-4743

ADDRESS: 201 Beach Dr **EMAIL:** Stevefdestin@yahoo.com

***TOPIC/ISSUE** Placing speed bumps at the two designated school crossings already marked and one on the cross walk as well on Beach Drive. One at the school markings just North of Sandalwood, the Crosswalk at Bent Arrow, and the school markings just south of the Methodist church entrance. This is to slow down the traffic between the schools at First Baptist and 1st Methodist as well as safety for the various public-school students who cross and catch the bus there. The rate of speed as well as traffic has increased and needs dealt with before someone gets hit, hurt or killed. We ask this be done before school starts back.

Also request permission to place a speed bump at the exit of our parking lot of FBC Preschool on Sandalwood Dr. It is on our property but within the 15 ft of right-a-way south of the markings for pedestrians.

***HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?**

Ray Bailey today 7/3/22. As well as the sheriffs dept and Councilman Braden a few weeks ago

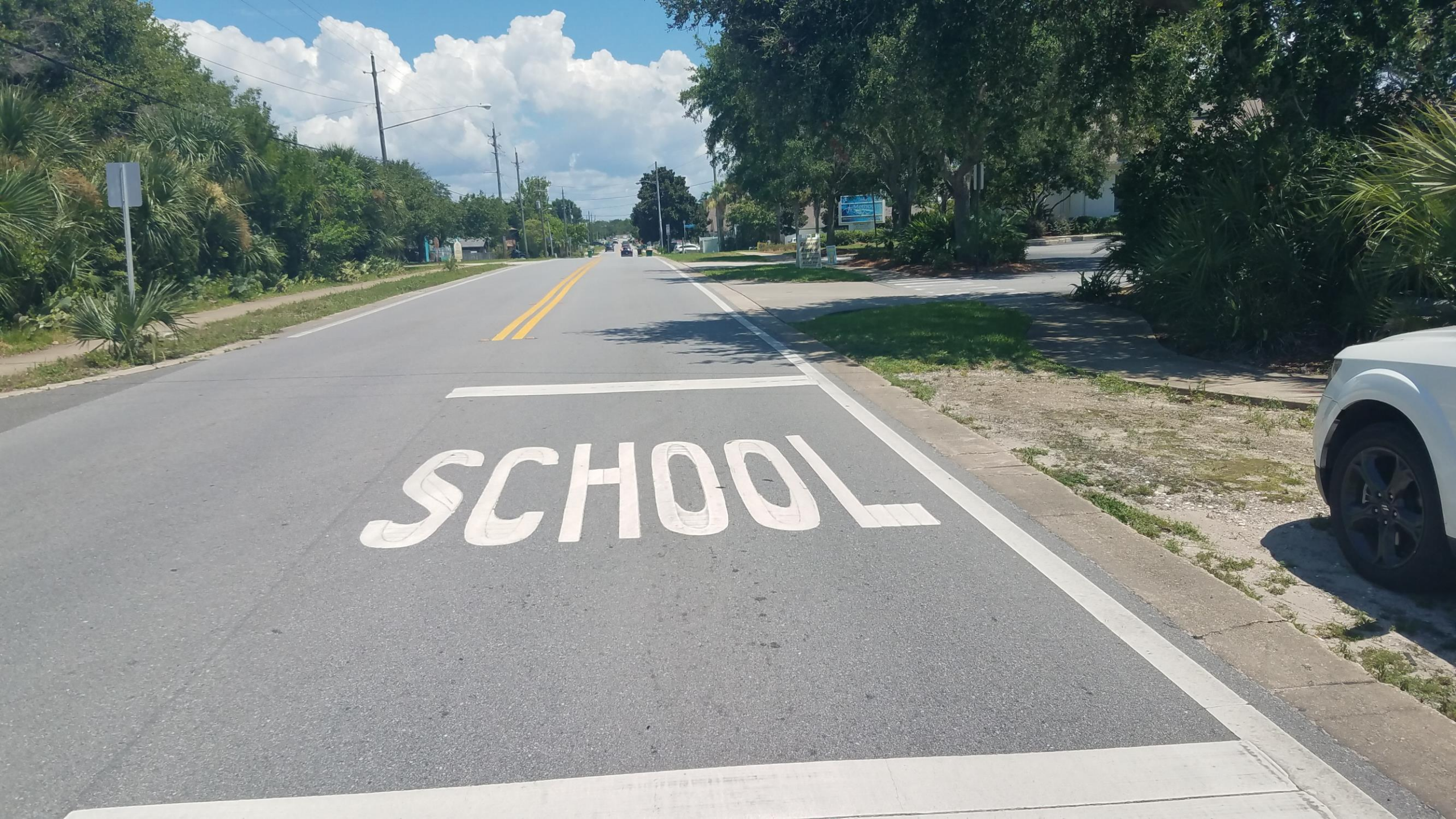
***DESIRED ACTION BY COUNCIL?** See Above

PRESENTATION MATERIALS ATTACHED: YES x NO # OF PAGES 8 pics



Beach and Sea View Looking South from Methodist Church

SCHOOL





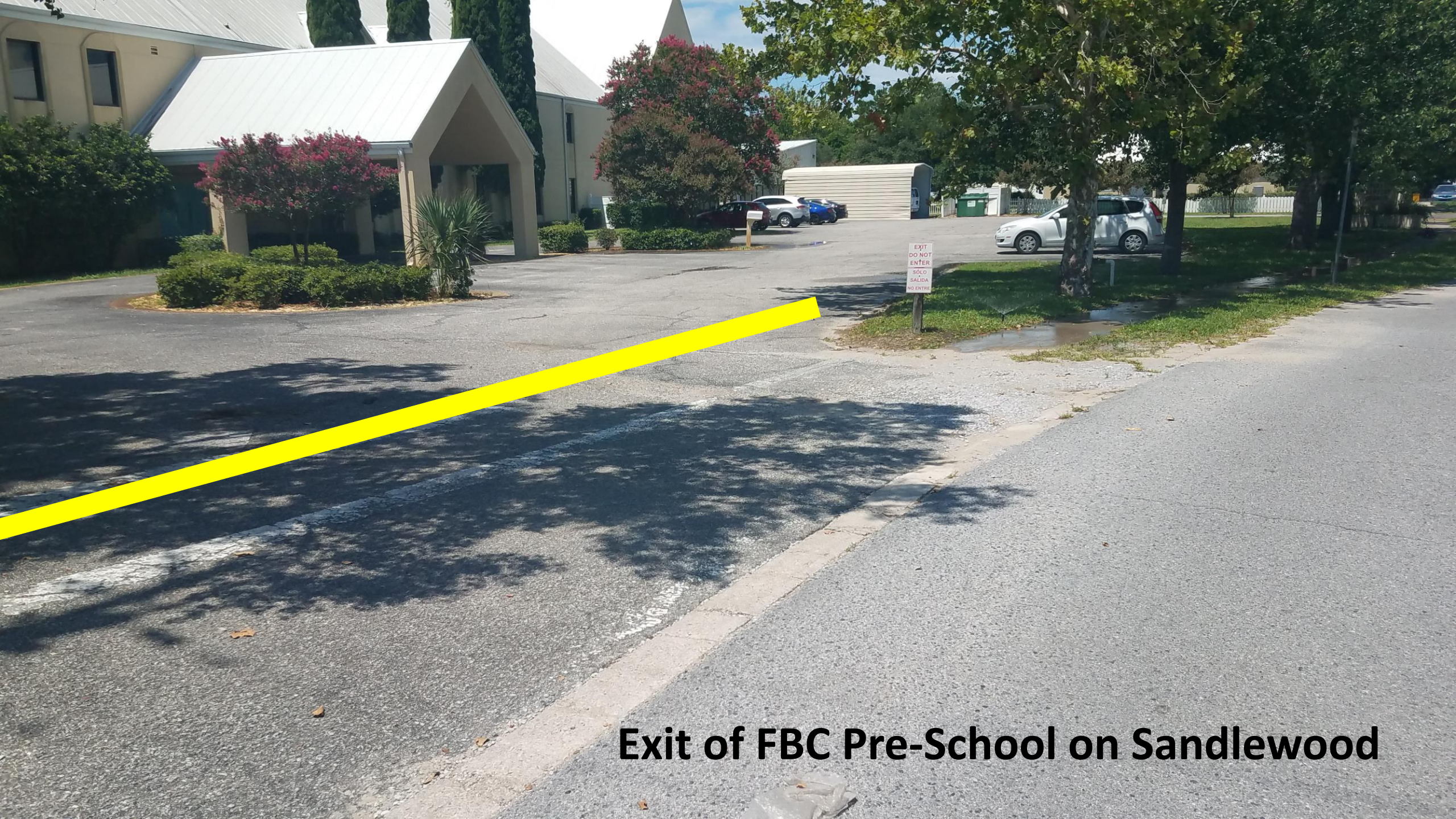
Looking North on Beach and Bent Arrow



Looking South Beach and Bent Arrow



Beach Dr south of Sandlewood



Exit of FBC Pre-School on Sandlewood



SANDALWOOD
DRIVE

STOP

FIRST BAPTIST
CHURCH
LOOK TO JESUS!
PASTOR: DR. JAMES
YACHE LAURE

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: Resolution

AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: June 15, 2022

SUBJECT: Resolution 22-06 - 401(A) Money Purchase Plan Agreement

I. BACKGROUND: In August 2002, the City of Destin adopted Resolution 02-20 to establish a 401(a) Money Purchase Plan for the position of City Manager effective January 1, 2002. The IRS recommends this resolution be updated once every five years.

II. DISCUSSION: The 401(a) qualified retirement plan is a supplement to the 457 retirement plan.

The 457 is primarily intended as a substitute for contributions to the Federal Social Security program. The 457 plan is set at 7.5% (no vesting) of base salary plus matching of up to 5% (7-year vesting). For the position of City Manager, the 457 plan has a clause to allow a set amount defined in the City Manager's contract in lieu of the 7.5% regular contribution.

The 401(a) plan was set up only for the position of City Manager. This plan accepts employer contributions only (no employee contributions). All contributions are immediately 100% vested. Contributions to the 401(a) Plan are limited to avoid excess contributions that would be deemed taxable. ICMA Retirement Corporation was appointed as the Plan Administrator and Trustee in Resolution 02-20.

Highlights:

The City Manager is eligible to participate upon employment and is deemed fully vested immediately.

"Earnings" do not include overtime or bonuses

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

B. Effect on Budget (EOB): No change.

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend re-establishment of the 401(a) plan for the position of City Manager.

IV. RECOMMENDED MOTION: I move to adopt Resolution 22-06.

Attachments:

1. Resolution 22-06 - Reestablishing and Restating the 401a Thrift Plan
2. Exhibit A - Resolution 02-20 401a Plan Adoption
3. Exhibit B - MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

RESOLUTION 22-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; REESTABLISHING THE CITY'S 401(A) THRIFT PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR RECITALS; PROVIDING FOR ADOPTION OF THE MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN ADOPTION AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 1, 2002, the City of Destin, Florida (the "City") adopted the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement (the "401a Thrift Plan"), attached hereto as Exhibit "A"; and

WHEREAS, the 401(a) Thrift Plan established a retirement plan for the City Manager; and

WHEREAS, to remain effective and in compliance with Internal Revenue Service requirements, the 401(a) Thrift Plan must be reestablished and restated from time to time; and

WHEREAS, reestablishment and restatement is accomplished through this Resolution and the MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement (the "Reestablished and Restated 401(a) Thrift Plan") which is incorporated into this Resolution by reference and attached hereto as Exhibit "B"; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City does hereby adopt the following Resolution Reestablishing the City's 401a Thrift Plan

1. **Authority.** The authority for enactment of the Reestablished and Restated 401a Thrift Plan is the City Charter and Section 166.021, Florida Statutes.
2. **Recitals.** The recitals above are true and correct and specifically incorporated herein.
3. **Adoption of the Reestablished and Restated 401(a) Thrift Plan.** The Reestablished and Restated 401a Thrift Plan, attached hereto as Exhibit "B," and incorporated herein by reference, is adopted.
4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

SO DONE THIS __ DAY OF _____, 2022

By: Gary Jarvis, Mayor

Approved as to Form:

Kyle S. Bauman, City Attorney

ATTEST

Rey Bailey, City Clerk

108125

RESOLUTION 02-20

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA ESTABLISHING A 401(A) MONEY PURCHASE PLAN IN ACCORDANCE WITH THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF DESTIN AND THE CITY MANAGER; AND PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE; PROVIDING FOR PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR CERTIFICATION.

WHEREAS, the City Council of the City of Destin approved the Employment Agreement between the City of Destin and the City Manager on June 17, 2002, granting privileges and benefits; and

WHEREAS, it is stipulated in paragraph 5 of the Employment Agreement that the City shall establish an ICMA Money Purchase (401a) Plan to which the City shall contribute on behalf of the City Manager an amount equal to 5% of the Manager's base salary, and that the City Manager shall be immediately 100% vested in the 401(a) plan; and

WHEREAS, it is further stipulated in paragraph 5 of the Employment Agreement that the City shall continue to match the City Manager's contribution to the ICMA 457 Deferred Compensation Plan, up to five percent (5%) of the City Manager's base salary, but in lieu of investing the match into the City of Destin Employee Pension (Thrift) Plan, the City shall deposit the match into the ICMA Money Purchase (401[a]) Plan on behalf of the City Manager; and

WHEREAS, the City Manager renders valuable services to the City; and

WHEREAS, the establishment of a money purchase retirement plan benefits the City Manager by providing funds for retirement and funds for her beneficiaries in the event of death; and

WHEREAS, the City desires its money purchase retirement plan be administered by the ICMA Retirement Corporation and that the funds held under such plan be invested by the ICMA Vantage Trust, a trust established by public employers for the collective investment of funds held under retirement and deferred compensation plans:

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

Section 1. Authority. The authority for the enactment of this Resolution is, Section 166.021 Florida Statutes and Section 1.01 of the Destin City Charter.

Section 2. Purpose. The City Council of the City of Destin Florida hereby establishes a money purchase retirement plan in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Vantage Trust, pursuant to the specific provisions of the Adoption Agreement attached hereto. The Plan shall be maintained for the exclusive benefit of the City Manager and her beneficiaries.

Section 3. Procedures.

3.1 Contributions. The City shall:

a. Establish an ICMA Money Purchase (401[a]) Plan to which the City shall contribute on behalf of the City Manager an amount equal to five percent (5%) of City Manager's base salary in the same biweekly transaction manner as the City's other ICMA contributions. The City Manager shall not be required to make any contribution to the ICMA Money Purchase (401[a]) Plan and shall be fully vested in the plan at one-hundred percent (100%) ownership upon the plan's effective date.

b. Continue to match the City Manager's contribution to the ICMA 457 Deferred Compensation Plan, up to five percent (5%) of the City Manager's base salary, but in lieu of investing the match into the City of Destin Employee Pension (Thrift) Plan, the City shall deposit the match into the ICMA Money Purchase (401[a]) Plan on behalf of the City Manager.

c. Funds contributed to the ICMA Money Purchase (401[a]) Plan on behalf of the City Manager shall be retroactively calculated from June 17, 2002, except for the City of Destin Employee Pension (Thrift) Plan match, which will be contributed upon amendment of that Plan.

3.2 Trustee. The City of Destin hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in the ICMA Vantage Trust.

3.3 Plan Coordinator. The City of Destin Finance Director shall be the coordinator of the Plan; shall receive necessary reports, notices, etc., from the ICMA Retirement Corporation or the ICMA Vantage Trust; shall cast, on behalf of the City of Destin, any required votes under the ICMA Vantage Trust; may delegate administrative duties relating to the Plan to appropriate departments; and

3.4 Executions.

a. The City of Destin hereby authorizes the Mayor to execute all necessary agreements with the ICMA Retirement Corporation incidental to the administration of the plan.

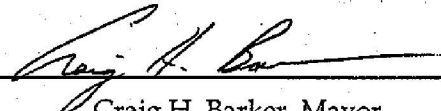
b. The City of Destin hereby executes the Declaration of Trust of the ICMA Vantage Trust, attached hereto, intending this execution to be operative with respect to any retirement or deferred compensation plan

subsequently established by the City of Destin, if the assets of the plan are to be invested in the ICMA Vantage Trust.

Section 4. Effective Date. This Resolution shall take effect retroactively to June 17, 2002.

SO DONE THIS 5th OF AUGUST 2002.

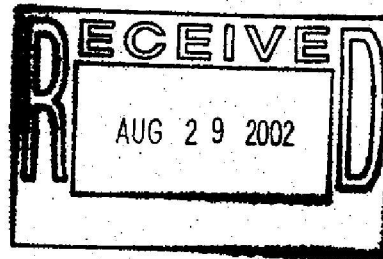
By:


Craig H. Barker, Mayor

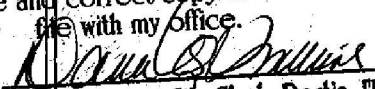
ATTEST:




Dana L.S. Williams, City Clerk



I hereby certify this is a true and correct copy as is on file with my office.


City Clerk, Destin, FL

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number 10- 108125

The Employer hereby establishes a Money Purchase Plan to be known as:
City of Destin Money Purchase (401a) Retirement Plan

(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ **Amendment and Restatement**

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

City of Destin Money Purchase (401a) Retirement Plan

Effective Date of Restatement. The effective date of the Plan shall be:

10/01/2021

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ **New Plan**

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: City of Destin

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note: provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☐ January 1 - December 31 **(Default)**

☒ The 12-month period ending: September

Month

30

Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non-union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals, or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (***“N/A” is the default provision under the Plan if no selection is made.***)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months.)

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☒ Yes. Age 18 (not to exceed age 21.)

☐ N/A – No minimum age applies (***“N/A” is the default provision under the Plan if no selection is made.***)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions.
(If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☐ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

- i. _____% of Earnings,
- ii. \$_____, or
- iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☐ Yes ☐ No

("Yes" is the default provision under the Plan if no selection is made.)

☐ **C. Election Window** (Complete if Option B is selected:)

Newly eligible Employees shall be provided an election window of ____ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.).

The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$_____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹ Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions, they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

- ☐ **Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is ☐ more or ☐ less

- ☐ **Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

- ☐ **Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is ☐ more or ☐ less

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

☐ Yes ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in: _____
Specify Month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☐ Biweekly ☐ Monthly ☐ Annually in: _____
Specify Month

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (***"Yes" is the default provision under the Plan if no selection is made.***)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

2. Bonuses

☐ Yes ☒ No (***"No" is the default provision under the Plan if no selection is made.***)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☐ Yes ☒ No (***"Yes" is the default provision under the Plan if no selection is made.***)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
- ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)
-

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100 _____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
 - ☒ Normal Retirement Age
 - ☐ Age 70½ ("70½" is the default provision under the Plan if no selection is made.)
 - ☐ Alternate age (after Normal Retirement Age): _____
 - ☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - ☐ Yes
 - ☒ No (**"Yes" is the default provision under the Plan if no selection is made.**)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 - ☐ Yes
 - ☒ No (**"No" is the default provision under the Plan if no selection is made.**)
4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
 - ☐ Yes
 - ☒ No (**"No" is the default provision under the Plan if no selection is made.**)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - ☒ Yes
 - ☐ No (**"No" is the default provision under the Plan if no selection is made.**)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☒ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☐ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Up-on death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (**"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.**)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to _____% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

- ☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of ☐ hours ☐ days ☐ weeks (check one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

- XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

- XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Governmental Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

- XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Gary Jarvis

Title: Mayor

Attest: Reynaldo Bailey, City Clerk

Date: ____/____/____.
Month Day Year

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1303

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Lance Johnson, City Manager

FROM: Karen Jankowski, HR Manager

DATE: 05/11/2022

SUBJECT: FY23 Agent-Broker of Record for Health & Ancillary Benefits, Contract
Renewal

I. BACKGROUND: Contract renewal for Agent-Broker of Record for Health & Ancillary Benefits

II. DISCUSSION: The City of Destin has enjoyed its partnership with Acentria (formerly Barton, Fentstermaker, Tondello & Associates) since 2007. Our current contract is in its first one-year extension of a 3 year contract (2018) with two possible one-year extensions. As our broker, Acentria is responsible for researching the available health insurance options based on our experience rating, goals and budget considerations. Acentria also provides year-round support, including prompt response to staff inquiries, assistance with billing, and assistance with complex insurance related situations.

A. Link to Strategic Goals / Objectives: (Critical Priority) Council Objective 1.1 - "Offer livable wages & benefits to attract and maintain high caliber, qualified staff"

B. Effect on Budget (EOB): Costs associated with brokerage services are paid by the benefit providers as part of negotiated premiums. No direct effect on budget.

C. Level of Service (LOS): Over time, through their service and open communication, Acentria Insurance has established the trust and confidence of City employees. This is especially important when dealing with their confidential health issues and those of family members. Their staff has a vast amount of experience and expertise. They are extremely responsive to employees and staff working on claims issues to satisfactory resolution quickly. Additionally, their service is a vital asset to the Human Resources division with direct access to a team of highly qualified individuals, timely answers, and service.

D. Legislative Sponsor:

III. CONCLUSION: The City and employees maneuver through the complicated and challenging world of insurance renewals and are fortunate to have our current brokers to assist us on our path forward.

IV. RECOMMENDED MOTION: I move for the City Manager to execute a one-year contract extension with Acentria Insurance for FY23.

Attachments:

1. ATT1-Broker Agreement 2018
2. ATT2 - Acentria Broker Agreement - second renewal

**CITY OF DESTIN AGENT-BROKER
AGREEMENT**

This Agent-Broker Agreement ("Agreement") dated June 4, 2018, between **Barton, Fenstermaker, Tondello & Associates, LLC** ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

- 1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

- 2.1 If Agent-Broker is Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP 18-10-HR Request for Proposal. All provisions of the City's RFP 18-10-HR Request for Proposal, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP 18-10-HR Request for Proposal. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:
- 2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.
- 2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.
- 2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.
- 2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.
- 2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.
- 2.1.6 Agent-Broker agrees not to employ or make use of any advertisement in which the City's (or its affiliate's) name or its registered trademarks are employed without the prior written approval and consent of the City. Upon request of Agent-Broker during the term of this Agreement, the City shall make

available for Agent-Broker's use, standard advertising prepared for the City. Agent-Broker may add, at Agent's expense and with the City's prior written approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

- 2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.
- 2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least \$1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of \$500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.
- 2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.
- 2.1.10 Agent-Broker shall promptly prepare and transmit to the City, in a format acceptable to the City, such reports as the City may reasonably require from time to time, including reports of all information necessary for the City to comply with all applicable laws, rules, and regulations or to manage its business.
- 2.1.11 Agent-Broker shall maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. In addition, Agent-Broker will be fully prepared to proactively address the City's needs and interests for products and services offered and any products and services provided as may be amended.
- 2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

- 3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

4 RESERVATION OF RIGHTS

- 4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.
- 4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW

- 5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.
- 5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.
- 5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.
- 5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Policies underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. If Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.
- 5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:
 - a. in response to a court order or valid subpoena; or
 - b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so;
- 5.6 IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, 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. Specifically, the AGENT-BROKER must:

- a. 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.
- b. 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 Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public agency.
- c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker 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.

6 COMPENSATION

- 6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP 18-10-HR, Appendix C, Schedule of Fees, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

- 7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

- 8.1 This Agreement shall commence and become effective upon _____, 2018 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.
- 8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

Notice, as provided herein, is to be sent

to: If to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name: Barton, Fenstermaker, Tondello & Associates, LLC
an Acentria Company

Address: 4458 Legendary Drive, Suite 350

City, State, ZIP: Destin, Florida 32541

Phone Number: (850) 460-7690

Fax Number: (850) 4607694

Other Information:

Website (if applicable): www.ebs-benefits.net

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

- 8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:
- 8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;
 - 8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;
 - 8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;
 - 8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;
 - 8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;
 - 8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same
 - 8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;
 - 8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.

9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.

9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.

9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.

9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.

9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.

9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.

9.9 Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees of the City for any purpose.

9.10 Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

9.11 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.

- 9.12 In any dispute, litigation, or appeal relating to this Agreement each party shall be responsible, and solely liable for their own respective attorney's fees, and costs.
10. **SERVICES NOT PROVIDED FOR.** No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.
11. **CONFLICT OF INTEREST.**
- 11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- 11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.
- 11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.
12. **JURY TRIAL WAIVER.** AGENT-BROKER 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, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By: _____

(City Representative)

Name: Carisse LeJeune

Title: City Manager

Date: _____

7/6/2018

By: _____

(Name of Agent-Broker or Agency)

Name: _____

Kevin Mason

Title: _____

President

Date: _____

7/3/2018

Legal Review:

ROBERT E. LARKIN, III, Esq.
Labor Attorney

JEFF BURNS, Esq.
City Attorney

Tab 6. Schedule of Fees

APPENDIX C SCHEDULE OF FEES

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)

APPENDIX C Schedule of Fees RFP 13-10-HR			
Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.25%		
Group Dental Insurance	4.5%		Average based on declining scale
Group Vision Insurance	4.5%		Average based on declining scale
Group Life Insurance	8.0%		Average based on declining scale
Group Disability Insurance	8.0%		Average based on declining scale
Guardian Hospitalization Benefit	Scheduled 15.0%		Average based on declining scale

Attach additional sheets in this format as needed.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

RFP 13-10-HR

Page 11

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



Second Renewal of City of Destin Agent-Broker Agreement
Dated June 4, 2018

This Second Renewal of City of Destin Agent-Broker Agreement Dated June 4, 2018 (the “Second Renewal”) is dated this ___ day of July, 2022, by and between The City of Destin, Florida (“City”) and Acentria, Inc. (formerly Barton, Fentstermaker, Tondelloa & Associates) (“Acentria”) and the parties state:

WHEREAS, the City of Destin Agent-Broker Agreement (the “Original Agreement”) was entered into by and between the parties on June 4, 2018; and

WHEREAS, the Original Agreement was for a period of three years with two one-year extensions at the option of the City; and

WHEREAS, the City executed its first extension option on January 4, 2021; and

WHEREAS, now through this Second Renewal, the City is exercising its second extension option; and

WHEREAS, the parties intend for all provisions in the Original Contract to remain in effect and have the force of law; and

NOW THEREFORE, in consideration of the mutual recitals contained above and good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Recitals.** The recitals contained above are true and correct and incorporated herein by reference.
2. **Original Agreement Renewed.** The Original Agreement is hereby renewed for the second time and shall remain in effect through June 4, 2023.
3. **Original Agreement Terms Applicable.** All terms contained in the Original Agreement remain in effect and shall have the force of law.
4. **Authorization.** The City Manager is hereby authorized to execute this Second Renewal and take any actions consistent with the Original Agreement and this Second Renewal.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Second Renewal.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement

City of Destin, Florida

Acentria, Inc.

By: _____

By: _____

Name: Lance Johnson

Name: _____
(Agent-Broker of Record)

Title: City Manager

Title: _____

Date: _____

Date: _____

ATTEST:

Rey Bailey, City Clerk

Legal Review:

KYLE BAUMAN, Esq.
City Attorney

ROBERT E. LARKIN, III, Esq.
Labor Attorney

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: July 5, 2022

SUBJECT: Approval of Destin High School Tri-Party Agreement Amendment

I. BACKGROUND:

On June 1, 2021, Okaloosa County, County Engineer, Scott Bitterman contacted the City regarding the Tri-party Agreement with the City, Destin High School (DHS), and Okaloosa County. The existing agreement is provided for reference as Exhibit A.

The Consultant for DHS contacted the County Engineer indicating that they are planning to add **4 temporary classrooms for the coming 2022-2023 school year** and will soon be submitting plans for a building addition for their maximum student capacity of 800 students.

II. DISCUSSION:

The current agreement language has a requirement to provide a traffic impact analysis prior to any expansion. The agreement states, in **Section 2.g.** that: ***“Prior to any expansion of the school (expansion shall mean either an increase in the grades taught at the school, construction of additional building space, or inclusion of additional adjacent property) an updated Traffic Impact Analysis that will account for proposed improvements and accurately reflect traffic conditions at the time of the proposed expansion.”***

In order to expedite the request, the County Engineer proposes to allow DHS to add the temporary classrooms, but prior to the permanent expansion, DHS must conduct the traffic study while DHS is in session next fall. This will allow DHS to add the temporary classrooms and provide traffic study that models real conditions. If approved, the County will let DHS proceed with the temporary classrooms and make the Certificate of Occupancy (CO) of the permanent expansion, a condition of implementing the findings of the traffic study.

- A. **Link to Strategic Goals / Objectives:** #3 Improve Mobility and Connectivity #4 Enhanced quality of life and safety for families
- B. **Effect on Budget (EOB):** None
- C. **Level of Service (LOS):** N/A
- D. **Legislative Sponsor:**

III. CONCLUSION:

Due to the language in the Triparty Agreement, the County has proposed an amendment that would allow the temporary classrooms for the upcoming 2022-2023 school year. The traffic impact analysis and study would be completed when school is in session and any impacts found in the traffic analysis would be implemented during the permanent structure expansion of DHS.

IV. RECOMMENDED MOTION:

I move that City Council authorize the City Manager to execute the amendment to the existing Tri-Party agreement as provided.

Attachments:

1. Destin High School First Amendment
6.23.22_final
2. Tri-Party Agreement between
Okaloosa County, City of Destin, and
Destin High School February 2021

**FIRST AMENDMENT TO THE TRI-PARTY AGREEMENT BETWEEN OKALOOSA
COUNTY, FLORIDA, THE CITY OF DESTIN, FLORIDA, AND DESTIN HIGH
SCHOOL, INC.**

THIS FIRST AMENDMENT entered into this _____ day of _____, 2022, hereby amends the Tri-Party Agreement, dated February 3, 2021 (the “Agreement”), by and between OKALOOSA COUNTY, FLORIDA (the “County”), a political subdivision of the State of Florida, the CITY OF DESTIN, FLORIDA (the “City”), a municipal corporation, and DESTIN HIGH SCHOOL, INC. (“Destin HS”).

WITNESSETH:

WHEREAS, on February 3, 2021 the parties entered into the Agreement to facilitate the issuance of the permits necessary for the change of occupancy from a church to a school in Okaloosa County; and

WHEREAS, the parties desire to amend the Agreement to modify the school zone requirements, adjust the timing of school expansion and the timing of the updated Traffic Impact Analysis.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties the Agreement is hereby amended as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

1. Section 2.c of the Agreement is hereby amended as follows:

~~Cause to be constructed, at no expense to the County or City, an adequate school zone for student safety. Construction shall commence only after engineered construction drawings have been submitted to and approved by the County and the improvements shall be completed prior to the opening of the school to students/classes.~~ The school zone flashers installed in 2021 shall be replaced, at no expense to the County or City, with the following product to be consistent with the approved plans and Okaloosa County maintenance inventory: Temple FCU 500-071 School Beacon timer switch w/ 5 year plan - Line item 44 of 198, 678-008-023. Destin HS shall continue to maintain the existing flashers until the replacement school zone flashers are installed, inspected, and accepted into County maintenance. The replacement school zone flashers shall be ordered before August 1, 2022. The replacement school zone flashers shall be installed within one month of the date they are delivered to Destin HS. The replacement school zone flasher facing westbound traffic, and associated End School Zone sign facing eastbound traffic, shall be repositioned on Commons Boulevard approximately 200 feet southeast of the intersection with the developed parking lot to the south serving the swimming pool.

2. Section 2.f of the Agreement is hereby amended as follows:

~~Provide a law enforcement officer at the intersection of Commons Drive with the site access road to assist with traffic flow during the start and end of each school day. These services shall be obtained from a law enforcement agency with jurisdiction and at no expense to the County or City.~~ At the intersection with Commons Boulevard and the developed parking lot to the south serving the swimming pool, at no cost to the County or City, replace the post and stop sign at the intersection and add signs, shown in Exhibit 1, directly below the stop sign before August 10, 2022.

3. Section 2.g of the Agreement is hereby amended as follows:

~~Prior to any expansion of the school (expansion shall mean either an increase in the grades taught at the school, construction of additional permanent building space that increases the number of students, faculty or staff attending the site on school days that would increase traffic count to and from the site, or inclusion of additional adjacent property) an updated Traffic Impact Analysis shall be conducted that will account for proposed improvements and accurately reflect traffic conditions at the time of the proposed expansion. As a baseline it is assumed that Destin High School will begin operations at the existing facility located at 4325 Commons Dr W in the fall of 2021 with no changes to the footprint and opening with only the 9th and 10th grades. No expansion beyond the baseline conditions shall occur without first obtaining written approval from the County and City that may or may not contain additional requirements at that time. A Certificate of Occupancy shall not be issued for the expansion until an agreement is in place for Destin HS to implement the improvements, if any, recommended by the updated Traffic Impact Analysis. The updated Traffic Impact Analysis shall be based on traffic data collected while school is in session in the month of September or October of calendar year 2022.~~

4. All other provisions of the Agreement shall remain in full force and effect through the duration of the Agreement.

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

OKALOOSA COUNTY

John Hofstad, County Administrator

Date: _____

CITY OF DESTIN

Lance Johnson, City Manager

Date: _____

DESTIN HIGH SCHOOL, INC.

Denise Fountain, President

Date: _____

Exhibit 1



Signs 1,2, and 3 shall be mounted under a stop sign on a new 4" aluminum pipe post per FDOT standard plan 700-010-1

Signs shall have black text on a white reflective background

Sign 1
MUTCD # R3-5
30"x36"

Sign 2
MUTCD # S4-1P
24"x10"

Sign 3
No MUTCD #
24"x10"

Sign 3 shall be 6 feet above the ground

**TRI-PARTY AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA,
THE CITY OF DESTIN, FLORIDA, AND DESTIN HIGH SCHOOL, INC.**

THIS AGREEMENT entered into this 3rd day of February, 2021, between OKALOOSA COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida, the CITY OF DESTIN, FLORIDA (the "City"), a municipal corporation, and DESTIN HIGH SCHOOL, INC. ("Destin HS"), relating to the development of certain property located in the County.

WHEREAS, Destin HS is in the process of purchasing the existing Grace Lutheran Church, located at 4325 Commons Drive W, which is situated in unincorporated Okaloosa County (the "Property"); and

WHEREAS, Destin HS seeks to redevelop the Property and change the use from a church to a Charter high school; and

WHEREAS, Destin HS is scheduled to close on the Property on February 5, 2021 and needs to obtain a building permit as a condition to close on the Property; and

WHEREAS, Destin HS seeks to have the school open for the beginning of the 2021-22 calendar school year with a start time on or near 7:00 am and end time on or near 2:00 pm and the school will operate consistent with the local school calendar; and

WHEREAS, the County and the City have formed an Intergovernmental Technical Review Committee which affords each entity the opportunity to review, comment, and approve projects in the Destin area, regardless of jurisdictional limits; and

WHEREAS, in order to facilitate the issuance of the permits necessary for the change of occupancy from a church to a school, the County has conducted pre-application reviews of the plans and drawings for consistency with the Florida Building Code; and

WHEREAS, the pre-application reviews indicate no substantial issues that would preclude issuance of the necessary permits upon submittal of the requisite applications and fees; and

WHEREAS, in addition to compliance with the Florida Building Code as provided in Chapter 553, Florida Statutes, all development in the unincorporated area of Okaloosa County, Florida, must be consistent with the provisions of the Okaloosa County Comprehensive Plan (Okaloosa County Ordinance 90-01, as amended) and the Okaloosa County Land Development Code (Okaloosa County Ordinance 91-01, as amended); and

WHEREAS, the Okaloosa County Comprehensive Plan, as implemented in part through the Okaloosa County Land Development Code, establishes levels of service standards for public facilities and services which must be met for any proposed development, among which are included levels of service for traffic, potable water, sanitary sewer, and other infrastructure; and

WHEREAS, the levels of service provided in the Okaloosa County Comprehensive Plan and Land Development Code must be met either at the time development is approved or must be available to serve a proposed development at such time as the development is completed; and

WHEREAS, Commons Drive, a County-maintained road which serves as the only access to the subject property, is currently failing in its level of service for traffic, necessitating improvements prior to the commencement of operation of the high school; and

WHEREAS, Destin HS acknowledges the traffic deficiency and is desirous of remedying to the extent practicable and consistent with the County's Comprehensive Plan and Land Development Code any additional deficiency or safety problems caused by the operation of the school; and

WHEREAS, the County, the City and Destin HS wish to memorialize each parties' responsibilities related to the review and approval of the building permit application.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by all parties:

1. The above recitals are true and correct and are incorporated into this Agreement.
2. Destin HS shall:
 - a. Provide a complete Traffic Impact Analysis acceptable to both the County and the City. The Traffic Impact Analysis shall be consistent with the draft Traffic Impact Statement provided to the County and City dated January 25, 2021 and the review/discussion comments that ensued.
 - b. Cause to be constructed, at no expense to the County or City, an extension of the east bound left turn lane on Commons Drive at the site entrance roadway. Construction shall commence only after engineered construction drawings have been submitted to and approved by the County and the improvements shall be complete prior to the opening of the school to students/classes.
 - c. Cause to be constructed, at no expense to the County or City, an adequate school zone for student safety. Construction shall commence only after engineered construction drawings have been submitted to and approved by the County and the improvements shall be completed prior to the opening of the school to students/classes.
 - d. Cause to be constructed, at no expense to the County or City, a sidewalk (i.e. pedestrian access) from pedestrian facilities along Commons Drive to the school. Construction shall commence only after engineered construction drawings have been submitted to and approved by the County and the improvements shall be complete prior to the opening of the school to students/classes.
 - e. Cause to be constructed, at no expense to the County or City, a cross-access connection for vehicular traffic between the school site and the developed parking lot to the south (as of the date of this agreement that parcel is owned by The Mattie Kelly Arts Foundation, Inc. and leased by Emerald Coast Fitness

Foundation, Inc.) in compliance with the Cross Access Agreement dated March 6, 2001 and recorded in the Official Records of Okaloosa County in Book 2289, Page 181. Construction of this connection shall commence only after engineered construction drawings have been submitted and approved by the County and the City and the improvements shall be completed prior to the opening of the school to students/classes.

- f. Provide a law enforcement officer at the intersection of Commons Drive with the site access road to assist with traffic flow during the start and end of each school day. These services shall be obtained from a law enforcement agency with jurisdiction and at no expense to the County or City.
- g. Prior to any expansion of the school (expansion shall mean either an increase in the grades taught at the school, construction of additional building space, or inclusion of additional adjacent property) an updated Traffic Impact Analysis that will account for proposed improvements and accurately reflect traffic conditions at the time of the proposed expansion. As a baseline it is assumed that Destin High School will begin operations at the existing facility located at 4325 Commons Dr W in the fall of 2021 with no changes to the footprint and opening with only the 9th, 10th and 11th grades. No expansion beyond the baseline conditions shall occur without first obtaining written approval from the County and City that may or may not contain additional requirements at that time.

3. The County shall:

- a. Upon receipt of a fully executed copy of this Agreement and the applicable permitting fees, the County shall issue building permit 479351-RBO-2021 for the modifications and shall undertake inspections and other official actions as required.
- b. Upon receipt of the Traffic Impact Analysis and construction documents identified in items 2 a, b, c, d, & e above, swiftly review and provide comments to the applicant and engineer of record. Care shall be taken by the County to review submitted documents in such a manner as not to delay the opening of the school. However, this does not relieve the applicant from providing adequate documents for review/approval nor infer that approval is guaranteed. At such time as all comments have been addressed the County shall provide written approval of the Traffic Impact Statement and/or construction drawings. Written approval of the construction drawings shall be considered as authorization to proceed with the described roadway work.
- c. Upon receipt of the Engineer's Certification of Construction Completion, the County shall perform a site inspection of the improvements within two business days. Deficiencies noted will be provided to the Engineer of Record in writing upon completion of the site inspection. After all deficiencies are cured the County will provide written approval of the Work performed and the Work shall be required to enter into the warranty period as described in Chapter 6.01.053 of the Okaloosa County Land Development Code, including bond/guarantee requirements.
- d. Once conditions within items 2a, 2b, 2c, 2d, 2e, 3b, & 3c are satisfied Public Works shall provide written approval of the site work to the school.

- e. At such time as all applicable building and site requirements are complete Okaloosa County shall issue a Certificate of Occupancy.
4. The City shall:
- a. Participate in the review of the traffic study to be performed by Destin HS, including participation in scoping meetings, share of data as may be in the City's possession relevant to Destin HS, and provide written comments to the County and Destin HS as requested.
 - b. Shall provide written concurrence with proposed traffic mitigation measures at such time as Destin HS satisfies the Okaloosa County Comprehensive Plan and Land Development Code as verified by the County.
 - c. Upon receipt of the Traffic Impact Analysis and construction documents identified in 2 a, b, c, d, & e above, swiftly review and provide comments to the County for consideration/incorporation to be provided to the applicant and engineer of record.
 - d. Once the conditions within 2e and 3c above are satisfied, the City shall provide written approval of the Work to the school.

(This space intentionally blank.)

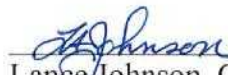
IN WITNESS WHEREOF, the parties have hereto executed this instrument on the day and year first written above.

OKALOOSA COUNTY



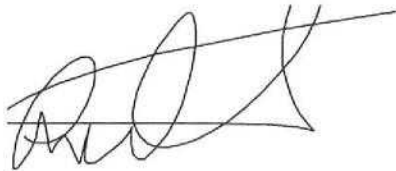
John Hofstad, County Administrator
Date: 2/5/21

CITY OF DESTIN



Lance Johnson, City Manager
Date: 02/04/2021

DESTIN HIGH SCHOOL, INC.



Dr. Prebble Q. Ramswell, President
Date: 2/3/2021

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: July 7, 2022

SUBJECT: Operations Financial Report

I. BACKGROUND: This item is informational only.

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

Highlights as of 05/31/2022:

- *We are 67% of the way through the fiscal year
- * 102% of Ad Valorem Taxes have been received/recorded
- * We have expended approximately 54% of Operating budget
- * We have expended approximately 31% of Capital Outlay budget
- *Current net change in total fund balance is a year-to-date increase of \$6.7 million

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 2022 0531 YTD Actuals vs Budget

City of Destin, Florida

Balance Sheet - Governmental Funds

	01, 700	102	110	111	122, 125, 129	209, 213, 214, 221	300, 305, 315	
<i>Period ended May 31,</i>								2022
	General Fund	1998-2028 or to 2037 Town Center CRA	2003-2043 Harbor CRA	Florida Building Code Fund	Other Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total Governmental Funds
Assets								
Cash and cash equivalents	\$ 10,751,100	\$ 1,064,454	\$ -	\$ -	\$ 4,475,702	\$ -	\$ 2,335,456	\$ 18,626,713
Investments	16,400,187	-	-	-	-	-	-	16,400,187
Due from other funds	429,243	-	-	-	-	-	46,178	475,422
Due from other governments	24,277	-	-	-	-	-	321,167	345,444
Advance to other funds	2,448,824	-	-	-	-	-	-	2,448,824
Accounts receivable - other	184,775	-	-	-	132,198	-	-	316,973
Prepaid expenditures	5,193	-	-	-	-	-	-	5,193
Restricted cash and cash equivalents	-	-	645,439	422,996	-	975,294	4,245,863	6,289,591
Total assets	\$ 30,243,600	\$ 1,064,454	\$ 645,439	\$ 422,996	\$ 4,607,900	\$ 975,294	\$ 6,948,664	\$ 44,908,347
Liabilities, deferred inflows of resources and fund balances								
Liabilities:								
Accounts payable	221,462	10,038	3,413	6,906	16,064	-	322,290	580,173
Accrued payroll	21,584	-	-	-	-	-	-	21,584
Due to other funds	45,895	-	-	-	-	1,363	445,950	493,209
Advance from other funds	-	2,448,824	-	-	-	-	-	2,448,824
Total liabilities	288,941	2,458,862	3,413	6,906	16,064	1,363	768,239	3,543,789
Deferred inflows of resources								
Deferred revenue	262,290	-	-	-	-	-	790,549	1,052,839
Total deferred inflows of resources	262,290	-	-	-	-	-	790,549	1,052,839
Fund balances:								
Nonspendable	2,561,840	-	-	-	-	-	-	2,561,840
Restricted	-	-	625,067	412,557	-	973,930	2,329,632	4,341,187
Committed	10,084,733	-	-	-	4,317,913	-	1,113,722	15,516,367
Assigned	1,306,459	29,292	16,958	3,533	273,923	-	1,946,522	3,576,688
Unassigned	15,739,336	(1,423,700)	-	-	-	-	-	14,315,636
Total fund balances (deficit)	29,692,369	(1,394,408)	642,025	416,091	4,591,836	973,930	5,389,876	40,311,719
Total liabilities, deferred inflows of resources and fund balances	\$ 30,243,600	\$ 1,064,454	\$ 645,439	\$ 422,996	\$ 4,607,900	\$ 975,294	\$ 6,948,664	\$ 44,908,347

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

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

Committed = Council resolutions, motions, includes fund balance resolution for 1 yr debt service (\$2.7m) + 3 mos emergency ops x 2 (\$6.7m), Tech Fund balance (125), Oka Half Penny fund balance (129)

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

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

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

SUMMARY ALL FUNDS	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
Ad Valorem Taxes	\$ 9,333,671	\$ 9,475,366		\$ 9,481,045
Tax Increment Financing (TIF)	1,310,929	1,313,239		1,313,239
Delinquent Ad Valorem Taxes	5,000	(106)		1,560
Sales and Use Taxes	3,230,855	2,203,190		3,463,316
Licenses and Permits	3,463,479	3,121,204		4,719,110
Impact Fees	115,500	46,895		85,395
Intergovernmental	2,793,870	2,200,845		3,140,826
Charges for services	749,898	501,802		912,252
Fines and Forfeitures	59,957	30,756		60,691
Investment Income	60,120	(701,117)		(689,650)
Contributions	32,500	8,196	-	38,196
Miscellaneous income	2,701	21,759		22,097
TOTAL REVENUES	21,158,480	18,222,029	-	22,548,078
General Government	4,347,731	2,295,111	335,917	3,932,539
Public Safety	4,532,131	2,554,925	831,331	4,112,783
Physical Environment	199,073	91,109	1,914	162,207
Transportation	1,936,628	981,275	48,075	1,696,297
Economic Environment	325,636	87,132	46,250	268,927
Health & Human Services	101,254	34,024	15,330	50,404
Culture and Recreation	3,719,127	2,000,046	76,128	3,320,646
Capital Outlay	16,884,161	2,291,856	2,786,136	12,656,301
Debt Service	2,669,656	1,159,335	7,500	2,677,156
TOTAL EXPENDITURES	34,715,397	11,494,813	4,148,582	28,877,259
Excess (deficiency) of revenues over expenditures	(13,556,917)	6,727,215		(6,329,181)
Proceeds from issuance of debt	-	-		-
Transfers In	6,150,854	3,640,288		6,736,872
Transfers Out	(6,150,854)	(3,571,700)		(5,399,450)
Total other financing sources (uses)	0	68,589	-	1,337,422
Net change in fund balances	(13,556,916)	6,795,804		(4,991,759)
Fund Balance, Beginning	33,515,913	33,515,913		33,515,913
Fund Balance, Ending	19,958,997	40,311,717		28,524,154

** FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN**Actuals 10/01/2021 - 05/31/2022**

FUND BALANCE SUMMARY	FY2022	FY2022	FY2022
ALL FUNDS	BUDGET*	YTD Actuals	PROJECTION
Nonspendable	2,448,824	2,561,840	2,561,840
Restricted	2,467,004	4,341,187	4,534,687
Committed	11,930,294	15,516,367	12,532,316
Assigned	1,000,000	3,576,688	1,000,000
<i>Unassigned</i>	<i>9,867,547</i>	<i>14,315,636</i>	<i>7,895,310</i>
Ending Fund Balance	19,958,997	40,311,719	28,524,154

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

	FY2022	FY2022	FY2022	FY2022
01 GENERAL FUND	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION
01-31 Ad Valorem Taxes	8,574,910	8,716,605		8,722,284
01-31 Delinquent Ad Valorem Taxes	5,000	(106)		1,560
01-31 Sales and Use Taxes	1,608,694	1,045,855		1,618,409
01-32 Licenses and Permits	2,826,871	2,091,648		3,045,336
01-32 Impact Fees	-	-		-
01-33 Intergovernmental	2,763,870	1,721,442		3,110,826
01-34 Charges for Services	331,398	328,687		488,560
01-35 Fines and Forfeitures	59,957	30,756		60,691
01-36 Investment Income	58,084	(709,352)		(698,610)
01-36 Contributions	2,500	8,196		8,196
01-36 Miscellaneous Revenue	2,201	21,259		21,431
TOTAL REVENUES	16,233,485	13,254,990	-	16,378,684
01-51 General Government	4,347,731	2,295,111	335,917	3,932,539
01-52 Public Safety	3,251,454	2,015,164	827,798	3,187,503
01-53 Physical Environment	199,073	91,109	1,914	162,207
01-54 Transportation	1,849,128	946,407	48,075	1,616,374
01-55 Economic Environment	14,200	10,839	-	14,452
01-56 Health & Human Services	101,254	34,024	15,330	50,404
01-57 Culture and Recreation	3,719,127	2,000,046	76,128	3,320,646
01-59 Capital Outlay	109,250	32,176	-	47,760
01-59 Debt Service Principal	78,405	64,160	4,905	83,310
01-59 Debt Service Interest	2,511	2,050	2,595	5,106
TOTAL EXPENDITURES	13,672,133	7,491,086	1,312,663	12,420,301
Excess (deficiency) of revenues over expenditures	2,561,352	5,763,903		3,958,383
01-38 Proceeds from Issuance of Debt	-	-		-
01-38 Transfers In	-	68,589		68,589
01-58 Transfers Out	(4,522,085)	(2,459,558)		(3,728,084)
Total other financing sources (uses)	(4,522,085)	(2,390,969)		(3,659,495)
01 Net change in fund balances	(1,960,733)	3,372,934		298,888
01 Fund Balance (deficit), Beginning	26,319,435	26,319,435		26,319,435
01 Fund Balance (deficit), Ending	24,358,702	29,692,369		26,618,323

* FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

102 TOWN CENTER CRA				
1998-2028 OR until Debt Paid 2037 (RESTRICTED; ECON DEV)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
102-31 County TIF	954,620	957,717		957,717
102-31 City TIF (Ad Valorem	402,452	402,452		402,452
102-36 Investment Income	1,301	558		1,038
TOTAL REVENUES	1,358,373	1,360,727		1,361,207
102-55 Economic Environment	153,257	51,129	29,292	132,292
102-59 Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	153,257	51,129	29,292	132,292
Excess (deficiency) of revenues over expenditures	1,205,116	1,309,598		1,228,915
102-38 Transfers In Debt Proceeds	-	-		-
102-38 Transfers In	-	-		-
102-58 Transfers Out	(731,418)	(487,612)		(731,489)
Total other financing sources (uses)	(731,418)	(487,612)		(731,489)
102 Net change in fund balances	473,698	821,986		497,426
102 Fund Balance (deficit), Beginning	(2,216,394)	(2,216,394)		(2,216,394)
102 Fund Balance (deficit), Ending	(1,742,696)	(1,394,408)		(1,718,969)

**FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

110 HARBOR CRA				
2003-2043	FY2022	FY2022	FY2022	FY2022
(RESTRICTED; ECON DEV)	BUDGET*	YTD Actuals	ENCUMBRANCES	PROJECTION
110-31 County TIF	356,309	355,522		355,522
110-31 City TIF (Ad Valorem)	356,309	356,309		356,309
110-36 Investment Income	300	382		482
TOTAL REVENUES	712,918	712,213		712,313
110-55 Economic Environment	158,179	25,164	16,958	122,182
110-59 Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	158,179	25,164	16,958	122,182
Excess (deficiency) of revenues over expenditures	554,739	687,049		590,131
110-38 Transfers In Debt Proceeds	-	-		-
110-38 Transfers In	-	-		-
110-58 Transfers Out	(481,057)	(321,267)		(481,057)
Total other financing sources (uses)	(481,057)	(321,267)		(481,057)
110 Net change in fund balances	73,682	365,782		109,073
110 Fund Balance (deficit), Beginning	276,242	276,242		276,242
110 Fund Balance (deficit), Ending	349,924	642,024		385,315

**FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

111 FLORIDA BUILDING CODE FUND (RESTRICTED; PUBLIC SAFETY)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
111-32 Licenses and Permits	636,608	677,692		1,061,910
111-36 Investment Income	60	13		33
TOTAL REVENUES	636,668	677,705		1,061,943
111-52 Public Safety	1,153,178	504,901	3,533	890,420
111-59 Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	1,153,178	504,901	3,533	890,420
Excess (deficiency) of revenues over expenditures	(516,510)	172,804		171,522
111-38 Transfers In	328,507	-		-
111-58 Transfers Out	(63,210)	(67,463)		(105,735)
Total other financing sources (uses)	265,297	(67,463)		(105,735)
111 Net change in fund balances	(251,213)	105,341		65,787
111 Fund Balance (deficit), Beginning	310,750	310,750		310,750
111 Fund Balance (deficit), Ending	59,537	416,091		376,537

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

122 PARKING FUND (IN GF; TRANSPORTATION)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
122-34 Charges for Services	418,500	173,115		423,692
122-36 Investment Income	25	13		21
TOTAL REVENUES	418,525	173,128		423,713
122-54 Transportation	87,500	34,867	-	79,922
122-59 Capital Outlay	126,000	-	4,426	114,426
TOTAL EXPENDITURES	213,500	34,867	4,426	194,348
Excess (deficiency) of revenues over expenditures	205,025	138,261		229,365
122-38 Transfers In	-	-		-
122-58 Transfers Out	-	-		-
Total other financing sources (uses)	-	-		-
122 Net change in fund balances	205,025	138,261		229,365
122 Fund Balance (deficit), Beginning	-	-		-
122 Fund Balance (deficit), Ending	205,025	138,261		229,365

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

125 TECH FUND (COMMITTED; IN				
GF; PUBLIC SAFETY)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
125-36 Investment Income	-	158		158
TOTAL REVENUES	-	158		158
125-52 Public Safety	127,500	34,860	-	34,860
125-59 Capital Outlay	-	-	-	-
TOTAL EXPENDITURES	127,500	34,860	-	34,860
Excess (deficiency) of revenues over expenditures	(127,500)	(34,702)		(34,702)
125-38 Transfers In	139,982	138,989		190,760
125-58 Transfers Out	-	-		-
Total other financing sources (uses)	139,982	138,989		190,760
125 Net change in fund balances	12,482	104,287		156,058
125 Fund Balance (deficit), Beginning	201,407	201,407		201,407
125 Fund Balance (deficit), Ending	213,889	305,694		357,465

**FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

129 OKA 1/2 PENNY 01/01/2019-12/31/2029 (COMMITTED; IN GF; CAPITAL OUTLAYS)				
	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
129-31 Sales and Use Taxes	1,390,761	995,323		1,605,761
129-36 Investment Income	150	2,709		2,759
TOTAL REVENUES	1,390,911	998,031		1,608,520
129-59 Capital Outlay	3,324,756	193,811	273,923	1,708,628
TOTAL EXPENDITURES	3,324,756	193,811	273,923	1,708,628
Excess (deficiency) of revenues over expenditures	(1,933,845)	804,220		(100,109)
129-38 Transfer In Debt Proceeds	-	-		-
129-38 Transfers In	-	-		-
129-58 Transfers Out	(353,084)	(235,800)		(353,084)
Total other financing sources (uses)	(353,084)	(235,800)		(353,084)
129 Net change in fund balances	(2,286,929)	568,421		(453,193)
129 Fund Balance (deficit), Beginning	3,579,461	3,579,461		3,579,461
129 Fund Balance (deficit), Ending	1,292,532	4,147,882		3,126,268

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

213 DEBT SERVICE 2013 NOTE (RESTRICTED; DEBT SERVICE)				
	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
213-36 Investment Income	100	188		221
TOTAL REVENUES	100	188		221
213-59 Debt Service Principal	412,531	-	-	412,531
213-59 Debt Service Interest	142,713	71,357	-	142,713
TOTAL EXPENDITURES	555,245	71,357	-	555,245
Excess (deficiency) of revenues over expenditures	(555,145)	(71,169)		(555,023)
213-38 Transfers In	555,245	370,163		555,245
213-58 Transfers Out	-	-		-
Total other financing sources (uses)	555,245	370,163		555,245
213 Net change in fund balances	100	298,994		221
213 Fund Balance (deficit), Beginning	93,097	93,097		93,097
213 Fund Balance (deficit), Ending	93,197	392,091		93,318

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

214 DEBT SERVICE 2014 NOTE (RESTRICTED; DEBT SERVICE)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
214-36 Investment Income	100	288		321
TOTAL REVENUES	100	288		321
214-59 Debt Service Principal	427,021	-	-	427,021
214-59 Debt Service Interest	304,397	152,199	-	304,397
TOTAL EXPENDITURES	731,418	152,199	-	731,418
Excess (deficiency) of revenues over expenditures	(731,318)	(151,911)		(731,097)
214-38 Transfers In	731,418	487,612		731,420
214-58 Transfers Out	-	-		-
Total other financing sources (uses)	731,418	487,612		731,420
214 Net change in fund balances	100	335,701		323
214 Fund Balance (deficit), Beginning	245,566	245,566		245,566
214 Fund Balance (deficit), Ending	245,666	581,267		245,889

221 DEBT SERVICE 2021 NOTE (RESTRICTED; DEBT SERVICE)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
221-36 Investment Income	-	34		34
TOTAL REVENUES	-	34		34
221-59 Debt Service Principal	1,200,000	800,000	-	1,200,000
221-59 Debt Service Interest	102,077	69,570	-	102,077
221-51 General Government	-	-	-	-
TOTAL EXPENDITURES	1,302,077	869,570	-	1,302,077
Excess (deficiency) of revenues over expenditures	(1,302,077)	(869,536)		(1,302,043)
221-38 Transfers In	1,302,077	869,570		1,302,077
221-58 Transfers Out	-	-		-
221-38 Proceeds from issuance of deb	-	-		-
Total other financing sources (uses)	1,302,077	869,570		1,302,077
221 Net change in fund balances	-	34		35
221 Fund Balance (deficit), Beginning	537	537		537
221 Fund Balance (deficit), Ending	537	571		572

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

300 RENEWAL AND REPLACEMENT				
FUND (IN GF; CAPITAL OUTLAYS)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
300-36 Investment Income	-	1,477		1,477
TOTAL REVENUES	-	1,477		1,477
300-59 Capital Outlay	2,784,199	500,890	1,047,144	1,548,033
TOTAL EXPENDITURES	2,784,199	500,890	1,047,144	1,548,033
Excess (deficiency) of revenues over expenditures	(2,784,199)	(499,412)		(1,546,556)
300-38 Transfers In	1,410,814	1,257,318		1,427,589
300-58 Transfers Out	-	-		-
Total other financing sources (uses)	1,410,814	1,257,318		1,427,589
300 Net change in fund balances	(1,373,385)	757,905		(118,967)
300 Fund Balance (deficit), Beginning	1,402,960	1,402,960		1,402,960
300 Fund Balance (deficit), Ending	29,575	2,160,865		1,283,993

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

CITY OF DESTIN

Actuals 10/01/2021 - 05/31/2022

305 GRANT AND GF CAPITAL PROJECT FUND (IN GF; CAPITAL OUTLAYS)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
305-33 Intergovernmental	7,298,208	479,403		5,936,978
305-36 Contributions	30,000	-		30,000
TOTAL REVENUES	7,328,208	479,403		5,966,978
305-59 Capital Outlay	9,011,020	1,258,748	1,121,782	8,428,170
TOTAL EXPENDITURES	9,011,020	1,258,748	1,121,782	8,428,170
Excess (deficiency) of revenues over expenditures	(1,682,812)	(779,345)		(2,461,192)
305-38 Transfers In	1,682,811	448,048		2,461,193
305-58 Transfers Out	-	-		-
Total other financing sources (uses)	1,682,811	448,048		2,461,193
305 Net change in fund balances	(1)	(331,297)		1
305 Fund Balance (deficit), Beginning	(0)	(0)		(0)
305 Fund Balance (deficit), Ending	(1)	(331,298)		0

*FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

315 IMPACT AND OTHER RESTRICTED FUND (RESTRICTED IN GF; CAPITAL OUTLAYS)	FY2022 BUDGET*	FY2022 YTD Actuals	FY2022 ENCUMBRANCES	FY2022 PROJECTION
315-32 Impact Fees	115,500	46,895		85,395
315-32 Licenses and Permits	-	351,864		611,864
315-31 Sales and Use Taxes	231,400	162,012		239,145
315-36 Investment Income	-	2,415		2,415
315-36 Miscellaneous Revenue	500	500		667
TOTAL REVENUES	347,400	563,686		939,486
315-59 Capital Outlay	1,528,935	306,231	338,861	809,283
TOTAL EXPENDITURES	1,528,935	306,231	338,861	809,283
Excess (deficiency) of revenues over expenditures	(1,181,535)	257,455		130,203

CITY OF DESTIN**Actuals 10/01/2021 - 05/31/2022**

315-38 Transfer In Debt Proceeds	-	-	-
315-38 Transfers In	-	-	-
315-58 Transfers Out	-	-	-
Total other financing sources (uses)	-	-	-
315 Net change in fund balances	(1,181,535)	257,455	130,203
315 Fund Balance (deficit), Beginning	3,302,853	3,302,853	3,302,853
315 Fund Balance (deficit), Ending	2,121,318	3,560,308	3,433,056

**FY2022 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: July 1, 2022

SUBJECT: Capital Project Status

I. BACKGROUND: Informational Item Only

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

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2022 0701 Capital Projects

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2021 - July 1, 2022		FY2022 Budget*	YTD Actuals	YTD Encumbrances	FY2022 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.2	EN615	Cross-Town Connector	\$ 3,045,931	\$ 248,261	\$ 431,412	\$ 2,366,259	Ongoing	Atkins working on design and ROW acquisitions. Update for Council scheduled for July 2022.
1.3, 2.2	CM001	Beach Acquisition	4,972,283	64,483	95,364	4,812,437	Ongoing	TDC working on beach park design. Legal and TPL working towards 3rd parcel acquisition.
1.6	EVENT	Multi-Use Convention/Sports/Comm Ctr	-	-	-	-		<i>Funds moved to Council Contingency</i>
1.4, 2.3	UNDER	Undergrounding	608,629	156,930	201,983	249,716	Ongoing	Electric Franchise agreement increment for undergrounding is signed. Utility Consultants of Florida completed opinion of probable cost and recommended phase maps. Survey ordered and requested gulf power input.
1.8	TR621	Transit Trolley	25,000	-	-	25,000	In process	This is being reviewed as part of the mobility study in process with 3TP Ventures.
1.9	MARIN	City Marina	75,000	-	-	75,000	Not Started	Staff need direction on what to research/pursue.
1.7	ANNEX	Annexation Study	10,000	-	-	10,000	In process	Planning staff working with land attorney to summarize the enclave annexation process for an agenda item scheduled for July 2022.
	Renewal & Replacement							
3.2	RR051	General Government	204,752	18,789	3,669	182,295	Ongoing	
3.2	RR052	Public Safety	217,044	1,618	-	215,426	Ongoing	
3.2	RR053	Physical Environment (Stormwater, Cemetery)	295,868	231,600	69,048	(4,780)	Ongoing	Harbor Pump has been rebuilt and re-installed. VFD installed. Repairs and Improvements complete.
1.10, 3.2, 3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1 + GF)	957,727	69,360	439,198	449,169	On Hold	Benning Drive Striping complete; Azalea Dr PO issued; Scenic 98 milling/resurfacing/striping scheduled. A pavement assessment has been completed. Findings to be presented at June 2022 PW/PS committee meeting include Kel-Aire Drive/Kel-Aire Ct and MistyWay/Lakeside Dr. 06/30/22: ACCESS TO ASPHALT DELAYED BY FDOT.
3.2	RR057	Parks and Recreation	681,765	96,268	97,660	487,837	Ongoing	Library AC unit replaced; replaced morgans ice machine; replaced dock decking at Joe's Bayou; replacing a drinking/pet water fountain; replacing com ctr stage; bid request to replace com ctr doors/windows & fix roof leaks.
3.2	RRVEH	Vehicles	523,044	101,499	419,326	2,219	Ongoing	FY22 vehicles/equipment on order include Dump Truck, Brush Chipper, JD410L Loader and two F150s.
	Growth Necessitated & Comp Plan							
	LB002	Library Impact Fee Projects	24,000	2,542	-	21,458		
4.10	NORG1	Norriego Point Road	368,370	27,706	33,794	306,870	Ongoing	Council-approved development order. Jenkins (engineer) is working on parking and road design. Developer's contractor will begin work on the roadway this summer in coordination with FDEP.
	RC004	Park Impact Fee Projects	-	-	-	-		
4.14	SW54	Stormwater Improvements	60,000	-	14,159	45,841		Swales constructed on 3rd and 4th streets, Gulf Shore Drive swales (x2) in process.

1.5, 4.8	TR618	Zerbe-Calhoun Pedestrian Pathway (under the Marler Bridge)	155,932	6,361	149,571	-	Ongoing	Baskerville-Donovan engineering firm presented 60% design. FDOT is not supporting pathway development under the Marler Bridge due to bridge renovation plans and location of critical utility lines. Consider refocus to Stahlman.
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	150,000		Will get quotes to pave/consolidated when FDOT is done using this space for Hwy 98 landscaping project.
3.9	TR620	ADA Transition - Pedestrian Facilities	142,000	18,039	122,605	1,357	Ongoing	Phase 2 underway.
1.10	TR622	General Parking Improvements (FY22 kiosk)	30,000	-	4,426	25,574		
Other Capital Projects								
	CE001	Code Compliance Vessel	41,000	-	7,500	33,500	Completed	Sheriff's office donated a vessel. Code using some of these funds to purchase a trailer for the donated boat. Code Compliance team updating equipment needs list for potential budget transfer.
3.3, 4.7	CRH63	Captain Royal Melvin Heritage Park and Plaza (RESTORE)	878,815	656,428	89,716	132,671	Ongoing	Contracted park construction should be complete by end of June. Irrigation contractor PO in approval process. Landscaping to be started July after construction and irrigation complete.
3.5	CRH64	Harbor CRA Wayfinding Plan Signage	-	-	-	-		See 2023 budget.
4.2	CRH65	Harbor Capacity Study	250,000	250,000	-	-	Ongoing	Contractor procurement is underway for ground surveys and aerial imagery.
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	-	-	-		Grant application for state appropriation in process.
3.5	CRT64	Town Center CRA Wayfinding Plan Signage	-	-	-	-		See 2023 budget.
3.5	TR64	General Wayfinding Plan Signage	100,000	-	-	100,000		Coordinating with TDC.
3.2	IT002	CD Tech Fund Hardware/Software Replacements	75,000	16,168	-	58,832	Ongoing	
	IT003	Other Hardware/Software Replacements	38,779	22,576	-	16,203	Ongoing	
	LB001	Library Tablet Station & Biblioteca RFID and Mobil Ap	27,704	19,246	1,833	6,626	Ongoing	Tablet station is open to public. RFID tagging is complete.
	NPDES	National Pollutant Discharge Elimination System (NPDES)	32,500	16,250	16,250	-	Annual Certification	Choctahatchee Bay Alliance (CBA) completes NPDES certification annually using NPEB (restricted) funds
	PW015	Vehicle WashDown Station	-	-	-	-		
	RC124	Morgan's Children's Park Playground Structure	51,745	-	-	51,745	In Process	Plaground contractor is working on a design (and quote) to best fit our budget.
	RC125	Buck Destin Restrooms	135,000	-	-	135,000	In Process	Location is chosen. Engineering (continuing svcs contractor) is being chosen to do site plan related to stormwater impacts. Reviewing modular options.
4.16	RC127	Pickleball Court	400,000	-	-	400,000		Staff is working to procure space and potential funding assistance.
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	250,000	-	-	250,000		Staff is drafting a tentative layout for an engineering firm to start a design.
	RC129	World's Luckiest Fishing Pond at X-Town Park	-	-	-	-		Future year project.
	RC130	Cultural Facilities Grant Bldg Improvements	-	-	-	-	Cancelled	Grant not awarded.
3.3, 4.11	RC216	Clement Taylor Park Renovations	764,918	-	-	764,918		New Construction Project manager will be tasked to draft construction RFP after closeout of Captain Royal Melvin park project.
	ARP	Infrastructure Project TBD	790,000	8,793	466,959	314,248	Started	One IT Security project and one Stormwater project approved to date.

	TRSAF	Intersection Safety	100,000	17,241	37,470	45,289	Ongoing	
	SW55	Mobile Pumps and Hoses (Flood Prevention)	96,619	83,718	-	12,901	Ongoing	Received (2) 6" pumps and hoses and (1) 4" pump. A 3" pump and hoses is being ordered.
	SALLY	Hurricane Sally Repairs	58,951	57,234	2,457	(740)	Ongoing	Started Sept 2020
	SW53	Stormwater Master Plan	6,148	-	4,023	2,125	Ongoing	Started in 2018 Jenkins Engineering
	XMAS	Christmas Decorations (capital items)	68,160	69,846	-	(1,686)	Complete	
Total Funded Projects			\$ 16,712,685	\$ 2,260,955	\$ 2,708,421	\$ 11,743,310		

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

COUNCIL/ MGMT OBJECTIVE			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
PRIORITY	Citizen/Council Directed							
1.2	EN615	Cross-Town Connector	\$ 2,700,000	\$ -	\$ 1,650,000	\$ 1,650,000	\$ -	\$ 6,000,000
1.3, 2.2	CM001	Beach Acquisition	6,585,000	-	-	-	11,346,132	17,931,132
1.6	EVENT	Multi-Use Convention/Sports/Comm Ctr	75,000	-	-	-	-	75,000
1.4, 2.3	UNDER	Undergrounding	250,000	780,000	375,000	-	-	1,405,000
1.8	TR621	Transit Trolley	25,000	-	-	-	-	25,000
1.9	MARINA	City Marina	75,000	-	-	-	-	75,000
1.7	ANNEX	Annexation Study	10,000	-	-	-	-	10,000
	Renewal & Replacement							
3.2	RR051	General Government	195,000	22,500	51,500	28,500	142,500	440,000
3.2	RR052	Public Safety	217,044	259,544	132,544	128,044	239,500	976,678
3.2	RR053	Physical Environment (Stormwater, Cemetery)	26,307	26,307	26,307	26,307	26,307	131,533
1.10, 3.2, 3.7	RR054	Roads, Sidewalks, Street Lighting (Gas Tax 1)	1,018,000	1,011,667	1,031,667	1,011,667	1,011,667	5,084,667
3.2	RR057	Parks and Recreation	602,751	331,512	537,512	329,512	362,512	2,163,799
3.2	RRVEH	Vehicles	463,427	-	-	-	-	463,427
	Growth Necessitated & Comp Plan							
	LB002	Library Impact Fee Projects	24,000	10,000	120,000	-	-	154,000
4.10	NORG1	Norriego Point Road	350,000	-	-	-	-	350,000
	RC004	Park Impact Fee Projects	-	-	-	-	-	-
4.14	SW54	Stormwater Improvements	60,000	60,000	-	-	-	120,000
1.5, 4.8	TR618	Zerbe-Calhoun Pedestrian Pathway	-	-	-	-	-	-
1.10	TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	-	-	150,000
3.9	TR620	ADA Transition - Pedestrian Facilities	142,000	-	-	-	-	142,000
1.10	TR622	General Parking Improvements (FY22 kiosk)	30,000	75,000	100,000	-	-	205,000
	Other Capital Projects							
	CE001	Code Compliance Vessel	41,000	-	-	-	-	41,000
3.3, 4.7	CRH63	Captain Royal Melvin Heritage Park and Plaza (R	706,530	-	-	-	-	706,530
3.5	CRH64	Harbor CRA Wayfinding Plan Signage	-	150,000	-	-	-	150,000
4.2	CRH65	Harbor Capacity Study	-	-	-	-	-	-
4.15	CRT17	Town Center CRA Easement Trail/Linear Park	-	270,000	50,000	1,000,000	-	1,320,000
3.5	CRT64	Town Center CRA Wayfinding Plan Signage	-	100,000	-	-	-	100,000
3.5	TR64	General Wayfinding Plan Signage	100,000	-	-	-	-	100,000
3.2	IT002	CD Tech Fund Hardware/Software Replacement	75,000	225,000	-	-	-	300,000
	IT003	Other Hardware/Software Replacements	50,000	-	-	100,000	-	150,000

	LB001	Library Tablet Station & Biblioteca RFID and Mo	57,904	-	-	-	-	57,904
	NPDES	National Pollutant Discharge Elimination System	32,500	32,500	32,500	32,500	32,500	162,500
	PW015	Vehicle WashDown Station	-	-	-	-	-	-
	RC124	Morgan's Children's Park Playground Structure	51,745	-	-	-	-	51,745
	RC125	Buck Destin Restrooms	135,000	-	-	-	-	135,000
4.16	RC127	Pickleball Court	400,000	-	-	-	-	400,000
	RC128	Morgan's Bathrooms/Storage/Fieldhouse	250,000	-	-	-	-	250,000
	RC129	World's Luckiest Fishing Pond at X-Town Park	-	-	-	-	-	-
	RC130	Cultural Facilities Grant Bldg Improvements	-	-	-	-	-	-
3.3, 4.11	RC216	Clement Taylor Park Renovations	764,918	-	-	-	-	764,918
	SW55	Mobile Pumps and Hoses (Flood Prevention)	-	-	-	-	-	-
	ARP	Infrastructure Project TBD	790,000	790,000	-	-	-	1,580,000
	TRSAF	Intersection Safety	100,000	-	-	-	-	100,000
Total Projects			\$ 16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$ 13,161,117	\$ 42,271,832

Funding Sources			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
TC CRA	10258500	TOWN CENTER CRA	\$ -	\$ 370,000	\$ 50,000	\$ 1,000,000	\$ -	\$ 1,420,000
Harbor CRA	11058500	HARBOR CRA	-	150,000	150,000	-	-	300,000
Parking Fund	12254500	PARKING FUND	126,000	95,667	120,667	20,667	20,667	383,667
Tech Fund	12552329	TECHNOLOGY FUND	-	-	-	-	-	-
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	-	-	-	-	-	-
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	250,000	780,000	225,000	-	-	1,255,000
Oka 1/2 Penny	12957231	OKA 1/2 BEACH ACQ	2,699,850	-	-	-	4,651,914	7,351,764
Gas Taxes	30054131	GAS TAX#1 RR ROADS	440,000	509,000	509,000	509,000	509,000	2,476,000
Half Cent	30058585	RR GENERAL	1,986,529	1,121,863	1,249,863	994,363	1,252,819	6,605,437
Grant	30553833	FL DEM STRMWTR GRANT	-	-	-	-	-	-
Grant	30554133	FDOT TRIP GRANT	2,700,000	-	-	-	-	2,700,000
Grant	30554137	OKA BOCC X-TOWN GRANT	-	-	1,650,000	1,650,000	-	3,300,000
Grant	30557133	LIBRARY/MUSEUM GRANTS	57,904	-	-	-	-	57,904
Grant	30557233	RESTORE PARK GRANT	1,286,448	-	-	-	-	1,286,448
Grant	30557237	TDC BEACH ACQ GRANT	3,885,150	-	-	-	6,694,218	10,579,368
General Fund	30558500	GENERAL FUND	1,205,700	225,000	-	100,000	-	1,530,700
Impact Fees	31552000	POLICE IMPACT FEES	11,300	-	-	-	-	11,300
Impact Fees	31553732	NPEB IMPACT FEES	36,500	32,500	32,500	32,500	32,500	166,500
Grant	31553833	STORMWATER	60,000	60,000	-	-	-	120,000
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	150,000	-	-	-	-	150,000
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	142,000	-	-	-	-	142,000

Impact Fees	31554132	ROAD IMPACT FEES	350,000	-	-	-	-	350,000
Impact Fees	31557132	LIBRARY IMPACT FEES	24,000	10,000	120,000	-	-	154,000
Impact Fees	31557232	PARK IMPACT FEES	325,000	-	-	-	-	325,000
Grant	31557236	MORGANS KID PARK GRANT	26,745	-	-	-	-	26,745
Grant	30555900	AMERICAN RESCUE PLAN	790,000	790,000	-	-	-	1,580,000
Total Sources			\$ 16,553,126	\$ 4,144,030	\$ 4,107,030	\$ 4,306,530	\$ 13,161,117	\$ 42,271,832

*30558500 GF CIP PROJECTS includes General Fund excess cash balances

		5-Year Capital Budget Amount
Council Objectives		
1.1	Offer livable wages & benefits to attract and maintain high caliber, quality staff	\$ 355,000
1.2	Complete two-lane Crosstown Connector	6,000,000
1.3	Public Beachfront acquisition initiative	17,931,132
1.4	Underground Utilities	1,405,000
1.5	Zerbe St/Calhoun Ave Phase II - Design pedestrian pathway under Marler Bridge	-
1.6	Research viability of Multi-use Convention/Sports/Community Center (phase 1 Feasibility study)	75,000
1.7	Annexation of unincorporated enclaves	10,000
1.8	Transit/Trolley system	25,000
1.9	City Marina (phase 1 Feasibility Study)	75,000
1.10	Improve parking	355,000
1.11	Beach re-nourishment, planning and scheduling	-
Management Objectives		
2.1-2.8	These are management-related, not capital project related	-
Management in Progress		
3.1	Memorialize institutional knowledge	-
3.2	Plan for renewal and replacement of city facilities and infrastructure	4,475,437
3.3	Monitor RESTORE Act grants	-
3.4	Implement enhanced signage control	-
3.5	Develop/implement wayfinding program	350,000
3.6	Update golf cart/low speed vehicle rules	-
3.7	Implement a roadway striping program	5,084,667
3.8	Provide training to Board and Committee members	-
3.9	Improve sidewalks (wider, more walkable)	142,000
3.10	Enforce residential boat and RV parking regulations	-
3.11	Monitor beach cleaning with Okaloosa County	-
3.12	Redevelopment (citywide)	-
3.13	Reestablish environmental committee	-
Major Projects		
4.1	Implement and manage COMPASS software	-
4.2	Harbor Capacity Study (USACE)	-
4.3	Land Development Code revision	-
4.4	Impact Fee Study	-
4.5	Building Permit Fee Study	-
4.6	Update BTR Fee Schedule and processes	-
4.7	Construction of Capt Royal Melvin Heritage Park	706,530
4.8	Zerbe St/Calhoun Ave Phase II - Design pedestrian pathway under Marler Bridge	-
4.9	Hwy 98 Median Improvement project (w/FDOT)	-
4.10	Norriego Point Recreation components (w/FDEP)	350,000
4.11	Renovate Clement Taylor Park	764,918

4.12	Redevelop Joe's Bayou Recreation Area (w/FDEP)	-
4.13	Continuity of streetlights/Conversion to LEDs	-
4.14	Implement prioritized stormwater improvements based on the Stormwater Master Plan	120,000
4.15	Design and construct Gulf Power Easement Trail/Linear Park	1,320,000
4.16	Design and construct pickleball courts	400,000
	TOTAL	<u>\$ 39,944,683</u>

TOTAL FY2022-2026 CAPITAL BUDGET \$ 42,271,832
% FOR COUNCIL OBJECTIVES 94%

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 3.F.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: July 1, 2022

SUBJECT: DO-20-02 The Charles Final Plat Approval

I. BACKGROUND:

On November 5, 2019, the subject Development Order was issued for the platting and the construction of one hundred ninety-two (192) long-term multi-family residential units along with the associated infrastructure, including the final extension of Mattie M. Kelly Boulevard South. The associated Parcel IDs are **00-2S-22-0000-0013-0190** and **00-2S-22-0000-0013-019A**.

II. DISCUSSION:

The applicant is requesting Final Plat approval for the subject development, as approved by the City Council on November 4, 2019. The submitted Final Plat is in conformance with the Preliminary Plat, which was also approved by Council on November 4, 2019.

*Per **Section 2.19.03, City of Destin Land Development Code (LDC)**, where proposed major development includes the subdivision or re-subdivision of land and the dedication of right-of-way, final approval of such subdivision or re-subdivision shall be made by the City Council in accordance with this Code and general law. Upon receiving the recommendation of the technical review committee, the City Council will consider the subdivision for approval.*

COMPREHENSIVE PLAN CONSISTENCY: The proposed project is consistent with **Comprehensive Plan Policy 1-2.4.3: MU Future Land Use Element, Policy 3-1.3.4: Provide for the Inclusion of Diverse Housing Types, & Policy 3-1.3.9: Provide for Available Diversity in Housing Type and Tenure.**

A. Link to Strategic Goals / Objectives: 1) Economic Development and Revitalization

B. Effect on Budget (EOB): There is no anticipated effect on the budget.

C. Level of Service (LOS): The approved traffic analysis states that the project is estimated to generate 83 tentative PM peak trips. However, the completion of Mattie M. Kelly Boulevard South will increase the connectivity of the surrounding area, therefore improving the surrounding LOS.

D. Legislative Sponsor:

III. CONCLUSION: On November 4, 2019, The Charles (19-14-SP and 19-15-MS) was approved by City Council. Consequently, the Development Order (DO-20-02) was issued on November 5, 2019. To satisfy ***LDC Section 2.19.03***, the applicant is now requesting Final Plat Approval from the City Council. The submitted Final Plat is in conformance with the approved Preliminary Plat.

Staff recommends Final Plat approval for The Charles (DO-20-02).

IV. RECOMMENDED MOTION:

I move that the City Council recommend final plat approval for The Charles (DO-20-02).

Attachments:

1. The Charles Preliminary Plat
2. Invoice Binder Arris Destin
3. FINAL DO-20-02 The Charles
4. Estimate of Roadway Completions to Date
5. Destin release of plat
6. Charles Remaining Improvements Estimate
7. Arris Destin Construction Loan Agreement
8. 02_THE CHARLES-Stamped

CONTRACTOR'S APPLICATION FOR PAYMENT**CONTRACTOR:** Arris Manufacturing, LLC**PROJECT:** The Charles**APPLICATION NO:** 13

Distribution to:

PERIOD TO: 04/30/22

(X) CONTRACTOR

PROJECT NO.:

() SUBCONTRACTOR

Owner: Arris Destin, LLC**CONTRACT DATE:** 3/11/2020**CONTRACT FOR:** Modular Assembly & Delivery Contract

The undersigned Contractor certifies that the Work performed and the materials supplied to date, as itemized above, represent the actual value of Work accomplished by the Contractor, has been completed in accordance with the Contract Documents, and the Amount Due This Payment Request as shown herein is now due. Contractor further certifies that it has complied with Federal, State, and local laws, including, but not limited to, Social Security laws, Unemployment Compensation laws, and Worker's Compensation laws insofar as applicable to the performance of this Contract.

CONTRACTOR'S APPLICATION FOR PAYMENT

01	ORIGINAL CONTRACT SUM:	<u>\$ 19,740,000.00</u>
02	Net Change by Approved Change Orders:	<u>\$ 2,000,000.00</u>
03	CONTRACT SUM TO DATE: (Line 1 + Line 2)	<u>\$ 21,740,000.00</u>
04	TOTAL COMPLETED & STORED TO DATE:	<u>\$ 21,721,344.17</u>
05	RETAINAGE:	
a.	Varies of Completed Work	<u>\$ 434,886.91</u>
TOTAL RETAINAGE:		<u>\$ 434,886.91</u>
06	TOTAL EARNED LESS RETAINAGE:	<u>\$ 21,286,457.26</u>
07	LESS PREVIOUS CERTIFICATES:	<u>\$ 21,157,982.58</u>
08	CURRENT PAYMENT DUE:	<u>\$ 128,474.68</u>
09	BALANCE TO FINISH + RETAINAGE:	<u>\$ 453,542.74</u>

IN WITNESS WHEREOFF, Contractor has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer on the 2nd day of

May, 2022

(Signature)



CONTRACTOR

Arris Manufacturing, LLC

TITLE

Vice President

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Signature)

Architect

TITLE

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved in prior months:	2,000,000.00	\$ -
Approved in this month:	-	\$ -
TOTALS:	2,000,000.00	\$ -
NET CHANGE by CHANGE ORDERS:		\$ 2,000,000.00

Contractor: Arris Manufacturing Project: The Charles								Date: 4/30/2022 Requisition: 13					13 Backup
Item No.	Item Description	Scheduled Value	Previous Changes	Current Changes	Revised Value	Previous Applications	This Application	Total Completed & Drawn to Date	% Complete	Retainage Previous Pay Apps	Retainage This Pay App	Total Retainage	Balance to Finish + Retainage
USES	Acquisition Costs:												
1	Box Cost Leaving the Factory	11,740,000.00			11,740,000.00	11,740,000.00	-	11,740,000.00	100%		-	-	-
2	644,000.00		27,078.00		671,078.00	671,078.00	-	671,078.00	100%		-	-	-
3	Transportation	1,105,000.00	180,450.52		1,285,450.52	1,285,450.52	-	1,285,450.52	100%	67,107.80		67,107.80	67,107.80
4	Clubhouse - Factory	200,000.00	315,691.95	-	515,691.95	515,691.95	-	515,691.95	100%	27,874.21	-	27,874.21	27,874.21
5	Cabinets and Countertops Materials Allowance	444,000.00	(208,578.48)		235,421.52	235,421.52	-	235,421.52	100%		-	-	-
6	On Site Transportation	37,000.00	(25,750.00)		11,250.00	11,225.00	-	11,225.00	100%		-	-	25.00
7	Roof Shingles	154,000.00	28,069.95		182,069.95	182,069.95	-	182,069.95	100%		-	-	-
7a	Roof Shingle Labor	0.00			80,480.00	80,480.00	-	80,480.00	100%		-	8,048.00	8,048.00
7b	Roof TPO	0.00			54,600.00	54,600.00	-	54,600.00	100%		-	5,460.00	5,460.00
8	Blow in Insulation	77,000.00	(20,730.00)		56,270.00	56,270.00	-	56,270.00	100%		-	5,627.00	5,627.00
9	Roof Truss Material	531,000.00	720,914.32		1,251,914.32	1,251,914.32	-	1,251,914.32	100%		-	-	0.00
9a	Roof Truss Labor	0.00	170,000.00		170,000.00	170,000.00	-	170,000.00	100%		-	17,000.00	17,000.00
10	Gutters	72,000.00	-		72,000.00	72,000.00	-	72,000.00	100%		-	7,200.00	7,200.00
11	Siding	480,000.00	(30,557.35)	-	449,442.65	449,442.65	-	449,442.65	100%		-	-	-
11a	Siding Labor				412,640.00	412,640.00	-	412,640.00	100%		-	41,264.00	41,264.00
12	Plumbing	125,000.00	24,133.60	-	149,133.60	149,133.60	-	149,133.60	100%		-	14,913.36	14,913.36
13	Pull Line Sets and Wire	38,000.00	(38,000.00)	-	-	-	-	-			-	-	-
14	Water Submersers	29,000.00	(29,000.00)	-	-	-	-	-			-	-	-
15	Electrical	317,000.00	327,926.39	-	644,926.39	612,680.07	32,246.32	644,926.39	100%	61,268.02	3,224.63	64,492.65	64,492.65
16	Mechanical- condenser and labor	307,000.00	(87,000.00)	-	220,000.00	191,880.00	28,120.00	220,000.00	100%	21,862.70	2,812.00	24,674.70	24,674.70
16a	Mechanical - Materials	0.00	228,280.05	-	228,280.05	228,280.05	-	228,280.05	100%		-	-	-
17	Sill Plate Material	91,000.00	64,572.03	-	155,572.03	155,572.03	-	155,572.03	100%		-	-	0.00
17a	Sill Plate Labor	0.00	42,500.00	-	42,500.00	42,500.00	-	42,500.00	100%		-	4,250.00	4,250.00
18	Breezeway Stairs and Rails	196,000.00	(81,530.23)	-	114,469.77	114,469.77	-	114,469.77	100%		-	-	0.00
18a	Breezeway Stairs Labor	0.00			-	-	-	-			-	-	-
19	Breezeway Rail	31,000.00	(20,923.90)	-	10,076.10	10,076.10	-	10,076.10	100%		-	-	0.00
20	Balcony Rail Materials	70,000.00	(43,298.26)	-	26,701.74	26,701.74	-	26,701.74	100%		-	-	-
20.1	Balcony Rail Labor	0.00	38,400.00	-	38,400.00	33,600.00	4,800.00	38,400.00	100%	3,360.00	480.00	3,840.00	3,840.00
20a	Balcony Install	0.00	33,600.00	-	33,600.00	33,600.00	-	33,600.00	100%		-	3,360.00	3,360.00
20.2	Patio Footings	0.00	53,030.55	-	53,030.55	53,030.55	-	53,030.55	100%		-	5,303.06	5,303.06
20b	Balcony Decking	0.00	106,233.58	-	106,233.58	106,233.58	-	106,233.58	100%		-	-	0.00
21	Breezeway Decking Trusses	256,000.00	(1,617.53)	-	254,382.47	254,382.47	-	254,382.47	100%		-	-	0.00
21a	Breezeway Labor	0.00	76,800.00	-	76,800.00	76,800.00	-	76,800.00	100%		-	7,230.00	7,230.00
22	Termite Protection	26,000.00	(15,139.10)	-	10,860.90	10,860.90	-	10,860.90	100%		-	1,086.10	1,086.10
23	Breezeway Light Weight Concrete	204,000.00	113,686.00	-	317,686.00	317,686.00	-	317,686.00	100%		-	31,768.60	31,768.60
24	Dog House	25,000.00	(23,945.41)	-	1,054.59	1,054.59	-	1,054.59	100%		-	-	0.00
25	Fire Alarm System	115,000.00	(115,000.00)	-	-	-	-	-			-	-	-
26	Fire Extinguisher	9,000.00	(9,000.00)	-	-	-	-	-			-	-	-
27	Survey Communication	5,000.00	(5,000.00)	-	-	-	-	-			-	-	-
28	Sprinkler	75,000.00		-	75,000.00	75,000.00	-	75,000.00	100%		-	7,500.00	7,500.00
29	Painting	154,000.00	(120,000.00)	-	34,000.00	33,875.61	-	33,875.61	100%		-	-	124.39
29a	Painting Labor		96,000.00	-	96,000.00	96,000.00	-	96,000.00	100%		-	19,200.00	19,200.00
30	Unit Punch	494,000.00	(169,493.21)	-	324,506.79	217,750.36	88,250.00	306,000.36	94%	21,775.03	8,825.00	28,800.00	28,800.00
30a	Unit Punch Materials			-			-				-	30,600.03	49,106.46
31	Allowance for Cabinets and Countertops Install	150,000.00	(150,000.00)	-	-	-	-	-			-	-	-
32	Final Clean	58,000.00	(58,000.00)	-	-	-	-	-			-	-	-
33	Pressure Wash	10,000.00	(10,000.00)	-	-	-	-	-			-	-	-
34	Crane Rental	192,000.00	239,912.69	-	431,912.69	431,912.69	-	431,912.69	100%		-	2,520.00	2,520.00
35	Set Crew - Stacking	165,000.00	18,600.00	-	183,600.00	183,600.00	-	183,600.00	100%		-	15,840.00	15,840.00
36	Fastening Equipment	43,000.00	138,114.85	-	181,114.85	181,114.85	-	181,114.85	100%		-	-	0.00
36a	Contractor Housing	0.00	24,000.00	-	24,000.00	24,000.00	-	24,000.00	100%		-	2,400.00	2,400.00
37	Onsite Management	309,000.00	198,131.40	-	507,131.40	507,131.40	-	507,131.40	100%		-	-	0.00
38	GC Fee	302,000.00	(302,000.00)	-	-	-	-	-			-	-	-
39	Clubhouse Assembly - Site	350,000.00	(282,725.95)	-	67,274.05	67,274.05	-	67,274.05	100%		-	6,727.41	6,727.41
39a	Warranty Repairs	0.00	33,503.54	-	33,503.54	33,503.54	-	33,503.54	100%		-	-	-
40	Bonding	110,000.00	(60.00)	-	109,940.00	109,940.00	-	109,940.00	100%		-	-	-
SUBTOTAL		19,740,000.00	2,000,000.00	-	21,740,000.00	21,567,927.86	153,416.32	21,721,344.17	100%	409,945.28	24,941.63	434,886.91	453,542.74

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Arris Manufacturing, LLC

Name of Customer: Arris Destin, LLC

Job Location: Destin, Florida and Clio, SC

Owner: Arris Destin, LLC

Through Date: 5/02/2022

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

Amount of Payment: **\$128,474.68**

Payable to: Arris Manufacturing, LLC

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: 

Claimant's Title: Vice President

Date of Signature: 5/02/2022

TO OWNER:
Arris Destin, LLC
3340 Peachtree Road
Atlanta, Ga 30326

PROJECT: **The Charles**
1021 US HWY 98
Destin FL 30326

APPLICATION NO: **14**

APPLICATION DATE: **April 27, 2022**

PERIOD TO: **April 30, 2022**

SUBCONTRACT #:

JOB #

FROM CONTRACTOR:

DIG Earthworks, LLC
4494 Acworth Industrial Dr NW, #103
Acworth, Ga 30101

VENDOR # **DIG001**

CONTRACT FOR: **NEW CONSTRUCTION**

CONTRACT DATE: **March 13, 2020**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$2,730,736.41
2. Net change by Change Orders	\$812,752.80
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$3,543,489.21
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$3,543,489.21
5. RETAINAGE:	
a. <u>10%</u> % of Completed Work (DIV 1 - 17)	\$354,348.92
b. <u>10%</u> % of Stored Materials Approved in lieu of Cash Flow Deficit	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$3,189,140.29
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,162,095.29
8. CURRENT PAYMENT DUE	\$27,045.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$354,348.92

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Owner Documents, that all amounts have been paid by payments received from the Owner, and that current payment shown herein is now due. Contractor, by executing below, agrees that there are no outstanding change orders as of this Payment Application other than as listed in the attached. Contractor confirms the amount of work in place per the schedule of values outlined on the continuation sheet. Contractor confirms the remaining contract payments as of this Application. The party executing below is a duly authorized member of the Contractor's entity. Contractor confirms that Interim Lien Waivers for this pay request amount have been provided in notarized form. Contractor confirms that Unconditional Lien Waiver for funds received to date have been provided in notarized form.

CONTRACTOR: Dig Earthworks, LLC
 By: Anthony Scott Date: _____
 State of GA County of Cobb
 Subscribed and sworn to before me on _____
 Notary Public: Kelsandra Johnson
 Commission Expires: 11-18-2023

CHANGE ORDER SUMMARY		
No.	Description	Amount
1	CO-1 Building Slab Undercut	\$89,840.00
2	CO-2 Accelerated cost for Utility Crew	\$44,346.79
3	CO-3 Remove unsuitable soil	\$37,959.22
4	CO-4 Additional Lime Rock Base	\$38,187.50
5	02-42 Conduit and Sleeving	\$98,000.00
6	Construct 2 staging lanes	\$14,755.00
7	Construct entrance road	\$13,260.00
8	Import limerock to extend Mattie Kelly	\$13,832.00
9	Revised Retaining Wall - Structural revision	\$86,747.30
10	Install sheet pile wall	\$108,946.95
11	Curb and Pond Revision	\$79,914.90
12	Roof Drains	\$72,734.09
13	Staging Area	\$38,676.95
14	Site Repairs	\$75,552.10
	Total	\$812,752.80



CONTINUATION SHEET

The Charles 1021 US HWY 98 Destin FL 30326 DIG Earthworks, LLC 4494 Acworth Industrial Dr NW, #103 Acworth, Ga 30101 APPLICATION NO: 14 APPLICATION DATE: 04/27/2022 PERIOD TO: 04/30/2022 SUBCONTRACT NO: JOB #: The Charles											
A COST CODE	B DESCRIPTION OF WORK	C ORIGINAL SCHEDULED VALUE BASED ON SUBCONTRACT	D CHANGE ORDERS	E REVISED SCHEDULED VALUE (C + D)	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN F OR G)	I TOTAL COMPLETED AND STORED TO DATE (F + G + H)	J % (I ÷ E)	K BALANCE TO FINISH (E - I)	L RETAINAGE (IF VARIABLE RATE)
					FROM PREVIOUS APPLICATION (F + G)	THIS PERIOD					
01-00	General Conditions	\$85,140.00		\$85,140.00	\$85,140.00			\$85,140.00	100.0%	\$0.00	\$8,514.00
02-10	Erosion	\$62,376.00		\$62,376.00	\$62,376.00			\$62,376.00	100.0%	\$0.00	\$6,237.60
02-20	Demolition	\$4,548.00		\$4,548.00	\$4,548.00			\$4,548.00	100.0%	\$0.00	\$454.80
02-30	Earthwork	\$685,695.00		\$685,695.00	\$685,695.00			\$685,695.00	100.0%	\$0.00	\$68,569.50
02-40	Storm Drainage	\$180,364.35		\$180,364.35	\$180,364.35			\$180,364.35	100.0%	\$0.00	\$18,036.44
02-41	Roof Drains (pending)	\$0.00									
02-50	Sanitary Sewer	\$245,081.52		\$245,081.52	\$245,081.52			\$245,081.52	100.0%	\$0.00	\$24,508.15
02-60	Potable Water	\$64,067.52		\$64,067.52	\$64,067.52			\$64,067.52	100.0%	\$0.00	\$6,406.75
02-61	Fire Line	\$289,474.61		\$289,474.61	\$289,474.61			\$289,474.61	100.0%	\$0.00	\$28,947.46
02-70	Asphalt Paving	\$448,820.00		\$448,820.00	\$428,820.00	\$20,000.00		\$448,820.00	100.0%	\$0.00	\$44,882.00
02-71	Asphalt Road Base	\$218,742.50		\$218,742.50	\$218,742.50			\$218,742.50	100.0%	\$0.00	\$21,874.25
03-19	Trash Enclosure	\$22,391.15		\$22,391.15	\$22,391.15			\$22,391.15	100.0%	\$0.00	\$2,239.12
03-21	Concrete Curbing	\$125,087.50		\$125,087.50	\$125,087.50			\$125,087.50	100.0%	\$0.00	\$12,508.75
03-30	Concrete Flat Work	\$176,898.26		\$176,898.26	\$166,898.26	\$10,000.00		\$176,898.26	100.0%	\$0.00	\$17,689.83
03-81	Retaining Walls	\$122,050.00		\$122,050.00	\$122,000.00	\$50.00		\$122,050.00	100.0%	\$0.00	\$12,205.00
CO-9180-873	Building Slab Undercut		\$89,840.00	\$89,840.00	\$89,840.00			\$89,840.00	100.0%	\$0.00	\$8,984.00
CO-9180-885	Accelerated cost for Utility Crew		\$44,346.79	\$44,346.79	\$44,346.79			\$44,346.79	100.0%	\$0.00	\$4,434.68
CO-9180-888	Remove Unsuitable Soil		\$37,959.22	\$37,959.22	\$37,959.22			\$37,959.22	100.0%	\$0.00	\$3,795.92
CO-9180-914	Additional Lime Rock Base		\$38,187.50	\$38,187.50	\$38,187.50			\$38,187.50	100.0%	\$0.00	\$3,818.75
CO-9180-946	Conduit and Sleeving		\$98,000.00	\$98,000.00	\$98,000.00			\$98,000.00	100.0%	\$0.00	\$9,800.00
CO-9180-924	Construct 2 staging lans		\$14,755.00	\$14,755.00	\$14,755.00			\$14,755.00	100.0%	\$0.00	\$1,475.50
CO-9180-922	Construct entrance road		\$13,260.00	\$13,260.00	\$13,260.00			\$13,260.00	100.0%	\$0.00	\$1,326.00
CO-9180-938	Import limerock to extend Mattie Kelly		\$13,832.00	\$13,832.00	\$13,832.00			\$13,832.00	100.0%	\$0.00	\$1,383.20
CO-9180-858	Revised Retaining Wall - Structural revision		\$86,747.30	\$86,747.30	\$86,747.30			\$86,747.30	100.0%	\$0.00	\$8,674.73
CO-9180-941	Install sheet pile wall		\$108,946.95	\$108,946.95	\$108,946.95			\$108,946.95	100.0%	\$0.00	\$10,894.70
CO-9180-950	Curb and Pond Revision		\$79,914.90	\$79,914.90	\$79,914.90			\$79,914.90	100.0%	\$0.00	\$7,991.49
CO-9180-959	Roof Drains		\$72,734.09	\$72,734.09	\$72,734.09			\$72,734.09	100.0%	\$0.00	\$7,273.41
CO-9180-966	Staging Area		\$38,676.95	\$38,676.95	\$38,676.95			\$38,676.95	100.0%	\$0.00	\$3,867.70
CO-9180-1076	Site Repairs Phase 01		\$75,552.10	\$75,552.10	\$75,552.10			\$75,552.10	100.0%	\$0.00	\$7,555.21
		\$2,730,736.41	\$812,752.80	\$3,543,489.21	\$3,513,439.21	\$30,050.00	\$0.00	\$3,543,489.21	100.0%	\$0.00	\$354,348.92

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF FOUR PAGES

TO SUBCONTRACTOR:

GCL SERVICES, LLC

P.O. BOX 9522

MOBILE, AL 36691

PROJECT: Aris Destin

Destin Florida

FROM CONTRACTOR:

Buckhaven Construction Services

6753 Jones Mill Ct. - Suite A

Norcross, Ga 30092

CONTRACT #

CONTRACT FOR: GENERAL CONSTRUCTION

PERIOD TO:

01/15/22

PROJECT NO:

CONTRACT DATE:

APPLICATION NO: 6

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☒ SUBCONTRACTOR

☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM \$ 239,716.00
 2. Net change by Change Orders \$ 39,620.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 279,336.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 276,803.25

5. RETAINAGE: \$21,680.33
 a. 10 % of Completed Work (Column D + E on G703)
 b. 10 % of Stored Material (Column F on G703) \$-00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 21,680.33

6. TOTAL EARNED LESS RETAINAGE \$ 195,122.93
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Pay Application) \$ 169,712.78
 8. CURRENT PAYMENT DUE (Line 6 less Line 7) \$ 25,410.15
 9. BALANCE TO FINISH, INCLUDING RETAINA (Line 3 less Line 6) \$ 84,213.08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$35,870.00	\$0.00
Total approved this Month	\$3,750.00	
TOTALS	\$39,620.00	\$0.00
NET CHANGES by Change Order	\$39,620.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Buckhaven Construction Services

By: *David Sugar* Date: 1-17-2022

State of: Alabama County of Mobile
 Subscribed and sworn to before me this day of
 Notary Public: *Shirley Day*
 My Commission expires: 11/13/22

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 25,410.15

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified ARCHITECT.)

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the subcontractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner, Contractor or Subcontractor under this Contract.

Rick Glisson

SCHEDULE OF VALUES

Deslin Modular Project

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6

APPLICATION DATE: 01/15/22

PERIOD TO: 01/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				% (G + C)			
1	<u>Irrigation</u>									
2	Bldg 1000	\$9,375.00					0.00%		\$9,375.00	\$0.00
3	Bldg 2000	\$9,375.00	\$3,720.00				39.68%		\$5,655.00	\$372.00
4	Bldg 3000	\$9,375.00	\$9,375.00				100.00%		\$0.00	\$937.50
5	Bldg 4000	\$9,375.00	\$9,375.00				100.00%		\$0.00	\$937.50
6	Bldg 5000	\$9,375.00	\$9,375.00				100.00%		\$0.00	\$937.50
7	Bldg 6000	\$9,375.00	\$9,375.00				100.00%		\$0.00	\$937.50
8	Clubhouse & Pool	\$10,880.00	\$10,880.00				100.00%		\$0.00	\$1,088.00
9	<u>Trees & Shrubs</u>									
10	Bldg 1000	\$13,382.50					0.00%		\$13,382.50	\$0.00
11	Bldg 2000	\$20,560.00			\$10,500.00		51.07%		\$10,060.00	\$1,050.00
12	Bldg 3000	\$14,110.00	\$14,110.00				100.00%		\$0.00	\$1,411.00
13	Bldg 4000	\$10,570.00	\$10,570.00				100.00%		\$0.00	\$1,057.00
14	Bldg 5000	\$12,155.00	\$12,155.00				100.00%		\$0.00	\$1,215.50
15	Bldg 6000	\$17,245.00	\$17,245.00				100.00%		\$0.00	\$1,724.50
16	Clubhouse & Pool	\$19,180.00	\$9,000.00		\$10,180.00		100.00%		\$0.00	\$1,918.00
17	<u>Groundcover Plants / Mulch / Perennials</u>									
18	Bldg 1000	\$2,506.00					0.00%		\$2,506.00	\$0.00
19	Bldg 2000	\$2,741.50					0.00%		\$2,741.50	\$0.00
20	Bldg 3000	\$3,302.50	\$3,302.50				100.00%		\$0.00	\$330.25
21	Bldg 4000	\$2,372.50	\$2,372.50				100.00%		\$0.00	\$237.25
22	Bldg 5000	\$3,089.25	\$3,089.25				100.00%		\$0.00	\$308.93
23	Bldg 6000	\$6,525.00	\$6,525.00				100.00%		\$0.00	\$652.50
24	Clubhouse & Pool	\$4,580.25	\$2,500.00				54.58%		\$2,080.25	\$250.00

SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6

APPLICATION DATE: 01/15/22

PERIOD TO: 01/15/22

CONTRACTOR'S PROJECT NO:

Use Column I on Contracts where Variate Retainage for the items they apply.										
A	B	C	D		E	F	G		H	I
Item #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	(G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
25	<u>SOD</u>									
26	Bldg 1000	\$2,542.50				\$0.00	0.00%		\$2,542.50	\$0.00
27	Bldg 2000	\$12,618.50		\$2,618.50		\$2,618.50	20.75%		\$10,000.00	\$261.85
28	Bldg 3000	\$6,310.40		\$6,310.40		\$6,310.40	100.00%		\$0.00	\$631.04
29	Bldg 4000	\$4,425.90		\$4,425.90		\$4,425.90	100.00%		\$0.00	\$442.59
30	Bldg 5000	\$4,785.70		\$4,785.70		\$4,785.70	100.00%		\$0.00	\$478.57
31	Bldg 6000	\$8,398.50		\$8,398.50		\$8,398.50	100.00%		\$0.00	\$839.85
32	Clubhouse & Pool	\$1,185.00		\$1,185.00		\$1,185.00	100.00%		\$0.00	\$118.50
33										
34	CO#1 - FOB DOWNSPOUTS									
35	Bldg 1000	\$1,970.00				\$0.00	0.00%		\$1,970.00	\$0.00
36	Bldg 2000	\$2,220.00				\$0.00	0.00%		\$2,220.00	\$0.00
37	Bldg 3000	\$1,970.00		\$1,970.00		\$1,970.00	100.00%		\$0.00	\$197.00
38	Bldg 4000	\$1,970.00		\$1,970.00		\$1,970.00	100.00%		\$0.00	\$197.00
39	Bldg 5000	\$1,970.00		\$1,970.00		\$1,970.00	100.00%		\$0.00	\$197.00
40	Bldg 6000	\$2,970.00		\$2,970.00		\$2,970.00	100.00%		\$0.00	\$297.00
41										
42	CO#2 - BLDG 3000									
43		\$3,650.00		\$3,650.00		\$3,650.00	100.00%		\$0.00	\$365.00
44	CO#3 -									
45	Bldg 4000 - Downspouts & River Rock	\$2,300.00		\$2,300.00		\$2,300.00	100.00%		\$0.00	\$230.00
46	Bldg 5000 - 6000 - Additional Sod	\$4,050.00		\$4,050.00		\$4,050.00	100.00%		\$0.00	\$405.00
47	Bldg 6000 - Downspouts & River Rock	\$1,500.00		\$1,500.00		\$1,500.00	100.00%		\$0.00	\$150.00

SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6

APPLICATION DATE: 01/15/22

PERIOD TO: 01/15/22

CONTRACTOR'S PROJECT NO:

A	B	C	D		E	F	G		H	I
Item #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
48	CHANGE ORDER #4									
49	Downspouts - Bldg 5000	\$800.00	\$800.00			\$800.00	100.00%	\$0.00	\$80.00	
50	River Rock - Bldg 5000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00	
51	Sod - Bldg 1000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00	
52	Sod - Bldg 2000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00	
53	Sod - Bldg 3000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00	
54	Sod - Bldg 4000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00	
55	Sod - Bldg 5000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00	
56	Sod - Bldg 6000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00	
57										
58	CHANGE ORDER #5									
59	Irrigation System - BP Gate Valves	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00	
60	Cleanup of Back Property Line	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00	
61	Reinstall Pavers	\$750.00		\$750.00		\$750.00	100.00%	\$0.00	\$75.00	
62										
63										
64										
65										
66										
67										
68										
69										
	Totals	\$279,336.00	\$188,569.75	\$28,233.50	\$0.00	\$216,803.25	81%	\$62,532.75	\$21,680.33	



17-Jan-22

Buckhaven Construction Services, Inc.
6573 Jones Mill Rd., Suite A
Norcross, GA 30092

Re: Aris Destin
1015 US Hwy 98
Destin, FL 32541

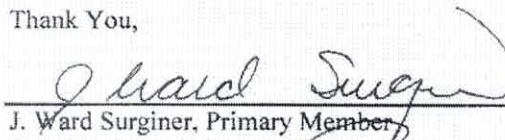
CHANGE ORDER REQUEST #5

- Add:
Temporary Power Source for Irrigation System -
Installed 12 Battery Pack Gate Valves due to no power available
Approved by George, to keep plant materials alive until permanent power available \$125.00/ea \$ 1,500.00
- Add:
Cleanup of back property line
Includes all labor and equipment necessary \$ 1,500.00
- Add:
Additional paver work - Remove and Reinstall pavers \$ 750.00
Labor only

Total of this Change Order Request: \$ 3,750.00
Contract Amount prior to this Change Order Request: \$275,586.00
Contract Total with this Change Order: \$279,336.00

Prices include all labor, materials, and equipment to install

Thank You,



J. Ward Surginer, Primary Member
GCL Services, LLC

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE ONE OF FOUR PAGES

TO SUBCONTRACTOR:

PROJECT: Aris Destin
Destin Florida

GCL SERVICES, LLC
P.O. BOX 9522
MOBILE, AL 36691

FROM CONTRACTOR:

Buckhaven Construction Services

6753 Jones Mill Ct. - Suite A

Norcross, Ga 30092

CONTRACT FOR: GENERAL CONSTRUCTION

CONTRACT #

APPLICATION NO: 7

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☒ SUBCONTRACTOR

☐ OTHER

PERIOD TO: 02/15/22

PROJECT NO:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM \$ 239,716.00
2. Net change by Change Orders \$ 49,620.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 289,336.00
4. TOTAL COMPLETED & STORED TO \$ 235,905.50
DATE (Column G on G703)

5. RETAINAGE: 10 % of Completed Work \$ 23,590.55
a. (Column D + E on G703)
b. 10 % of Stored Material \$ -00

(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 23,590.55

6. TOTAL EARNED LESS RETAINAGE \$ 212,314.95
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Pay Application) \$ 195,122.93
8. CURRENT PAYMENT DUE (Line 6 less Line 7) \$ 17,192.02
9. BALANCE TO FINISH, INCLUDING RETAINA \$ 77,021.05
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$42,620.00	\$0.00
Total approved this Month	\$7,000.00	
TOTALS	\$49,620.00	\$0.00
NET CHANGES by Change Order	\$49,620.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Buckhaven Construction Services

By: *Orlando Suarez* Date: 2-15-2022

State of: Alabama County of: Mobile
Subscribed and sworn to before me this day of February, 2022
Notary Public: *Monica Day*
My Commission expires: 11/13/2025

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 17,192.02

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the subcontractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner, Contractor or Subcontractor under this Contract.

SCHEDULE OF VALUES

Destin Modular Project

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7

APPLICATION DATE: 02/15/22

ERIOD TO: 02/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	<u>Irrigation</u>									
2	Bldg 1000	\$9,375.00			\$4,687.50		\$4,687.50	50.00%	\$4,687.50	\$468.75
3	Bldg 2000	\$9,375.00	\$3,720.00		\$967.50		\$4,687.50	50.00%	\$4,687.50	\$468.75
4	Bldg 3000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
5	Bldg 4000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
6	Bldg 5000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
7	Bldg 6000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
8	Clubhouse & Pool	\$10,880.00	\$10,880.00				\$10,880.00	100.00%	\$0.00	\$1,088.00
9	<u>Trees & Shrubs</u>									
10	Bldg 1000	\$13,382.50			\$6,691.25		\$6,691.25	50.00%	\$6,691.25	\$669.13
11	Bldg 2000	\$20,560.00	\$10,500.00				\$10,500.00	51.07%	\$10,060.00	\$1,050.00
12	Bldg 3000	\$14,110.00	\$14,110.00				\$14,110.00	100.00%	\$0.00	\$1,411.00
13	Bldg 4000	\$10,570.00	\$10,570.00				\$10,570.00	100.00%	\$0.00	\$1,057.00
14	Bldg 5000	\$12,155.00	\$12,155.00				\$12,155.00	100.00%	\$0.00	\$1,215.50
15	Bldg 6000	\$17,245.00	\$17,245.00				\$17,245.00	100.00%	\$0.00	\$1,724.50
16	Clubhouse & Pool	\$19,180.00	\$19,180.00				\$19,180.00	100.00%	\$0.00	\$1,918.00
17	<u>Groundcover Plants / Mulch / Perennials</u>									
18	Bldg 1000	\$2,506.00					\$0.00	0.00%	\$2,506.00	\$0.00
19	Bldg 2000	\$2,741.50					\$0.00	0.00%	\$2,741.50	\$0.00
20	Bldg 3000	\$3,302.50	\$3,302.50				\$3,302.50	100.00%	\$0.00	\$330.25
21	Bldg 4000	\$2,372.50	\$2,372.50				\$2,372.50	100.00%	\$0.00	\$237.25
22	Bldg 5000	\$3,089.25	\$3,089.25				\$3,089.25	100.00%	\$0.00	\$308.93
23	Bldg 6000	\$6,525.00	\$6,525.00				\$6,525.00	100.00%	\$0.00	\$652.50
24	Clubhouse & Pool	\$4,580.25	\$2,500.00		\$2,080.25		\$4,580.25	100.00%	\$0.00	\$458.03

SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7

APPLICATION DATE: 02/15/22

PERIOD TO: 02/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
48	CHANGE ORDER #4								
49	Downspouts - Bldg 5000	\$800.00	\$800.00			\$800.00	100.00%	\$0.00	\$80.00
50	River Rock - Bldg 5000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
51	Sod - Bldg 1000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
52	Sod - Bldg 2000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
53	Sod - Bldg 3000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
54	Sod - Bldg 4000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
55	Sod - Bldg 5000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
56	Sod - Bldg 6000	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
57									
58	CHANGE ORDER #5								
59	Irrigation System - BP Gate Valves	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
60	Cleanup of Back Property Line	\$1,500.00	\$1,500.00			\$1,500.00	100.00%	\$0.00	\$150.00
61	Reinstall Pavers	\$750.00	\$750.00			\$750.00	100.00%	\$0.00	\$75.00
62									
63	CHANGE ORDER #6								
64	BLDG 6000 - Entrance Side & Back	\$4,500.00		\$4,500.00					
65	Trailer Repair	\$2,500.00		\$2,500.00					
66									
67									
68									
69									
	Totals	\$286,336.00	\$216,803.25	\$26,102.25	\$0.00	\$235,905.50	86%	\$43,430.50	\$23,590.55

APPLICATION AND CERTIFICATION FOR PAYMENT

TO SUBCONTRACTOR:

GCL SERVICES, LLC

P.O. BOX 9522

MOBILE, AL 36691

PROJECT: Aris Destin

Destin Florida

FROM CONTRACTOR:

Buckhaven Construction Services

6753 Jones Mill Ct. - Suite A

Norcross, Ga 30092

CONTRACT FOR: GENERAL CONSTRUCTION

CONTRACT #

APPLICATION NO: 8

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☒ SUBCONTRACTOR

☐ OTHER

PERIOD TO: 03/14/22

PROJECT NO:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM	\$	239,716.00
2. Net change by Change Orders	\$	55,225.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	294,941.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	286,380.25
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	26,638.03
b. 10 % of Stored Material (Column F on G703)	\$	\$-00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	26,638.03
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	239,742.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Pay Application)	\$	212,314.95
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$	27,427.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	55,198.78

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$46,620.00	\$0.00
Total approved this Month	\$8,605.00	
TOTALS	\$55,225.00	\$0.00
NET CHANGES by Change Order	\$55,225.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Buckhaven Construction Services

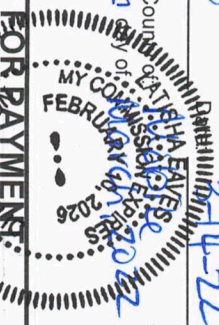
By: *David Suen* 2-14-22

State of: Alabama

Subscribed and sworn to before me this 14th day of February, 2022

Notary Public: *Michael Lewis*

My Commission expires: 2-10-2026



CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on site observations and data comprising the application, the Contractor certifies to the best of the Contractor's knowledge, information and belief the Work has been completed, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 27,427.28

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified. ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the subcontractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner, Contractor or Subcontractor under this Contract.

SCHEDULE OF VALUES

Destin Modular Project

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 03/15/22

ERIOD TO: 03/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	<u>Irrigation</u>									
2	Bldg 1000	\$9,375.00	\$4,687.50	\$4,687.50			\$9,375.00	100.00%	\$0.00	\$937.50
3	Bldg 2000	\$9,375.00	\$4,687.50				\$4,687.50	50.00%	\$4,687.50	\$468.75
4	Bldg 3000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
5	Bldg 4000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
6	Bldg 5000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
7	Bldg 6000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
8	Clubhouse & Pool	\$10,880.00	\$10,880.00				\$10,880.00	100.00%	\$0.00	\$1,088.00
9	<u>Trees & Shrubs</u>									
10	Bldg 1000	\$13,382.50	\$6,691.25	\$6,691.25			\$13,382.50	100.00%	\$0.00	\$1,338.25
11	Bldg 2000	\$20,560.00	\$10,500.00				\$10,500.00	51.07%	\$10,060.00	\$1,050.00
12	Bldg 3000	\$14,110.00	\$14,110.00				\$14,110.00	100.00%	\$0.00	\$1,411.00
13	Bldg 4000	\$10,570.00	\$10,570.00				\$10,570.00	100.00%	\$0.00	\$1,057.00
14	Bldg 5000	\$12,155.00	\$12,155.00				\$12,155.00	100.00%	\$0.00	\$1,215.50
15	Bldg 6000	\$17,245.00	\$17,245.00				\$17,245.00	100.00%	\$0.00	\$1,724.50
16	Clubhouse & Pool	\$19,180.00	\$19,180.00				\$19,180.00	100.00%	\$0.00	\$1,918.00
17	<u>Groundcover Plants / Mulch / Perennials</u>									
18	Bldg 1000	\$2,506.00		\$2,506.00			\$2,506.00	100.00%	\$0.00	\$250.60
19	Bldg 2000	\$2,741.50					\$0.00	0.00%	\$2,741.50	\$0.00
20	Bldg 3000	\$3,302.50	\$3,302.50				\$3,302.50	100.00%	\$0.00	\$330.25
21	Bldg 4000	\$2,372.50	\$2,372.50				\$2,372.50	100.00%	\$0.00	\$237.25
22	Bldg 5000	\$3,089.25	\$3,089.25				\$3,089.25	100.00%	\$0.00	\$308.93
23	Bldg 6000	\$6,525.00	\$6,525.00				\$6,525.00	100.00%	\$0.00	\$652.50
24	Clubhouse & Pool	\$4,580.25	\$4,580.25				\$4,580.25	100.00%	\$0.00	\$458.03

SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 03/15/22

ERIOD TO: 03/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	COMPLETED			COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
25	<u>SOD</u>									
26	Bldg 1000	\$2,542.50					\$0.00	0.00%	\$2,542.50	\$0.00
27	Bldg 2000	\$12,618.50	\$6,309.25				\$6,309.25	50.00%	\$6,309.25	\$630.93
28	Bldg 3000	\$6,310.40	\$6,310.40				\$6,310.40	100.00%	\$0.00	\$631.04
29	Bldg 4000	\$4,425.90	\$4,425.90				\$4,425.90	100.00%	\$0.00	\$442.59
30	Bldg 5000	\$4,785.70	\$4,785.70				\$4,785.70	100.00%	\$0.00	\$478.57
31	Bldg 6000	\$8,398.50	\$8,398.50				\$8,398.50	100.00%	\$0.00	\$839.85
32	Clubhouse & Pool	\$1,185.00	\$1,185.00				\$1,185.00	100.00%	\$0.00	\$118.50
33										
34	CO#1 - FOB DOWNSPOUTS									
35	Bldg 1000	\$1,970.00	\$985.00		\$985.00		\$1,970.00	100.00%	\$0.00	\$197.00
36	Bldg 2000	\$2,220.00					\$0.00	0.00%	\$2,220.00	\$0.00
37	Bldg 3000	\$1,970.00	\$1,970.00				\$1,970.00	100.00%	\$0.00	\$197.00
38	Bldg 4000	\$1,970.00	\$1,970.00				\$1,970.00	100.00%	\$0.00	\$197.00
39	Bldg 5000	\$1,970.00	\$1,970.00				\$1,970.00	100.00%	\$0.00	\$197.00
40	Bldg 6000	\$2,970.00	\$2,970.00				\$2,970.00	100.00%	\$0.00	\$297.00
41										
42	CO#2 - BLDG 3000									
43		\$3,650.00	\$3,650.00				\$3,650.00	100.00%	\$0.00	\$365.00
44	CO#3 -									
45	Bldg 4000 - Downspouts & River Rock	\$2,300.00	\$2,300.00				\$2,300.00	100.00%	\$0.00	\$230.00
46	Bldg 5000 - 6000 - Additional Sod	\$4,050.00	\$4,050.00				\$4,050.00	100.00%	\$0.00	\$405.00
47	Bldg 6000 - Downspouts & River Rock	\$1,500.00	\$1,500.00				\$1,500.00	100.00%	\$0.00	\$150.00

SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8

APPLICATION DATE: 03/15/22

ERIOD TO: 03/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
48	CHANGE ORDER #7								
49	Rough & Fine Grading								
50	Bldg 6000	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00
51	Bldg 1000	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00
52	Bldg 2000	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00
53	Bldg 5000	\$500.00		\$500.00		\$500.00	100.00%	\$0.00	\$50.00
54	Clubhouse - Digging Swell	\$1,000.00		\$1,000.00		\$1,000.00	100.00%	\$0.00	\$100.00
55	Bldg 2000 - Irrigation Repairs	\$1,050.00		\$1,050.00		\$1,050.00	100.00%	\$0.00	\$105.00
56	Irrigation Repairs	\$755.00		\$755.00		\$755.00	100.00%	\$0.00	\$75.50
57	Pool Area - Irrigation Repair	\$320.00		\$320.00		\$320.00	100.00%	\$0.00	\$32.00
58	Landscaping Repairs	\$480.00		\$480.00		\$480.00	100.00%	\$0.00	\$48.00
59									
60									
61									
62									
63									
64									
65									
66									
67									
68									
69									
	Totals	\$294,941.00	\$242,905.50	\$23,474.75	\$0.00	\$266,380.25	92.52%	\$28,560.75	\$26,638.03

APPLICATION AND CERTIFICATION FOR PAYMENT

TO SUBCONTRACTOR:

GCL SERVICES, LLC

P.O. BOX 9522

MOBILE, AL 36691

PROJECT: Aris Destin

Destin Florida

APPLICATION NO: 9

Distribution to:

☒ OWNER

☒ ARCHITECT

☒ CONTRACTOR

☒ SUBCONTRACTOR

☐ OTHER

FROM CONTRACTOR:

Buckhaven Construction Services

6753 Jones Mill Ct. - Suite A

Norcross, Ga 30092

CONTRACT FOR: GENERAL CONSTRUCTION

CONTRACT #

PERIOD TO:

04/15/22

PROJECT NO:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Schedule of Values is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Buckhaven Construction Services

1. ORIGINAL CONTRACT SUM \$ 239,716.00
 2. Net change by Change Orders \$ 70,475.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 310,191.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 239,769.75
 5. RETAINAGE: \$29,976.98
 a. 10 % of Completed Work
 (Column D + E on G703)
 b. 10 % of Stored Material
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 29,976.98
 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 269,792.78
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Pay Application) \$ 239,742.23
 8. CURRENT PAYMENT DUE (Line 6 less Line 7) \$ 30,050.55
 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 40,398.23

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 30,050.55

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the subcontractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner, Contractor or Subcontractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$55,225.00	\$0.00
Total approved this Month	\$15,250.00	
TOTALS	\$70,475.00	\$0.00
NET CHANGES by Change Order	\$70,475.00	



SCHEDULE OF VALUES

Destin Modular Project

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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APPLICATION NO: 9

APPLICATION DATE: 04/15/22

ERIOD TO: 04/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	<u>Irrigation</u>									
2	Bldg 1000	\$9,375.00	\$9,375.00	\$0.00			\$9,375.00	100.00%	\$0.00	\$937.50
3	Bldg 2000	\$9,375.00	\$4,687.50	\$4,687.50			\$9,375.00	100.00%	\$0.00	\$937.50
4	Bldg 3000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
5	Bldg 4000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
6	Bldg 5000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
7	Bldg 6000	\$9,375.00	\$9,375.00				\$9,375.00	100.00%	\$0.00	\$937.50
8	Clubhouse & Pool	\$10,880.00	\$10,880.00				\$10,880.00	100.00%	\$0.00	\$1,088.00
9	<u>Trees & Shrubs</u>									
10	Bldg 1000	\$13,382.50	\$13,382.50				\$13,382.50	100.00%	\$0.00	\$1,338.25
11	Bldg 2000	\$20,560.00	\$10,500.00	\$5,948.00			\$16,448.00	80.00%	\$4,112.00	\$1,644.80
12	Bldg 3000	\$14,110.00	\$14,110.00				\$14,110.00	100.00%	\$0.00	\$1,411.00
13	Bldg 4000	\$10,570.00	\$10,570.00				\$10,570.00	100.00%	\$0.00	\$1,057.00
14	Bldg 5000	\$12,155.00	\$12,155.00				\$12,155.00	100.00%	\$0.00	\$1,215.50
15	Bldg 6000	\$17,245.00	\$17,245.00				\$17,245.00	100.00%	\$0.00	\$1,724.50
16	Clubhouse & Pool	\$19,180.00	\$19,180.00				\$19,180.00	100.00%	\$0.00	\$1,918.00
17	<u>Groundcover Plants / Mulch / Perennials</u>									
18	Bldg 1000	\$2,506.00	\$2,506.00				\$2,506.00	100.00%	\$0.00	\$250.60
19	Bldg 2000	\$2,741.50		\$2,741.50			\$2,741.50	100.00%	\$0.00	\$274.15
20	Bldg 3000	\$3,302.50	\$3,302.50				\$3,302.50	100.00%	\$0.00	\$330.25
21	Bldg 4000	\$2,372.50	\$2,372.50				\$2,372.50	100.00%	\$0.00	\$237.25
22	Bldg 5000	\$3,089.25	\$3,089.25				\$3,089.25	100.00%	\$0.00	\$308.93
23	Bldg 6000	\$6,525.00	\$6,525.00				\$6,525.00	100.00%	\$0.00	\$652.50
24	Clubhouse & Pool	\$4,580.25	\$4,580.25				\$4,580.25	100.00%	\$0.00	\$458.03

SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

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APPLICATION NO: 9

APPLICATION DATE: 04/15/22

ERIOD TO: 04/15/22

CONTRACTOR'S PROJECT NO:

A Item #	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
25	<u>SOD</u>	\$2,542.50								
26	Bldg 1000	\$2,542.50			\$2,542.50		\$2,542.50	100.00%	\$0.00	\$254.25
27	Bldg 2000	\$12,618.50	\$6,309.25				\$6,309.25	50.00%	\$6,309.25	\$630.93
28	Bldg 3000	\$6,310.40	\$6,310.40				\$6,310.40	100.00%	\$0.00	\$631.04
29	Bldg 4000	\$4,425.90	\$4,425.90				\$4,425.90	100.00%	\$0.00	\$442.59
30	Bldg 5000	\$4,785.70	\$4,785.70				\$4,785.70	100.00%	\$0.00	\$478.57
31	Bldg 6000	\$8,398.50	\$8,398.50				\$8,398.50	100.00%	\$0.00	\$839.85
32	Clubhouse & Pool	\$1,185.00	\$1,185.00				\$1,185.00	100.00%	\$0.00	\$118.50
33										
34	CO#1 - FOB DOWNSPOUTS									
35	Bldg 1000	\$1,970.00	\$1,970.00				\$1,970.00	100.00%	\$0.00	\$197.00
36	Bldg 2000	\$2,220.00			\$2,220.00		\$2,220.00	100.00%	\$0.00	\$222.00
37	Bldg 3000	\$1,970.00	\$1,970.00				\$1,970.00	100.00%	\$0.00	\$197.00
38	Bldg 4000	\$1,970.00	\$1,970.00				\$1,970.00	100.00%	\$0.00	\$197.00
39	Bldg 5000	\$1,970.00	\$1,970.00				\$1,970.00	100.00%	\$0.00	\$197.00
40	Bldg 6000	\$2,970.00	\$2,970.00				\$2,970.00	100.00%	\$0.00	\$297.00
41										
42	CO#2 - BLDG 3000									
43		\$3,650.00					\$3,650.00	100.00%	\$0.00	\$365.00
44	CO#3 -									
45	Bldg 4000 - Downspouts & River Rock	\$2,300.00	\$2,300.00				\$2,300.00	100.00%	\$0.00	\$230.00
46	Bldg 5000 - 6000 - Additional Sod	\$4,050.00	\$4,050.00				\$4,050.00	100.00%	\$0.00	\$405.00
47	Bldg 6000 - Downspouts & River Rock	\$1,500.00	\$1,500.00				\$1,500.00	100.00%	\$0.00	\$150.00

SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

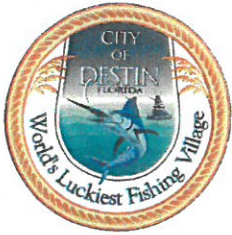
APPLICATION NO: 9

APPLICATION DATE: 04/15/22

PERIOD TO: 04/15/22

CONTRACTOR'S PROJECT NO:

A	B	C	D		E	F	G		H	I
Item #	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
48	<u>CHANGE ORDER #7</u>									
49	Rough & Fine Grading									
50	Bldg 6000	\$1,500.00			\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00
51	Bldg 1000	\$1,500.00			\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00
52	Bldg 2000	\$1,500.00			\$1,500.00		\$1,500.00	100.00%	\$0.00	\$150.00
53	Bldg 5000	\$500.00			\$500.00		\$500.00	100.00%	\$0.00	\$50.00
54	Clubhouse - Digging Swell	\$1,000.00			\$1,000.00		\$1,000.00	100.00%	\$0.00	\$100.00
55	Bldg 2000 - Irrigation Repairs	\$1,050.00			\$1,050.00		\$1,050.00	100.00%	\$0.00	\$105.00
56	Irrigation Repairs	\$755.00			\$755.00		\$755.00	100.00%	\$0.00	\$75.50
57	Pool Area - Irrigation Repair	\$320.00			\$320.00		\$320.00	100.00%	\$0.00	\$32.00
58	Landscaping Repairs	\$480.00			\$480.00		\$480.00	100.00%	\$0.00	\$48.00
59										
60	CHANGE ORDER #8									
61	Bldg 5000 Grading and Repair	\$7,500.00			\$7,500.00		\$7,500.00	100.00%	\$0.00	\$750.00
62	Bldg 1000 Clean up & Grading	\$4,000.00			\$4,000.00		\$4,000.00	100.00%	\$0.00	\$400.00
63	Entrance Repairs	\$3,750.00			\$3,750.00		\$3,750.00	100.00%	\$0.00	\$375.00
64										
65										
66										
67										
68										
69										
	Totals	\$310,191.00	\$257,775.25		\$41,994.50	\$0.00	\$299,769.75	98.89%	\$10,421.25	\$29,976.98



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Fax: 850-460-2171 | www.cityofdestin.com

December 23, 2019

Development Order No. 20-02

Final Development Order:

**THE CHARLES
MAJOR DEVELOPMENT ORDER
AND
MAJOR SUBDIVISION
(19-14-SP) & (19-15-MS)**

Based upon the City's approval and issuance of this Development Order on December 23, 2019, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Kimley-Horn on behalf of Kahuna Property, LLC is requesting a Major Development Order and Major Subdivision plat approval. The project is located at 1021 U.S. Highway 98. The lot is 11.54 acres and will consist of 192 multi-family long-term residential units with the associated infrastructure and platting.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site plan, drainage plan, landscape plan, outdoor lighting plan, architectural plans, etc., and dated approved November 4, 2019.
2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **December 23, 2019** (no later than **December 23, 2020**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for "The Charles" will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or
 - B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.

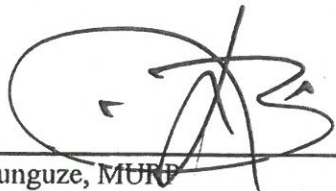


H. Construction trailers.

4. The following items must be addressed in the appropriate order:

- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
- B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria*.
- C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the Public Services Department.
- D. **Prior to the issuance of any City Permit**, obtain a FDEP NPDES permit and submit a copy to the Public Services Department.
- E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a National Pollution Discharge Elimination System (NPDES) storm water construction generic Permit (if applicable) approval shall be provided.
- F. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

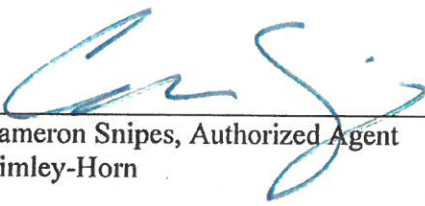
Estimated impact fee total: \$150,414.00
- G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
- H. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.
- I. **Prior to the issuance of a Certificate of Occupancy**, assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility.
Ref. LDC Section 7.18.04.



12-23-19

Louis Zunguze, MURP
Community Development Director
City of Destin

Date



12/23/19

Cameron Snipes, Authorized Agent
Kimley-Horn

Date

**TECHNICAL REVIEW COMMITTEE REPORT
THE CHARLES
MAJOR DEVELOPMENT ORDER (19-14-SP)
AND MAJOR SUBDIVISION (19-15-MS)**

Applicant:	Kahuna Property, LLC
Agent:	Cameron Snipes, Kimley-Horn
Location:	1021 U.S. Highway 98
Request:	192 multi-family long-term residential units
Parcel Size:	11.54 acres, 502,813 square feet
Future Land Use:	Town Center Mixed Use (TCMU)
Zoning District:	Town Center Mixed Use (TCMU)
Density:	16.6 DU/AC Provided (16.6 DU/AC Allowed per Ordinance 18-23-LC)
Intensity:	Not applicable
Application Date:	June 6, 2019
Approved Site Plan Date:	October 23, 2019

DISCUSSION/FINDINGS

Kahuna Property, LLC is requesting a Major Development Order and preliminary plat approval of a Major Subdivision. The project consists of 192 multi-family long-term residential units with the associated infrastructure, including the construction of a portion of South Mattie M. Kelly Boulevard. The subject site contains 11.54 acres to be divided into two parcels and a public right-of-way. The 192 residential unit development is proposed on the 8.02 acres of Lot A. Lot B, 1.18 acres, is vacant and available for future non-residential development. The South Mattie M. Kelly Boulevard right-of-way encompasses 2.35 acres.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of Town Center Mixed Use (TCMU) and a zoning designation of Town Center Mixed Use (TCMU). The proposed project is consistent with the Comprehensive Plan, Land Development Code (LDC), and Ordinance 18-23-LC which amended the zoning map designation from Commercial General(CG) to Town Center Mixed Use(TCMU) and included the applicant' s request for maximum number of multifamily residential units on the property shall not exceed 192.

LAND USE

Long-term multifamily residential is an allowable use in both the TCMU future land use designation and TCMU zoning district.

DENSITY

Maximum allowed:	16.6 dwelling units per acre per Ordinance 18-23
Provided:	16.6 dwelling units per acre

HEIGHT

Maximum allowed:	50'4 stories
Provided:	40'-3"/3 stories

PITCHED ROOF

Minimum required: 60%
Provided: >60%

FLOOR AREA RATIO

Not applicable

SETBACKS

Front minimum/maximum: 10/20 feet
Front provided: 10 feet

Side minimum allowed: 0 feet
Side provided: >0 feet

Rear minimum allowed: 0 feet
Rear allowed: > 0 feet

OPEN SPACE

Minimum required: 25%
Provided: 43%

PLATTING

The project is proposing a major subdivision to be processed simultaneously with a major development order. The applicant is requesting preliminary plat approval and has met all submittal requirements.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:

Traffic: The project meets transportation concurrency per Comp Plan Policy 12-4.1.8.

Stormwater Management: Signed October 10, 2019

Potable Water/Sanitary Sewer: September 5, 2019

Solid Waste: September 5, 2019

AIRPORT PROTECTION

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

TRANSPORTATION ANALYSIS

The project is within the Multimodal Transportation District (MMTD) and meets the development standards detailed in Land Development Code 8.09.03. The traffic analysis, dated June 6, 2019, indicates the proposed development is estimated to generate 83 PM peak hour vehicle trips. The analysis is consistent with the technical methodology outlined in LDC 6.05.05 and will be used to assist the City in determining the overall success of the MMTD as outlined in Comprehensive Plan Policy 12-4.1.8.

RIGHT-OF-WAY DEDICATION

The project includes right-of-way dedication consistent with the Transportation Corridor Management Plan Map. The dedication includes the North-South Section 1 alignment, Mattie M. Kelly Boulevard.

INGRESS/EGRESS

Vehicular access to the property is provided by two 24-foot wide, two-way drives from the proposed Mattie M. Kelly Boulevard public ROW.

PEDESTRIAN NETWORK

The project provides a complete pedestrian network as required in LDC 8.09.03.A(6). External sidewalks US Highway 98 are being widened to 10 feet and are proposed along Mattie M. Kelly Boulevard. A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Required maximum/minimum vehicle parking spaces:	366/293
Provided vehicle parking spaces:	324
Required minimum bicycle parking spaces:	37
Provided bicycle parking spaces:	37

UTILITIES:

All utilities are required to be underground.

STORMWATER:

The City Manager's Stormwater designee approved the stormwater plan in a memo dated October 10, 2019.

REFUSE COLLECTION:

A trash compactor and enclosure are provided on-site.

WHITE SANDS ZONE

The southern portion of the proposed project is located within White Sands Zone 2.

LANDSCAPING

Front perimeter/common boundary:	Exempt per LDC 12.04.04.B
Interior parking landscape:	Minimum requirements met
Buffer zone:	Exempt per LDC 12.04.04.D
Preservation and restoration:	
Reforestation trees required:	80
Preserved trees:	0 tree credits (0 preserved trees)
Protected trees:	1
Required parking trees:	34

Total required trees: 115
Total trees provided: 128*

*Two sabal palms must be grouped together to count towards the required tree count

SIGNS

All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:

Final impact fee amounts will be determinant upon the gross floor area of the overall development land uses and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. The impact fees for the proposed project are estimated to be:

19-14 – The Charles

LAND USE	UNITS	PARK	LIBRARY	POLICE	TRANS.	TOTAL
Residential, 500—749 sq. ft.	96	\$235.00	\$78.00	\$11.00	\$724.00	
Residential, 1,000— 1,499 sq. ft.	96	\$335.00	\$112.00	\$16.00	\$1,016.00	
Totals	192	\$54,720.00	\$18,240.00	\$2,592.00	\$167,040.00	\$242,592.00

OTHER FEES: NONE

COMMENTS:

Per Community Development Department:

1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.
2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.
3. If the applicant proposes outdoor lighting in the future, an outdoor lighting plan must be submitted to the Office of Community Development for review and approval.



The Charles Apartments

Destin, FL

OPINION OF PROBABLE CONSTRUCTION COSTS FOR COMPLETED IMPROVEMENTS IN MATTIE KELLEY BLVD RIGHT-OF-WAY

Prepared for: Arris Holdings, LLC



6.07.2022

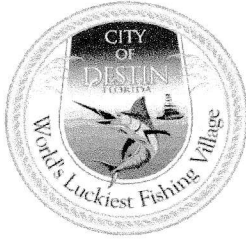
Jeff Brittain, P.E.
FL PE #59269

KH Project #: 017313002

OPINION OF PROBABLE CONSTRUCTION COSTS					
THE CHARLES					
JUNE 2022					
	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
GENERAL CONSTRUCTION AND SITE WORK					
	Erosion	LS	1	\$ 36,704.33	\$ 36,704.33
	Earthwork	LS	1	\$ 96,053.88	\$ 96,053.88
	Storm Drainage	LS	1	\$ 33,430.51	\$ 33,430.51
	Sanitary Sewer	LS	1	\$ 117,016.81	\$ 117,016.81
	Potable Water	LS	1	\$ 4,628.99	\$ 4,628.99
	Fire Line	LS	1	\$ 85,507.97	\$ 85,507.97
	Asphalt Pavement	LS	1	\$ 224,978.00	\$ 224,978.00
	Concrete Curbing	LS	1	\$ 28,179.06	\$ 28,179.06
	Concrete Flat Work	LS	1	\$ 71,892.19	\$ 71,892.19
	GENERAL CONSTRUCTION SUBTOTAL				\$ 698,391.74
	Subtotal				\$ 698,391.74
	Contingency - 10%				\$ 69,839.17
	Grand Total				\$ 768,230.91

The Costs estimated above are for the construction of the roadway improvements to date.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions.



City of Destin

Community Development Department:

Planning Division

City Hall Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 654-1119

RELEASE OF PLAT APPLICATION

Applicant to fill in all black blank spaces, City Staff to fill in all red blank spaces

_____ - _____ - SP _____ - _____ - MS
(project number assigned by planning staff) (project number assigned by planning staff)

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

SUBDIVISION / PUD NAME: Arris Destin/The Charles

I. CONTACT INFORMATION:

Arris Destin LLC & Arris Destin Retail LLC

A. Owner(s): _____

Mailing Address: 3340 Peachtree Rd, Ste 1660, Atlanta, GA 30326

Business Phone: 404-504-8770 Cell: 404-452-9989

Email: plammerts@arrisholdings.com

B. Authorized Agent (if applicable): _____

Mailing Address: _____

Business Phone: _____ Cell: _____

Email: _____

1. The plat for the above project may be released for recording because **ONE** of the following has been met in accordance with Destin Land Development Code (LDC) **Article 7, Section 7.08.10:**

a. _____ The developer may secure any necessary permits and install all improvements as shown on the approved construction drawings and certified by the developer's engineer. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. **(SEE ATTACHED ENGINEER'S CERTIFICATION)**

b. _____ The developer may post a performance bond accountable to the City Council and in accordance with Article 2, Section 2.20.00 of the LDC *Guarantees and sureties* to cover the full

cost of improvements as estimated by the developer's engineer and approved by the city engineer. Such bond shall be released upon satisfactory installation of all improvements approved in the development plan and specifications. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. (SEE **ATTACHED PERFORMANCE BOND**)

c. _____ The developer may sell or lease lots on contract and construct buildings provided that he agrees that all monies received from sale, lease, or other transfer shall be placed in escrow or other satisfactory account until such time as improvements are completed and approved by the city engineer. No deeds shall be issued or recorded until such approval has been obtained. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. (SEE **ATTACHED AGREEMENT**)

d. _____ The developer may post a letter of credit acceptable to the City Council for an amount necessary to complete all improvements required in the approval plans and in accordance with Article 2, Section 2.20.00 of the LDC *Guarantees and sureties*. Such letter of credit shall be released on satisfactory installation of all improvements. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. (SEE **ATTACHED LETTER OF CREDIT**)

e. **X** _____ The developer may post with the City Council proof that a development loan has been approved by a recognized and approved lending institution, such development loan to be sufficient to cover the cost of improvements required in the approved plans, and the lender is bound to advance the funds as the work is completed, thereby providing for correction if the developer defaults. All conditions of the applicable Final Development Order shall also be met and all applicable fees associated with the development are paid. (SEE **ATTACHED DEVELOPMENT LOAN APPROVAL**)

2. Based on all previous stated requirements being fulfilled, the City Clerk is authorized to release the three (3) Mylar copies of the plat on file in City Hall to the developer for recording:

City Staff Use Only	
_____	_____
Public Services Director	Community Development Director
_____	_____
Date	Date

City Manager	

Date	

INSTRUCTIONS AND REQUIREMENTS TO THE DEVELOPER/OWNER

The three (3) Mylar copies of the plat for the above project have been released to you for recording into the public records of Okaloosa County. Once recorded, you are required to return to the City of Destin, Community Development Department the following items:

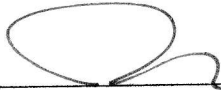
1. One (1) copy of the recorded Property Owners' Association documents (if applicable)
2. One (1) full-size (24" x 36") Mylar copy of the recorded plat

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

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

APPLICANT:

SIGNATURE:



DATE:

6/28/22

PRINTED NAME:

Darke Lammerts

To be filled in by City Staff

TO:	Date:
Owner/Developer	Project:
Address	Location:
	Site Plan & Plat #

**RELEASE OF PLAT Bond for Missing, Incomplete or Damaged
INFRASTRUCTURE
City of Destin
(Section 2.14.00, LDC)**

Developer's request for approval to post a bond per Destin Land Development Code Article 2.20.00. in the amount of \$ _____ for the purpose of securing performance has been approved. Amount of the bond posted is 200% of the cost to complete the remaining public infrastructure (See attached Engineering letter, dated _____.)

The following stipulations apply and are conditions agreed to:

1. The City will allow you _____ from the date of this letter to complete the work identified in the approved development plans and specifications, to the satisfaction of the City Engineer on or before close of business on _____. Upon certification by the City Engineer that the work has been completed by the Developer in accordance with City standards, the bond will be returned. If the work is not completed within this time and no diligent effort is being made to do so, the entire infrastructure bond is forfeited and the City will complete the necessary work.
2. Agreement that all improvements, whether required by the City Code or constructed at the developer's option, shall be constructed in accordance with the standards and provisions of the City Code.
3. Nothing in this letter shall be construed to relieve the applicant of meeting any concurrency requirements applicable to the project.
4. The projected total cost for each improvement has been determined by an estimate prepared and provided by the applicant's engineer; (copies attached)
5. Specification of the improvements to be made and dedicated together with the time table for making improvements shall be consistent with descriptions given in item 4 above.
6. The amount and type of security provided to insure performance is cash.
7. The amount of the security may be reduced, at the City's discretion, as construction proceeds and improvements are made, as follows:

No	☐	Yes	☐	As follows: One-Time Only
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8. The fee schedule is assessed in accordance with the current fee resolution and Destin Land Development Code Article 2.20.00.C.3.c.

9. **Right of Entry.** The developer, their successors, assigns, beneficiaries and representatives, agree to allow the City, or agent, to enter onto the project property for the purpose of completing the bonded work, should the developer not complete the work.

If a developer does not timely schedule any required inspections, the inspection fees for that unscheduled inspection shall be **triple** the usual inspection fee.

Conformance with the City code requires complete/repair of any missing or damaged infrastructure covered by this cash performance bond in a timely manner. **BE AWARE THAT THE DEVELOPER IS RESPONSIBLE FOR WORK BEING PERFORMED AND INSPECTED BY THE CITY ENGINEER BEFORE THE DATE SPECIFIED, OR THE ENTIRE INFRASTRUCTURE BOND WILL BE FORFEITED.**

FAILURE TO MAKE REQUIRED CORRECTIONS SPECIFIED BY THE CITY ENGINEER SHALL RESULT IN A FORFEITURE OF THE ENTIRE BOND. RESPONSIBILITY FOR ACQUIRING PERMANENT ACCEPTANCE SHALL BE THE DEVELOPER'S.

Developer/Owner posting the Infrastructure bond acknowledges agreement and acceptance of foregoing statements:

Agent:	
By (Signature):	Date:
Type or Print Name and Title	

Please return one signed original of this agreement with the infrastructure bond.

Attachments:

Itemized Engineer's estimate, Date
City Engineer's acceptance of estimate, Date

cc:

Finance
City Manager
Community Development: SP number

Reference:

Ord. 152.26.1
LDC 2.14.00
Resolution 19-11 Fee Resolution



The Charles Apartments

Destin, FL

OPINION OF PROBABLE CONSTRUCTION COSTS FOR REMAINING SITE WORK IMPROVEMENTS ONSITE

Prepared for: Arris Holdings, LLC



6.7.2022

Jeff Brittain, P.E.
FL PE #59269

KH Project #: 017313002

OPINION OF PROBABLE CONSTRUCTION COST FOR ONSITE REMAINING WORK					
The Charles Apartments					
					6/7/2022
	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
GENERAL CONSTRUCTION AND SITE WORK					
	Demobilization	LS	1	\$ 10,000.00	\$ 10,000.00
	Bond (1.5% of construction cost)	LS	0	\$ 622.50	\$ -
	Survey	DAYS	0	\$ 1,121.25	\$ -
	Testing	LS	0	\$ 10,000.00	\$ -
	AS-Built	LS	1	\$ 2,500.00	\$ 2,500.00
	Cleanup Cost	LS	1	\$ 7,500.00	\$ 7,500.00
	GENERAL CONSTRUCTION SUBTOTAL				\$ 20,000.00
EARTHWORK & EROSION CONTROL					
	NPDES	LS	1	\$ 2,500.00	\$ 2,500.00
	Inlet Protection System	EA	0	\$ 540.00	\$ -
	Asphalt Repairs	LS	1	\$ 7,500.00	\$ 7,500.00
	Demo Concrete Curb	LF	0	\$ 5.00	\$ -
	NW Pond rework	LS	1	\$ 2,500.00	\$ 2,500.00
	Final Dress	LS	1	\$ 500.00	\$ 500.00
	EARTHWORK & EROSION CONTROL SUBTOTAL				\$ 13,000.00
PAVING WORK					
	8-IN Limerock Base	SY	0	\$ 28.00	\$ -
	2.25" SP Asphalt	SY	0	\$ 25.00	\$ -
	12" Stabilized subgrade	SY	0	\$ 11.00	\$ -
	Roll Curb	LF	0	\$ 20.00	\$ -
	CONCRETE SUB-TOTAL				\$ -
LANDSCAPING					
	Sod Replacement	SY	50	\$ 4.00	\$ 200.00
	Sod Replacement	LS	1	\$ 2,500.00	\$ 2,500.00
	General Landscaping/Mulch	LS	1	\$ 2,500.00	\$ 2,500.00
	Irrigation System Install/Repair	LS	1	\$ 5,000.00	\$ 5,000.00
	LANDSCAPING SUBTOTAL				\$ 10,000.00
STRIPING & SIGNAGE					
	Street Signage	EA	0	\$ 920.00	\$ -
	Striping, 24" White Thermo Stop Bar	EA	0	\$ 1,300.00	\$ -
	STRIPING & SIGNAGE SUB-TOTAL				\$ -
STORM WATER SYSTEM					
	Storm System - Final Flush/cleaning	EA	1	\$ 2,500.00	\$ 2,500.00
	Type V Curb Inlet	EA	0	\$ 7,000.00	\$ -
	18" HP Storm Pipe	LF	0	\$ 90.00	\$ -
	24" HP Storm Pipe	LF	0	\$ 110.00	\$ -
	30" HP Storm Pipe	LF	0	\$ 134.00	\$ -
	STORM WATER SYSTEM SUB-TOTAL				\$ 2,500.00
SANITARY SEWER AND FORCE MAIN SYSTEM					
	Valve Collar Install	EA	0	\$ 250.00	\$ -
	4" Force Main	LF	0	\$ 30.00	\$ -
	Sanitary Sewer 8" PVC	LF	0	\$ 80.00	\$ -
	4" PVC Service	EA	0	\$ 1,650.00	\$ -
	Sanitary Sewer M.H.	EA	0	\$ 10,000.00	\$ -
	Dewatering	LF	0	\$ 20.00	\$ -
	SANITARY SYSTEM SUB-TOTAL				\$ -
WATER SYSTEM					
	Valve Collar Install	LS	24	\$ 250.00	\$ 6,000.00
	2" PVC	LF	0	\$ 20.00	\$ -
	6" PVC (Fire)	LF	0	\$ 40.00	\$ -
	8" PVC (Main)	LF	0	\$ 50.00	\$ -
	8" Bend	EA	0	\$ 950.00	\$ -
	8" EL	EA	0	\$ 980.00	\$ -
	8" x 6" Tee	EA	0	\$ 1,100.00	\$ -
	8" Tee	EA	0	\$ 1,200.00	\$ -
	6" Gate Valve	EA	0	\$ 3,000.00	\$ -
	8" Gate Valve	EA	0	\$ 4,000.00	\$ -
	1.5" Meter Assembly	EA	0	\$ 1,900.00	\$ -
	Fire Hydrant, 6"	EA	0	\$ 4,200.00	\$ -
					\$ 6,000.00
	Subtotal				\$ 51,500.00
	Contingency - 10%				\$ 5,150.00
	Grand Total				\$ 56,650.00

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT, ("Agreement") made and entered into as of the ____ day of March, 2020, by and between **Arris Destin, LLC**, a Delaware limited liability company, (hereinafter referred to as the "Borrower") and **IBERIABANK**, a Louisiana state-chartered bank (hereinafter referred to as the "Lender"),

WITNESSETH:

WHEREAS, the Lender has agreed to make a construction loan (the "Loan") in the maximum principal amount of up to **Twenty Million Two Hundred Twenty-Five Thousand Three Hundred Seventy-Five and 00/100 (\$20,225,375.00) Dollars** to the Borrower to finance the construction on land in Okaloosa County, Florida, upon land more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land"), and related amenities comprised of a 192 Unit Multifamily Modular project and future retail (said improvements are hereinafter collectively referred to as the "Improvements," and the development of the Land and the construction of the Improvements are hereinafter collectively referred to as the "Project") (the Improvements and the Land are hereinafter collectively referred to as the "Premises"); and

WHEREAS, the Borrower and the Lender wish to enter into this Agreement in order to set forth the terms and conditions of the disbursement of the Loan;

NOW, THEREFORE, in consideration of the Premises and the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged by the Borrower, the Borrower and the Lender, intending to be legally bound, do hereby declare and agree as follows:

Article 1. Loan Documents.

The Borrower has duly authorized, executed (or caused to be executed), and delivered to the Lender the following documents (hereinafter collectively and together with this Construction Loan Agreement referred to as the "Loan Documents");

1.01. Note. That certain Real Estate Construction Note of even date herewith executed by the Borrower to the order of the Lender, in the face amount of up to Twenty Million Two Hundred Twenty-Five Thousand Three Hundred Seventy-Five and 00/100 (\$20,225,375.00) Dollars (the "Note").

1.02. Mortgage, Assignment of Rents and Security Agreement. That certain Mortgage, Assignment of Rents and Security Agreement executed by the Borrower and conveying to the Lender title to, and a security interest in, the Premises and additional property as described therein (the "Mortgage").

1.03. Financing Statements. Uniform Commercial Code Financing Statements between the Borrower, as the Debtor, and the Lender, as the Secured Party.

1.04. Assignment of Borrower's Contract Documents. Assignment of Contract Documents hereto by Borrower in favor Lender dated of even date herewith to secure the indebtedness evidenced by the Note.

1.05. Guaranties. A Construction Loan Guaranty executed by each of the following: Arris Holdings, LLC, a Delaware limited liability company, having the address of 2660 Highway 9, Clio, South Carolina 29525 (the "Guarantor"), guaranteeing (a) payment of the indebtedness evidenced by the Note and the obligations of the Borrower hereunder and (b) the lien-free completion of the Improvements (the "Guaranty").

1.06. Hazardous Materials Indemnity. Indemnity Agreement Regarding Hazardous Materials by Borrower in favor Lender dated of even date herewith relating to the Premises.

1.07. Prefund Reserve Pledge. The Prefund Reserve Pledge Agreement given by Borrower in favor of Lender as identified in Section 4.05(c) hereof.

1.08. Developer's Fee Pledge. The Developer's Fee Pledge Agreement given by Borrower in favor of Lender as identified in Section 4.05(d) hereof.

Article 2. Warranties and Agreements of the Borrower. The Borrower hereby warrants to and agrees with the Lender as follows:

2.01. Organization, Status, and Authority. That (i) the Borrower is duly formed and validly existing under the laws of the State of Delaware, (ii) the Borrower has the power, authority, and legal right to carry on the business conducted by it and to engage in the transactions contemplated by the Loan Documents; and (iii) the execution and delivery of the Loan Documents and the performance and observance of the provisions thereof have all been authorized by all necessary actions of its members.

2.02. Third Party Approvals. Borrower has obtained all approvals of third parties to perform under the Loan Documents.

2.03. Legal Obligation. The Loan represents a legal, valid and binding obligation enforceable against Borrower. Borrower acknowledges and agrees that the obligations secured by the Mortgage and all other Loan Documents includes without limitation the indebtedness evidenced by the Note and all obligations incurred by the Borrower under the Loan Documents and any agreement between Borrower and Lender or any affiliate of Lender.

2.04. Financial Statements. All balance sheets, statements of profit and loss, and other financial data that have been given to Lender with respect to Borrower and Guarantor (i) are complete and correct in all material respects, (ii) accurately present in all material respects the financial condition of Borrower and the Guarantor as of the dates, and the results of its or their operations, for the periods for which the same have been furnished and (iii) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby (as to Borrower only). All balance sheets disclose all known material liabilities, direct and contingent, as of their respective dates. There has been no change in the

condition of Borrower and Guarantor, financial or otherwise, since the date of the most recent financial statements given to Lender with respect to Borrower and Guarantor, other than changes that are not materially adverse. Borrower's and Guarantor's financial statements are complete and correct in all material respects and fairly represent the present financial condition of Borrower and Guarantor in all material respects. As of the date of this Agreement and as of the date of each subsequent financial statement delivered pursuant this Agreement, there are no material liabilities that are not reflected in the financial statements.

2.05. No Material Adverse Change. There has occurred no material adverse change in the condition, business, or operations of Borrower from date of last financials submitted to Lender.

2.06. Other Information. All other information, reports, papers and data given to Lender with respect to Borrower and Guarantor are accurate, correct and complete in all material respects. No information supplied by Borrower and Guarantor to Lender contains a material misstatement of fact or omits to state a material fact.

2.07. No Impairment. Borrower is not party to any agreement or subject to any restriction that would prevent or impair performance of loan obligations.

2.08. No Event of Default. No Event of Default exists under this Agreement and, as of the date of this Agreement no event has occurred and is continuing which, with the expiration of the applicable grace period, if any, would constitute an event of default under any other agreement to which Borrower is a party.

2.09. Litigation. There is not now any suit, action, claim or legal, administrative, arbitration or other proceeding or governmental investigation pending or, threatened or to the best of Borrower's knowledge, threatened in writing against or affecting the Borrower or the Premises.

2.10. Taxes. Borrower has filed all tax returns required to have been filed by it and has paid all taxes prior to delinquency pursuant to such returns or pursuant to any assessment received by it, and Borrower does not know of any basis for additional assessment in respect of such taxes.

2.11. Title. Borrower owns good and marketable fee simple absolute title to the Land, free and clear of any and all mortgages, deeds to secure debt, security deeds, deeds of trust, security interests, liens, encumbrances, claims, charges, covenants, conditions, restrictions, easements, rights of way or other matters affecting the Land (except those matters shown on the title insurance policy issued to Lender and such other matters as permitted hereunder). All covenants, conditions, restrictions, easements and similar matters affecting the Land have been complied with in all material respects. Except for leases entered in the ordinary course of business, Borrower has not subjected, and, except as otherwise may be provided in this Agreement, will not subject, or suffer to be subjected hereafter, the Land or any portion thereof to any lease (other than as previously disclosed to Lender), sublease, tenancy, concession, license, occupancy agreement or similar right, mortgage, deed to secure debt, security deed, deed of trust, lien, encumbrance, claim, charge, equity, covenant, condition, restriction, easement, right of way or other matter

affecting the Land or any portion thereof, except those tenant leases entered into in the ordinary course of business and except as may be consented to by Lender which consent shall not be unreasonably withheld or delayed, and has not entered into, and, except as otherwise may be provided in this Agreement, shall not enter into, any agreement to do any of the foregoing (exclusive of agreements that are subject to Lender consent and exclusive of purchase and sale agreements as may hereafter be executed that provide adequate proceeds to repay the Loan in full). On the date hereof, the Land will be conveyed, transferred or mortgaged by Borrower to Lender free and clear of any and all liens, claims, encumbrances and adverse equities, whether or not of record, except as otherwise provided or allowed for in this Agreement.

2.12. No Default under Title Documents. That no default by Borrower exists under any declaration, restriction, covenant, license, easement or agreement affecting the Premises beyond any applicable cure periods that could reasonably be expected to have a material and adverse effect with respect to Borrower or the Premises.

2.13. Execution and Delivery of the Guaranty.

(a) The execution, delivery and performance of the Guaranty by the Guarantor (a) will not violate or contravene (i) any provision of law, (ii) any order, rule or regulation of any court or other agency of government or any arbitration board, or (iii) any provision of any indenture, agreement or other instrument to which any Guarantor is a party or by which any Guarantor or any of his, her or its property is bound, or be in conflict with, result in a breach of or constitute a default under any such indenture, agreement or other instrument; and (b) will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or assets of any Guarantor, except as specifically contemplated by the provisions of this Agreement or the Guaranty.

(b) The Guaranty constitutes the legal, valid and binding obligations of the Guarantor and is enforceable in accordance with its terms, subject to bankruptcy and other laws generally affecting the rights of creditors.

2.14. Litigation Respecting Guarantor. There are no actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Guarantor, at law or in equity, or by any governmental authority, which involves any of the Guarantor or the transactions herein contemplated or the possibility of any judgment or liability which, if determined adversely as to Guarantor, might result in a material adverse change in the business or financial condition of the Guarantor, nor to the best of Borrower's knowledge, is there any basis for any such action, suit or proceedings, known to Borrower; and Guarantor is in default with respect to any final judgment, decree, writ, injunction, rule or regulation of any court or arbitrator or any federal, state, municipal, foreign or other governmental department, commission, board, bureau, agency or instrumentality.

2.15. Plans and Specifications. That true and correct copies of the plans identified on Exhibit B attached hereto for the construction of the Improvements (hereinafter referred to as the "Plans") have been provided to the Lender, which Plans are satisfactory to the Borrower. The final specifications for the Improvements (the "Specifications") shall be subject to review and

approval by the Lender, which approval shall not be unreasonably withheld provided such Specifications are generally consistent with the Plans and provide for a level of construction, finish, and quality of materials comparable to or better than that of similar projects in Okaloosa County, Florida. The Borrower hereby warrants and agrees with the Lender that the Improvements shall be constructed and completed substantially in accordance with the final Plans and Specifications approved by the Lender free from liens and claims of materialmen, contractors, and subcontractors other than Contested Matters. For clarity, notwithstanding anything contained or inferred herein to the contrary, Borrower covenants to remove all liens asserted in connection with Contested Matters as provided herein.

2.16. Construction Contracts. Necessary site work with respect to the Project will be undertaken pursuant to that certain Site Development Agreement (the "Sitework Contract") between Borrower and DIG Enterprise, LLC ("Sitework Contractor"). The construction of the Improvements will be undertaken by the assembly of modular building units (the "Modules") at an off-site facility, utilizing materials acquired by Borrower (the "Construction Materials"), and the installation and interconnection of the Modules upon the Land. The Construction Materials will be acquired by Borrower pursuant to that certain Material Purchase Contract, dated on or about the date hereof (the "Materials Agreement"), between Borrower and Arris Materials, LLC, a Delaware limited liability company ("Arris Materials"). The assembly of the Modules and the installation and interconnection thereof upon the Land will be undertaken pursuant to that certain Modular Assembly and Delivery Contract, dated on or about the date hereof (the "MADC"), between Borrower and Arris Manufacturing, LLC, a Delaware limited liability company ("Arris Manufacturing"). Installation of the Modules upon the Land under the MADC will be undertaken pursuant to (a) that certain On-Site Assembly Contract, to be executed after the date hereof (the "On-Site Assembly Contract"), between Arris Manufacturing and Buckhaven Construction, LLC ("On-Site Assembly Contractor"), with the On-Site Assembly Contract being converted to a subcontract by Arris Modular Construction & Development, LLC, a Delaware limited liability company ("Arris Construction"), and (b) that certain Construction Management Services Agreement, dated on or about the date hereof (the "Construction Management Agreement"), between Borrower and Arris Construction. The above-described contracts (such contracts, together with the Architect's Contract and the Engineer's Contract, are hereinafter collectively referred to as the "Construction Contracts") are in full force and effect, with each party thereto being in material compliance with the terms thereof. The work to be performed pursuant to the above-described contracts includes without limitation the work called for by the Plans and Specifications.

2.17. Architectural and Engineering Contracts. That Wakefield Beasley & Associates (the "Architect") has prepared the Plans and Specifications and shall act as the Architect with respect to construction of the Improvements under the terms of that certain Letter of Agreement between the Borrower and the Architect, dated March 6, 2020 (the "Architect's Contract"). That Kimley-Horn (the "Engineer") shall act as the Engineer with respect to construction of the Improvements under the terms of that certain letter between the Borrower (through assignment by Core Property Capital, LLC to Borrower) and the Engineer, dated on or about the date hereof (the "Engineer's Contract").

2.18. Validity of Loan Documents. That to the best of the Borrower's knowledge

the Loan Documents are in all respects legal, valid, and binding according to their terms, subject to bankruptcy and laws generally affecting the rights of creditors.

2.19. Priority of Lien on Personalty.

(a) Security Interest. That, other than such matters as will be released in accordance with Section 5.19, no chattel mortgage, bill of sale, security agreement, financing statement, or other title retention agreement (except those executed in favor of the Lender) has been or will be executed with respect to any personal property, chattel, or fixture owned by the Borrower, including without limitation the Modules and all underlying materials thereto, used in conjunction with the construction, operation, or maintenance of the Improvements, without the prior written consent of the Lender.

(b) Arris Credit Line Lender. That Arris Credit Line Lender (as contemplated in Section 5.19(f) below) is Renasant Bank at the date hereof, and that Arris Credit Line Lender made a loan to Arris Manufacturing for the assembly of the Modules, and that Borrower shall promptly notify Lender of any change to Arris Credit Line Lender, by assignment, merger or otherwise, and of any claim, security interest or lien asserted against the Modules.

2.20. Conflicting Transactions of the Borrower. That the consummation of the transactions hereby contemplated and the performance of the obligations of the Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under, any mortgage, security deed, deed of trust, lease, bank loan or credit agreement, corporate charter, by-laws, or other instrument to which the Borrower or any party comprising the Borrower or Guarantor is a party or by which any of them may be bound or affected.

2.21. Pending Litigation. That there are no actions, suits, or proceedings pending, or, to the best knowledge of the Borrower, threatened in writing, against or affecting it or the Premises, or involving the validity or enforceability of any of the Loan Documents or the priority thereof, at law or in equity, or before or by any governmental authority; and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority.

2.22. Violations of Governmental Law, Ordinances, or Regulations. That the Borrower has no knowledge of any violations or notices of violations of any federal law or municipal ordinance or order or requirement of the State of Georgia or any municipal department or other governmental authority having jurisdiction affecting the Premises, which violations in any way relate to or affect the Premises.

2.23. Compliance with Zoning Ordinances and Similar Laws. That at all times the Plans and Specifications and construction pursuant thereto and the use of the Premises contemplated thereby comply and will comply, in all material respects, with all governmental laws and regulations and requirements, zoning ordinances and conditions, restrictive covenants and standards, and regulations of appropriate supervising boards of fire underwriters and similar agencies. Borrower shall not, directly or indirectly, initiate or consent to any changes to the zoning or any other governing governmental ordinance, rule or law of the Premises in any manner without

the prior written consent of Lender (other than such changes as would expand permitted uses or, in the aggregate, reduce physical limitations and restrictions upon or with respect to the Premises); provided, however, the foregoing shall not operate to prevent the filing of the master subdivision plat as contemplated by Section 3.15 hereof.

2.24. Availability of Utilities. That all utility services necessary for the construction of the Improvements and the operation thereof for their intended purposes are available (through public or private easements or rights-of-way which will inure to the benefit of the Lender in the event of a foreclosure of the Mortgage) at the boundaries of the Land, or that connecting lines may be constructed within rights-of-way adjacent to the Land to connect to existing utilities in intersecting rights-of-way, including, without limitation, water supply, storm and sanitary sewer facilities, and electric and telephone facilities, and that all necessary steps shall be taken by the Borrower to assure complete construction and installation of such utility services prior to the date upon which service to the Premises by such facilities shall be necessary.

2.25. Building Permits. That all development and grading permits required for the performance of that portion of preparation of the Land for the construction of the Improvements which has been performed prior to the date of this Agreement have been obtained and that copies of all such building and development permits have been delivered to the Lender. Borrower further warrants and represents to Lender that Borrower is (or will be, prior to the commencement of the applicable stage of development and/or construction) in possession of all necessary and applicable permits and licenses to construct the Improvements, it being understood and agreed that such permit shall be a condition precedent to the disbursement request under the Loan by Borrower that immediately follows the disbursement applicable to such installation. To the extent Borrower is not in possession of necessary and applicable permits and licenses for development and/or construction of work not now being undertaken, Borrower will be able to obtain the same in ordinary course without material impediment or delay, subject to Section 3.01 hereof.

2.26. Condition of Premises. That the Premises are not now damaged or injured in any manner that affects Lender's security for the Loan as a result of any fire, explosion, accident, flood, or other casualty.

2.27. Brokerage Commissions. That any brokerage commissions in connection with the transaction contemplated hereby which are due at the time of execution of this Agreement have been paid in full and that any such commissions coming due in the future will be promptly paid by the Borrower. The Borrower agrees to and shall indemnify the Lender from any liability, claims, or losses arising by reason of any such brokerage commissions (except for any commissions due as a result of any act of the Lender). This provision shall survive the repayment of the Loan made in connection herewith and shall continue in full force and effect as long as the possibility of such liability, claims, or losses exists.

2.28. Contracts. That the Borrower has made no contract or arrangement of any kind or type whatsoever (whether oral or written, formal or informal), the performance of which by the other party thereto could give rise to a lien against the Premises, except for its contracts (all of which have been disclosed in writing to the Lender) made by the Borrower with parties who have executed and delivered lien waivers to the Borrower or which will be subject to a

subordination agreement in favor of Lender, it being expressly understood and agreed that each disbursement of the Loan under this Agreement shall be subject to among other things Lender's title insurance company issuing a date-down endorsement in form and content satisfactory to Lender notwithstanding anything contained or inferred herein or elsewhere to the contrary.

2.29. Access. That access to the Premises from public rights-of-way is available by rights of way which have been dedicated to public use and accepted by such governmental authority. The Borrower shall take all necessary steps to assure that all curb cuts and traffic signals shown on the Plans shall be fully approved by all necessary governmental authorities and installed prior to the date upon which services to the Premises by such facilities shall be necessary.

2.30. Tax Assessment. That, for purposes of all real property taxes, assessments, water rents, sewer rents, utility charges, and other governmental or municipal or public or private dues, charges or levies (all of which are hereinafter collectively referred to as the "Taxes"), the Land and the Improvements are and shall be assessed as a separate and distinct parcel from any other real property, so that the Land and Improvements shall never become subject to the lien of any Taxes levied or assessed against any real property other than the Land and Improvements.

2.31. Free of Hazardous Materials. That, to the best of the Borrower's knowledge and except as disclosed in the Phase I environmental assessment delivered to Lender in connection with this Agreement, the Premises (including the Land, surface water, ground water, and Improvements) are free of any substantial amounts of waste or debris and is free of all contamination including: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any substance the presence of which on the Premises is prohibited by any law similar to those set forth in this Paragraph; (d) contamination resulting from any oil, petroleum products, and their by-products; and (e) contamination resulting from any materials which, under federal, state, or local law, statute, ordinance or regulations, or court or administrative order or decree, or private agreement (hereinafter referred to collectively as "Environmental Requirements"), require special handling in collection, storage, treatment or disposal (items (a)-(e)) are hereinafter referred to collectively as "Hazardous Materials"), and that there are no toxic or hazardous wastes located in or about any portion of the Premises in violation of any Environmental Requirement.

2.32. Effect of Certificate for Payment. That each Certificate for Payment (as defined in Section 5.01 hereinbelow) shall constitute an affirmation that the representations and warranties of this Article 2 remain true and correct as of the date thereof (subject to changes of fact not resulting from any breach of this Agreement by Borrower and that will not result in the failure or inability of Borrower to perform its obligations under this Agreement), provided any such changes shall permit Lender in its discretion to withhold any subsequent disbursements if such changes result in either (a) an event that with notice and the passage of time would constitute an Event of Default hereunder, (b) an event that renders any inspection under Article 5 hereof inaccurate or no longer true, or (c) the determination by Lender's relationship manager that the Loan is no longer in balance.

2.33. Non-Commencement of Construction. That there has been no commencement of work (other than demolition for which the Borrower must deliver copies of all necessary permits and original executed lien waivers from all parties performing work in connection therewith prior to the commencement of such demolition work) on the Land or delivery of materials to the Land on or before the date hereof that would or might give rise to any statutory or common law lien against the Premises or any part thereof which will be prior to the lien of the Mortgage.

2.34. Prohibited Person. That Borrower is not a “Prohibited Person” which is defined herein as: (i) a Person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (iii) a Person with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (iv) a Person who commits, threatens or conspires to commit or supports “terrorism” as defined in Executive Order No. 13224, (v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or at any other official publication of such list, and (vi) a Person who is affiliated with a Person described in clauses (i) – (v) above.

Article 3. Covenants of the Borrower.

The Borrower hereby covenants and agrees with the Lender as follows:

3.01. Commencement and Completion of Construction. Subject to the terms of Section 8.28 hereof, to (a) promptly commence construction of the Improvements and (b) diligently and continuously to pursue said construction of the Improvements to substantial completion in a manner materially consistent with the schedule attached hereto as **Exhibit C** and by this reference made a part hereof (the “Completion Schedule”), with substantial completion to occur within 18 months of the date of this Agreement, all in accordance, in all material respects, with the approved Plans and Specifications and in material compliance with all terms and conditions of the Loan Documents, without liens, claims, or assessments (actual or contingent) asserted against the Premises for any material, labor, or other items furnished in connection therewith (other than Contested Matters) and in material compliance with all applicable restrictive covenants and standards and all construction, use, building, zoning, and other similar requirements of any pertinent governmental jurisdiction. Reasonable evidence of compliance with all of the above will be provided to the Lender by the Borrower promptly upon request therefor by the Lender. It is expressly understood and agreed that (a) construction of any portion of the Improvements shall not proceed unless and until all necessary permits with respect to such work have been obtained, and (b) no changes will be made to the approved Plans and Specifications by, or be permitted to be made to them by, the Borrower, the Architect, the Site-Work Contractor, the On-Site Assembly Contractor, or any other person or entity, to the extent such changes materially affects the prosecution of the MADDC, without the prior written approval thereof by the Lender, such approval not to be unreasonably withheld, and by all requisite governmental authorities.

Notwithstanding the foregoing, the Lender's approval shall not be required hereunder with respect to any change which (a) does not result in an increase in the costs of the Project price by more than \$100,000.00 with respect to any individual change order, or more than \$250,000.00 with respect to the aggregate of all change orders prior to and including such change order (unless such increase will be separately funded by Borrower prior to the next-funded draw request under this Agreement), except where any change could reasonably be expected to have an actual negative impact on the value of the Premises (other than in a de minimis respect in Lender's reasonable determination), (b) does not result in a change in the time for performance under the MADC, and (c) does not provide for a reduction in quality of finish materials, reduction in the number or quality of dwelling units or amenities, or result in any material changes in design configuration. The Lender agrees to respond to any request for approval of the Specifications or of any change in the Plans and Specifications within fifteen (15) days after receipt of such request and all typical supporting information, and failing to do so, the Lender shall be deemed to have approved such Specifications or such requested change. The Borrower will furnish to the Lender, immediately after completion of the pouring of the foundation of the last structure forming a part of the Improvements, a survey prepared and certified to by a licensed engineer reasonably acceptable to the Lender showing the foundations of each structure forming a part of the Premises and showing that the location thereof is entirely within the property lines of the Land and does not encroach upon, breach, or violate any building line, easement, or similar restriction.

3.02. Construction Contracts. (a) To cause or permit no material default to occur under the terms of the MADC, the Materials Agreement, or the Construction Management Agreement, (b) to cause the full and timely performance under the MADC, including without limitation all subcontracts thereto (subject to Borrower's right to replace subcontracts as contemplated below in this Section), (c) to waive or authorize waiver of none of the material obligations of the Construction Contracts, (d) to do no act which would relieve or authorize relief of the counterparties under any of the Construction Contracts from its obligations to construct the Improvements according to the Plans and Specifications, (e) to enforce or cause enforcement, in a commercially reasonable manner, the Construction Contracts, (f) except for change orders otherwise permitted hereunder, to make or authorize no amendment to the Construction Contracts nor enter into any agreement other than the Construction Contracts for the performance of work on or the furnishing of materials or services to or in connection with the Project without the prior written consent of the Lender, such consent not to be unreasonably withheld, and (g) to cause the Modules to be released of all claims, liens and security interests and timely delivered to the Land free and clear of all claims, liens and security interests in exchange for Lender's advance of proceeds from the Loan for such Modules. Nothing in this Agreement shall be construed to prohibit Borrower, Arris Manufacturing, and/or Arris Construction from replacing the Sitework Contract or the On-Site Assembly Contract and replacing the counterparty thereto, all so long as (i) such replacement contract does not result in an increase in costs of the Project (unless the same are paid directly by Borrower from its own funds prior to any subsequent advance by Lender under this Agreement) or any actual decrease in the value of the Premises, and (ii) Borrower immediately provides written notice to Lender of the same, promptly provides Lender with a final lien waiver from the original counterparty (unless the original contract is a Contested Matter), and promptly provides Lender with a subordination agreement with respect to such replacement as may be reasonably acceptable to Lender. For the avoidance of doubt, in the event that the Sitework Contract or the On-Site Assembly Contract is replaced in accordance with the preceding sentence,

the above covenants in the first sentence of this Section shall no longer apply to the replaced contracts.

3.03. Insurance. The Borrower shall procure and maintain, for so long as the Loan or any portion thereof remains outstanding, the following policies of insurance, fully paid, from such companies, in such amounts, in such form and substance, and with such expiration dates as are acceptable to the Lender, such policies, with the exception of title insurance, to provide that the insurer shall give the Lender at least thirty (30) days prior written notice of cancellation or termination, and to provide that no act or thing done by the insured shall invalidate or diminish the insurance provided to the Lender:

(a) Title Insurance. An original mortgagee title insurance policy in an amount, form and substance and written by a title insurance company and through a title agent satisfactory to Lender and insuring a valid first lien upon and security title in and to the Premises by virtue of the Mortgage, the original of which policy shall be promptly delivered to Lender. The policy shall contain no exceptions other than those specifically waived in writing by Lender. Lender's execution and delivery of this Agreement confirms that this requirement has been satisfied.

(b) Liability Insurance. Comprehensive general public liability insurance policy in an insurance company satisfactory to the Lender and in standard form, such public liability policy to be in the amount of not less than \$1,000,000 with respect to any one accident, \$1,000,000 with respect to injury or death of any one person, \$1,000,000 with respect to damage of property and \$2,000,000.00 aggregate, identifying Lender as the certificate holder, additional insured and mortgagee.

(c) Builder's Risk Insurance. "All risk" builder's risk insurance on a non-reporting, completed value basis, insuring the Improvements against all hazards, including, without limitation, flood, earthquake, and collapse, in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements without deductions for depreciation, identifying Lender as an additional insured and containing a mortgagee loss payable clause satisfactory to the Lender; said insurance coverage to be kept in full force and effect at all times following installation of foundations and slabs until the completion of construction of the Improvements;

(d) Hazard Insurance. After completion of construction of the Improvements, "all risk" hazard insurance, insuring the Premises against all hazards, including, without limitation, flood, earthquake, and collapse, in an amount not less than one hundred percent (100%) of the full replacement cost of the Improvements without deductions for depreciation, and containing a mortgagee loss payable clause satisfactory to the Lender; a copy of said policy shall be promptly delivered to the Lender upon completion of construction of the Improvements and before any portion of the Premises is occupied by the Borrower or any tenant of the Borrower, with such insurance to be kept in full force and effect at all times thereafter until the payment in full of the Loan; provided, however, that any portion of the Premises consisting of improvements other than the Improvements shall be insured under such a policy to be in place and in force not later than the time of closing of the Loan;

(e) Contractor Liability and Workers' Compensation Insurance. Contractor liability and workers' compensation insurance to the satisfaction of the Lender, insuring Arris Manufacturing and Borrower, in an amount of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and naming the Lender as an additional insured, mortgagee and certificate holder; and

(f) Rent Insurance. Upon the commencement of the tenant's obligation to pay rent under any lease affecting the Premises, and at Lender's request, a "loss of rent" insurance policy equal to 100% of gross rental income for a period of twelve (12) months, together with proof of payment of the premium.

Without limiting the foregoing and in addition thereto, Borrower shall provide and cause to be provided to Lender such policy or policies of insurance as Lender shall reasonably request in amounts and scope of coverage as Lender shall reasonably determine, consistent with Lender's customary practices with respect to projects of similar size and scope, but with regard to the method of construction utilized with respect to the Project. The Borrower shall provide the Lender with certified copies of the policies providing for the above-described coverages and certificates of insurance indicating that such policies are issued and in force, together with evidence of payment of premiums thereon.

3.04. Collection of Insurance Proceeds. To cooperate with the Lender in obtaining for the Lender the benefits of any insurance or other proceeds lawfully or equitably payable to the Lender in connection with the transactions contemplated hereby and to reimburse the Lender for any actual and reasonable out-of-pocket expenses incurred in connection therewith (including the payment by the Borrower of the expense of an independent appraisal on behalf of the Lender in case of a fire or other casualty affecting the Premises).

3.05. Application of Loan Proceeds. To use the proceeds of the Loan solely for the purpose of paying for the costs of development and construction of the Improvements in accordance with the cost breakdown approved by the Lender and such other costs as may be approved from time to time in writing by the Lender; and in no event to use any of the proceeds of the Loan for personal, family, or household purposes.

3.06. Expenses. To pay all reasonable costs of closing the Loan and all reasonable expenses of the Lender with respect thereto, including but not limited to, reasonable legal fees (including reasonable legal fees incurred by the Lender subsequent to the closing of the Loan but incurred in connection with the disbursement, collection, or work-out of the Loan and in connection with any amendment, consent, waiver, or forbearance relating to the Loan), advances, recording expenses, reasonable and customary fees and expenses of any construction consultant, appraiser or inspector retained by the Lender pursuant to the terms of this Agreement, surveys, intangible taxes, expenses of foreclosure (including reasonable attorney's fees), and similar items. Borrower agrees that all closing papers, title insurance policies, loan documents, and subsequent agreements with Lender shall be subject to the approval of the Lender's attorneys.

3.07. Right of the Lender to Inspect the Premises. To permit the Lender and its

representatives and agents to enter upon the Premises upon reasonable notice and to inspect the Improvements and all materials to be used in the construction thereof and to reasonably cooperate and cause all contractors to reasonably cooperate with the Lender and its representatives and agents during such inspections; provided, however, that this provision shall not be deemed to impose upon the Lender any obligation to undertake such inspections or any liability for the failure to detect or the failure to act with respect to any defect which was or might have been disclosed by such inspections.

3.08. Correction of Defects. Promptly to correct any structural defect in the Improvements or any departure from the Plans and Specifications (exclusive of de minimis variances in the reasonable determination of Lender) not previously approved in writing by the Lender except for change orders which are deemed approved or do not require Lender approval. The advance of any proceeds of the Loan whether before or after such defects or departures from the Plans and Specifications are discovered by, or brought to the attention of, the Lender shall not constitute a waiver of the Lender's right to require compliance with this covenant.

3.09. Sign Regarding Construction Financing. To obtain Lender's prior written consent prior to and as a condition of erecting and maintaining any signs indicating that construction financing is being provided by the Lender, all to the reasonable satisfaction of the Lender. Borrower shall not advertise that construction is being financed by Lender absent Lender's prior written consent.

3.10. Books and Records. To keep and maintain proper and accurate books, records, and accounts reflecting all items of income and expense of the Borrower in connection with the Premises and the construction thereon, separate from any general accounting records which the Borrower may maintain in connection with the Borrower's general business activities; and, upon not less than two business days' notice from the Lender, to make such books, records, and accounts immediately available to the Lender for inspection or independent audit.

3.11. Reports. To maintain a system of accounting established and administered in accordance with generally accepted accounting principles, consistently applied, to keep adequate records and books of account in which complete entries will be made in accordance with such accounting principles and reflecting all transactions required to be reflected by such accounting principles, and to keep accurate and complete records of the operation of the Improvements and any leases with respect thereto; provided, however, that all financial statements other than annual statements will be prepared on a modified cash basis. Borrower shall furnish and shall cause to be furnished to Lender the following: (i) Borrower's annual company prepared financial statements within sixty (60) days of fiscal year end, (ii) Borrower's annual tax return, including all supplemental schedules attached thereto, within thirty (30) days after filing (if an extension is filed, Lender will be provided with a copy within thirty (30) days of filing), (iii) Borrower's quarterly rent roll statements, within thirty (30) days of calendar quarter-end, commencing upon the issuance of the certificate of occupancy, and will thereupon change to semi-annual upon stabilization (as determined by Lender in its discretion), (iv) Borrower's quarterly operating statements, within 45 days of calendar quarter end, commencing upon the issuance of the certificate of occupancy, (v) Guarantor's annual tax returns, including all supplemental schedules attached thereto, within thirty (30) days after filing (if an extension is filed, Lender will be provided with a copy within thirty

(30) days of filing), and (vi) Guarantor's quarterly financial statements within 45 days of quarter end. From time to time and promptly upon each request, Borrower shall deliver and cause to be delivered to Lender such data, certificates, reports, statements, documents, or further information regarding the assets or the business, liabilities, financial position, projections, results of operations, or business prospects of the Borrower and Guarantor as the Lender may reasonably request.

3.12. Notification of Claims by Subcontractors and Materialmen. To advise the Lender promptly and in writing if the Borrower receives any written claim of lien from any laborer, subcontractor, or materialman claiming that it has not been paid when due for any labor or materials furnished in connection with the construction of the Improvements.

3.13. Notification of Citations or Other Government Orders. To advise the Lender promptly and in writing if the Borrower receives any notice of violation, shut down, cease and desist, citation, or similar matter issued or threatened by any governmental agency regarding the Premises.

3.14. Additional Agreements.

(a) Regarding Construction. To furnish to the Lender all instruments, documents, initial surveys, certificates, plans and specifications, title and other insurance, reports and agreements, and each and every other document and instrument required to be furnished to or reasonably requested by the Lender during the term of this Agreement, all at the Borrower's expense (it being understood that no such additional instruments will act to increase the obligations or reduce the rights of Borrower unless otherwise agreed to by Borrower).

(b) Regarding Preservation of Security. To execute and deliver to the Lender such documents, instruments, assignments, and other writings, and to do such other acts reasonably necessary to preserve and protect the collateral at any time securing or intended to secure the Note, as the Lender may reasonably require; provided, however, the foregoing obligation shall not require Borrower to agree to any increase of its obligations or liabilities or any reduction of its rights.

(c) Regarding This Agreement. To do all such other lawful and reasonable acts and to execute all such further conveyances and assurances as may be reasonably necessary for the more effective carrying out of the intents and purposes of this Agreement, as the Lender shall reasonably require from time to time; provided, however, the foregoing obligation shall not require Borrower to agree to any increase of its obligations or liabilities or any reduction of its rights.

(d) Regarding Borrower. To refrain from and prohibit any sale, transfer, conveyance, assignment, disposition, master lease or encumbrance of the Premises or any portions thereof or the sale, transfer, conveyance, pledge or encumbrance of any ownership of the Borrower and/or any membership interest in the Borrower; provided, however, the foregoing shall not operate to prohibit any Permitted Encumbrance or any Permitted Transfer.

3.15. Easements and Restrictions. To submit to the Lender for the Lender's

approval prior to the execution thereof by the Borrower all proposed easements or other instruments which would affect the title to the Premises, accompanied by a survey or sketch showing the proposed location thereof and such other information as the Lender shall reasonably require. The Borrower shall not subject the Premises or any part thereof to any restrictive covenant (including any restriction or exclusive use provision in any lease or other occupancy agreement) other than those restrictions described in Exhibit B to the Mortgage, file any declaration of condominium with respect to the Premises, or take any action to change the zoning affecting the Premises (other than changes that would expand a permitted use or, in the aggregate, reduce the limitations and restrictions applicable to the Premises) without the prior written consent of the Lender. Lender shall not unreasonably withhold its consent to Borrower's execution of any easements, declarations, covenants, or restrictions with respect to the Premises so long as the same are customary in connection with the development and operation of a multi-family complex and do not adversely (other than in de minimus respects in the reasonable determination of Lender) affect the value or operation of the Premises, and Lender's consent shall be deemed to have been given if Lender fails to respond to Borrower's written request for approval with respect to such matters within ten (10) business days' following Borrower's written request for consent. Any easement or other instrument granted in accordance with this Section 3.15 is herein referred to as a "Permitted Encumbrance"). Nothing in this Section 3.15 shall obligate Lender to subordinate its interest in the Premises to any subsequent Permitted Encumbrance; it being understood, however, that Lender shall not unreasonably refuse to do so if Lender's security would not be adversely affected thereby and the above criteria are satisfied. In addition, nothing in this Section or elsewhere in this Agreement or any of the other Loan Documents shall prohibit Borrower from filing the master subdivision plat with respect to the Premises in the form submitted to Lender prior to the date hereof (subject to de minimus changes in the reasonable determination of Lender), and in such regard, Lender agrees, at Borrower's cost and expense, to execute such commercially reasonable instruments as the applicable governmental authorities may require (as necessary to evidence Lender's consent and subordination to such plat) and to release any dedicated roadways from the lien of any of the Loan Documents in connection with such filing.

3.16. Compliance with Requirements. To timely and fully comply in all material respects with each and every law, ordinance, order, rule, or regulation relating in any way to the Premises issued by the United States, the State of Florida, and/or any political subdivision thereof and/or any agency, department, commission, board, bureau, or instrumentality of any of them. Without limiting the foregoing, if either or both of the so-called Federal Clean Air Act, as amended, or the Federal Water Pollution Control Act, as amended, are applicable to the Premises, the Borrower represents that the Improvements are not in violation of such acts, or any of the rules, regulations and orders issued thereunder, and the Borrower affirmatively agrees with the Lender, so long as the Borrower is obligated to the Lender under this Agreement, that construction will take place and be completed in material conformity with such acts, and the Improvements will thereafter be maintained in material conformity therewith.

3.17. Timely Compliance with Agreement. Borrower shall timely comply with and satisfy its obligations under this Agreement.

3.18. No Other Indebtedness. Throughout the term of the Loan, Borrower shall incur no additional indebtedness for borrowed funds absent Lender's prior approval (exclusive of

trade payables and any preferred equity arrangements with FCP as contemplated by the Recognition Agreement).

3.19. Hazardous Materials. The Borrower shall not place or permit to be placed any Hazardous Materials on the Premises except for materials used in the ordinary course of development, construction, and operation of the Improvements. If, at any time, there are Hazardous Materials located on the Premises or used in connection with the development or operation thereof which, under any Environmental Requirement, require special handling in collection, storage, treatment or disposal, the Borrower shall take or cause to be taken, at its sole expense, such actions as may be necessary to comply in all material respects (in the reasonable determination of Lender) with all Environmental Requirements. The Borrower shall, in the event of any material change in any requirement governing the assessment, release, or removal of hazardous materials, which change would lead a prudent lender in possession of the tests and information relative to the Premises to require additional testing to avail itself of any statutory insurance or limited liability, take all such action (including, without limitation, the conducting of engineering tests at the sole cost and expense of the Borrower) as may be reasonably requested by the Lender to confirm to the Lender that no hazardous substance is or ever was stored, released, or disposed of on or from the Premises; and the Borrower shall provide the Lender with written notice: (a) upon the Borrower's obtaining knowledge of any potential or known release, or threat of release, of any hazardous substance on or from the Premises; (b) upon the Borrower's receipt of any notice or any such potential or known release, or threat of release from any governmental authority; or (c) upon the Borrower's obtaining knowledge of the incurring of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material for which expense or loss the Borrower may be liable or for which expense a lien may be imposed on the Premises. If the Borrower shall fail to take such action, the Lender may make advances or payments toward performance or satisfaction of the same but shall be under no obligation so to do; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, reasonable attorneys' fees, fines, or other penalty payments, shall be reimbursed by the Borrower to the Lender as provided in Section 3.06 hereof. The Borrower hereby agrees to indemnify and hold the Lender harmless from and against any loss, expense, damage, liability, or charge whatsoever, including reasonable attorneys' fees and court costs and other costs of any litigation or other proceeding arising from the Lender's being made a party to any action or suit brought under or application of any Environmental Requirement with respect to the Premises. It is expressly acknowledged by the Borrower that this covenant of indemnification shall survive any foreclosure of the lien and security interest of the Mortgage or any deed given in lieu of foreclosure of the Mortgage and shall inure to the benefit of the Lender, its successors and assigns, in the event the Lender becomes a successor-in-interest to the Premises, and to the benefit of the holder of the Premises under any conveyance by deed in lieu of foreclosure of the Mortgage pursuant to the terms of the Loan Documents. The Borrower's obligations under this Paragraph shall not extend to any matters or circumstances resulting from or arising out of any act or omission of the Lender, its agents, or assigns, or any occurrence from and after the date that Borrower is no longer in control of the Premises as a result of Lender's exercise of remedies, except for such matters which are continuing on the date of Borrower's loss of such control.

3.20. Bills of Sale. To deliver to the Lender, within fifteen (15) days of written

demand, any contracts, bills of sale, statements, receipted vouchers, or agreements under which the Borrower claims title to any materials, fixtures, or articles of personal property incorporated in the Improvements or subject to the lien or security title of the Mortgage.

3.21. Compliance with Restrictive Covenants and Easements. To comply in all material respects with all restrictive covenants and easements affecting the Premises.

3.22. Leasing and Conveyance of the Premises. Except for tenant leases entered in the ordinary course of business upon a standard form of lease which has been approved by the Lender, and except pursuant to or as otherwise permitted in the Loan Documents, the Borrower shall not, without the prior written consent of the Lender, mortgage, assign, convey, sell, lease, or otherwise dispose of or encumber its interest in the Premises, or any part thereof, or the income stream therefrom, or permit any such action to be taken; provided, however, the foregoing shall not prohibit Permitted Encumbrances or Permitted Transfers.

3.23. Application of Net Operating Income. All net operating income generated from the operation of the Premises shall be applied by the Borrower upon receipt thereof to pay for expenses incurred in the operation of the Premises which are then due and payable. So long as: (i) all regular operating expenses are paid in the ordinary course of business, (ii) no Event of Default exists, and (iii) Borrower is unaware of any event or occurrence that with the giving of notice and passage of time would result in an Event of Default, disbursements from operations may be made to Borrower's members.

3.24. Insufficiency of Loan Proceeds.

(a) If, at any time during the term of this Agreement, in the Lender's reasonable judgment and opinion, the remaining undisbursed portion of the Loan (excluding any portion of the Prefund Reserve and any other amounts allocated to interest or operating deficit reserves under the Loan), but inclusive of available contingency amounts and reallocations allowed hereunder) is insufficient to fully complete the Improvements in accordance with the Completion Schedule and the approved Plans and Specifications, then the Borrower shall, within seven (7) days after written notice thereof from the Lender, deposit with the Lender such sums of money in cash as the Lender may reasonably determine to correct such shortfall, and no further disbursements of the Loan, at the Lender's option, shall be made by the Lender until this Paragraph has been fully complied with; provided, however, if the shortfall is in an amount less than \$1,000,000 and Borrower has notified Lender that it will fund such shortfall from amounts contributed by Borrower's members, Borrower shall not be required to immediately make a deposit with Lender so long as Borrower corrects such shortfall from its own funds prior to requesting additional draws under this Agreement, and provided further that such shortfall does not result in a delay in the completion of the Project. All such sums as deposited by Borrower shall be deposited in an interest bearing account by the Lender and shall stand as additional security for the Borrower's obligations under this Agreement and such sums and any interest thereon shall be disbursed before any further advances of the Loan are made, or shall be paid over to the Borrower upon termination of the Borrower's obligations under this Agreement. Notwithstanding anything contained or inferred herein to the contrary, as a condition to any advance of the Loan, the Loan at all times shall remain in balance as determined by Lender's relationship manager.

(b) In addition to the foregoing, if at any time the Lender shall have advanced the full amount provided for in the Development Cost Schedule, as defined in Article 5 below, with respect to any item or any category of items set forth therein, and such budgeted amount shall prove to be insufficient to pay the full costs of such item or category of items, the Borrower will promptly pay out of its own funds all such excess costs as and when incurred, unless such excess costs are provided for by any contingency funds included in the Development Cost Schedule which are approved by the Lender to be used for such purpose, which approval shall not be unreasonably withheld, delayed, or conditioned, or unless the Lender consents to the funding of such amounts from any savings realized or projected to be realized with respect to any other category of items under the Development Cost Schedule, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, so long as no Event of Default exists, Lender's consent shall not be required with respect to (i) application of the contingency funds in proportion to the percentage of completion of the Project, and (ii) the application of actual cost savings, as confirmed by commercially reasonable evidence of the same delivered to Lender, to another line item so long as the cost savings have not resulted from any reduction in the overall quality (beyond a de minimis extent as determined in Lender's reasonable determination) or scope of the Project.

3.25. Notice to the Lender. The Borrower will promptly advise the Lender in writing of (a) all litigation known to the Borrower, regardless of amount, affecting the Borrower or any part of the Premises and (b) all written notices of complaints and charges received by the Borrower from any governmental or municipal authority with respect to the Premises.

3.26. Covenant against Liens. Except as otherwise provided in the Loan Documents, the Borrower shall not suffer to exist any lien on the Premises or any portion thereof other than (a) a lien for ad valorem taxes not yet due and payable on the Premises, (b) inchoate mechanic's and materialmen's lien rights (which shall not be allowed to be or become a lien of record due to nonpayment by the Borrower of the full or partial consideration for the services of such potential lienholder), whether superior or inferior to the Mortgage, without the express written consent of the Lender, and (c) Contested Matters. In the event any other lien is placed or filed against the Premises or any portion thereof, the Borrower shall remove such lien in accordance with the instruction and requirements of Lender.

3.27. Restoration of the Improvements after Damage or Destruction. If the Premises are partially or totally damaged or destroyed by fire or any other cause, and if the Lender makes available to the Borrower the proceeds of any fire or other casualty insurance received by the Lender with respect to such damage or destruction, the Borrower shall promptly proceed with the restoration thereof and diligently pursue the work of restoration to completion. The Lender agrees to make the proceeds of any fire or other casualty insurance available to the Borrower, after deducting from such proceeds all of the Lender's reasonable expenses incurred in the collection of such sums, for the purpose of restoration or repair of the Premises or any portion thereof provided that (a) no Event of Default then exists and (b) if, in the sole and reasonable judgment of the Lender, the proceeds described above, as and when the same are made available, are less than the projected cost of such restoration or repair, then the Borrower shall, within fifteen (15) days of written demand, deposit with the Lender an amount equal to the difference between the proceeds collected and the projected cost. In the event both of such conditions are not satisfied, the Lender

may, at its option, terminate this Agreement by delivering written notice of such election to the Borrower and declare the entire outstanding principal balance of the Loan and all accrued and unpaid interest thereon to be immediately due and payable, and in the event the Borrower shall fail to pay such indebtedness in full within fifteen (15) days of receipt of such notice from the Lender, the Lender may apply the proceeds of any fire or other casualty insurance received by the Lender, or any part thereof, to payment of the indebtedness secured by the Mortgage in such order as the Lender may determine.

3.28. Restoration of the Improvements after Condemnation. If the Premises are partially condemned and if the Lender makes available to the Borrower the proceeds of such condemnation proceeding received by the Lender, the Borrower shall promptly proceed with the restoration thereof and diligently pursue the work of restoration to completion. The Lender agrees to make any such condemnation proceeds available to the Borrower, after deducting from such proceeds all of the Lender's expenses incurred in the collection of such sums, for the purpose of restoration of the Premises, provided that (a) the Borrower is not in default under the terms of this Agreement, (b) if, in the sole judgment of the Lender, the proceeds described above are less than the projected cost of such restoration, then the Borrower shall, within fifteen (15) days of written demand, deposit with the Lender an amount equal to the difference between the proceeds collected and the projected cost, and (c) in the event such condemnation proceeds exceed the cost of restoration of the Premises, the Borrower shall deliver one hundred percent (100%) of such excess to the Lender to apply to the outstanding principal balance of the Note. In the event such conditions are not satisfied, the Lender may, at its option, terminate this Agreement by delivering written notice of such notice to the Borrower and declare the entire outstanding principal balance of the Loan and all accrued and unpaid interest thereon to be immediately due and payable, and in the event the Borrower shall fail to pay such indebtedness within fifteen (15) days of receipt of such notice from the Lender, the Lender may apply any such condemnation proceeds received by the Lender, or any part thereof, to payment of such indebtedness in such order as the Lender may determine.

3.29. Management Agreement. The Lender hereby acknowledges that the Borrower intends to enter into a certain Management Agreement (the "Management Agreement") with an affiliate of First Communities Management, Inc. (the "Manager"), for the operation, direction, management, and supervision of the Improvements as outlined therein, and consents to the execution of such Management Agreement substantially in the same form as that heretofore presented to the Lender for the Lender's review. The Borrower agrees that the Management Agreement shall not be altered, amended, modified, or extended in any material respect (including any increase in fees) without the prior written consent of the Lender, which consent shall not be unreasonably withheld.

3.30. Additional Covenant Regarding Payments. The Borrower hereby covenants and agrees with the Lender to pay to and reimburse the Lender for the following: (a) any and all loss, cost, expense, or damage suffered by the Lender, or any other holder of the Note evidencing the Loan, or any part thereof, which is caused by any material misrepresentation, or fraud, of the Borrower whether contained in the Loan Documents or any other writing in connection with the Loan; (b) any and all amounts paid by the Lender to cure defaults in the performance by the Borrower of any covenants and undertakings contained in the Loan Documents; and (c) all

insurance premiums, real estate taxes, personal property taxes, and any other assessments levied against the Premises to the extent arising prior to the date that Borrower no longer has control of the Premises as a result of Lender's exercise of remedies.

3.31. Depository Relationship. Borrower agrees to maintain its operating account with Lender throughout the term of this Loan.

3.32. Debt Yield Ratio. Borrower shall maintain a minimum Debt Yield Ratio of Nine and One-Half percent (9.5%), with the initial test occurring on December 31, 2021. The term "Debt Yield Ratio" shall be defined as Net Operating Income of the Borrower for the trailing three (3) months, annualized for the initial test, and the trailing twelve (12) months thereafter. All Debt Yield Ratio calculations shall be determined by dividing the Net Operating Income of the Premises by the total Loan principal amount as then advanced and outstanding. In the event that Borrower fails to satisfy the foregoing requirement with respect to the Debt Yield Ratio, Borrower shall, within thirty (30) days of the earlier of the date of preparation of any financial statement indicating such failure or Borrower's receipt of written notice of such failure from Lender, either (a) prepay a portion of the Loan so as to satisfy such Debt Yield Ratio requirement, or (b) deposit with Lender an amount that, if applied to the Loan, would result in the satisfaction of such Debt Yield Ratio requirement (any such deposit being a "Debt Yield Deposit"). In the event that Borrower provides Lender with the Debt Yield Deposit, Lender shall hold the same as additional collateral for the performance of Borrower's obligations hereunder (Borrower hereby granting to Lender a security interest in same) and may apply the same to amounts owed by Borrower upon the occurrence of an Event of Default. If, during the six (6) month period following Borrower's delivery of the Debt Yield Deposit, Borrower achieves the required Debt Yield Ratio and no Event of Default then exists, Lender shall return the Debt Yield Deposit to Borrower. If Borrower fails to achieve the required Debt Yield Ratio during such 6-month period or if an Event of Default otherwise then exists, Lender shall apply such portion of the Debt Yield Deposit to the Loan as Lender reasonably determines is necessary to satisfy the Debt Yield Ratio and return the balance, if any, thereof to Borrower if such application of the Debt Yield Deposit cures the Event of Default. For the avoidance of doubt, any prepayment or Debt Yield Deposit made by Borrower hereunder, for the purposes of calculating the Debt Yield Ratio, shall be deemed applied to the Loan on the last effective date of Borrower's applicable financial statements, and in no event shall such deposit be deemed interest or a charge under the Loan. Further, for the avoidance of doubt, Borrower may be required to make multiple payments or Debt Yield Deposits hereunder so as to, from time to time, comply with the Debt Yield Ratio requirement. At the time of Borrower's exercise of the extension option as set forth in the Note, Borrower must achieve a Debt Yield Ratio of Ten and One-Half percent (10.5%) as an express condition thereto (it being agreed that Borrower may make a payment or Debt Yield Deposit with respect to the Loan to satisfy such requirement), and thereafter Borrower shall maintain a Debt Yield Ratio of Ten and One-Half percent (10.5%), subject to the above requirements and provisions with respect to prepayments and Debt Yield Deposits.

3.33. Net Operating Income. Net Operating Income shall be defined as the net income of the Premises, before interest and debt service payments, distributions, and depreciation expenses, and exclusive of extraordinary expenses and extraordinary income, but inclusive of a minimum three percent (3%) management fee and a Two Hundred Fifty Dollar (\$250.00) per unit

reserve (but without duplication of repair and refurbishment expenses actually paid).

3.34. Leases. Upon request Borrower shall provide Lender with copies of any new leases affecting the Premises.

3.35. Enforcement of Leases. Borrower shall enforce the terms of the leases affecting the Premises and any other lease covering all or any portion of the Premises in a commercially reasonable manner.

3.36. Contested Matters. Notwithstanding anything to the contrary contained herein, in the event of any dispute between Borrower or any Affiliate of Borrower (as hereinafter defined) and any third party (exclusive of any Affiliate of Borrower), such dispute and any associated lien as may be asserted by such third party as against the Premises shall not be considered to be a violation of this Agreement and shall not result in an Event of Default hereunder if (a) the dispute of the matter by Borrower or the applicable Affiliate of Borrower is made in good faith and is reasonable under the circumstances, (b) Borrower provides Lender with written notice of the subject dispute within ten (10) days following Borrower's receipt of any threats of litigation or the assertion of a lien with respect to the Premises, (c) Borrower provides Lender with written notice of any actual lien filed or recorded by such third party within ten (10) days following Borrower's actual knowledge thereof, (d) Borrower transfers or causes the transfer of any actual lien to bond within thirty (30) days following Borrower's actual knowledge thereof (or otherwise provides Lender with funds sufficient, in Lender's determination, to pay the claimed amount while Borrower is attempting to bond the subject lien), (e) the contest of the disputed matter is conducted in good faith without cost to Lender and in the manner allowed by law, with Borrower to provide Lender with such information regarding the dispute as Lender may reasonably request, (f) such dispute, in Lender's reasonable judgment and with consideration of any bonding arranged by Borrower, could not reasonably be expected to result in the loss of any portion of the Premises, the inability of Borrower to perform its obligations under this Agreement (exclusive of reasonable delays as may result on account of Borrower having to arrange for alternative services or materials in respect of the disputed matter), or any liability to Lender (unless Borrower provides Lender with reasonable assurances of its ability to fully indemnify Lender with respect to the same), and (g) following the final resolution of any such dispute, Borrower promptly pays or causes to be paid any amounts owed by Borrower or the Affiliate of Borrower in respect of the same and obtains written release in recordable form where applicable (any dispute meeting the foregoing criteria is herein referred to as a "Contested Matter"). For purposes hereunder, "Affiliate of Borrower" shall mean Arris Manufacturing, Arris Construction, and any other affiliate of Borrower as providing services or materials with respect to the Modules and the Premises. Notwithstanding, no Contested Matter shall: (a) extend the date of substantial completion of the Project under Section 3.01 hereof, or (b) result in the Loan not being in balance as determined by Lender's relationship manager (after accounting for any bonding or other security posted by Borrower).

3.37. Permitted Transfers. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, the following transfers of direct or indirect interests in Borrower (each, a "Permitted Transfer") shall be allowed and shall not constitute an Event of Default hereunder, so long as the following conditions are satisfied: (a) if the transfer is either to Destin Member, LLC, a Delaware limited liability company ("FCP"), or is a result of the exercise

of the rights of FCP under Section 12.2 of that certain Second Amended and Restated Limited Liability Company Agreement of Arris Destin Direct, LLC, dated March ___, 2020, and the same shall have occurred in compliance with the provisions of that certain Recognition Agreement, dated March ___, 2020 (the "Recognition Agreement") between Lender and Destin Member, LLC, a Delaware limited liability company, and (b) if the transfer is other than a transfer contemplated by the foregoing clause (a), then (i) from and after any such transfer, Guarantor shall continue, directly or indirectly, to own not less than twenty percent (20%) of the membership interests in Borrower and shall continue, directly or indirectly, to control Borrower, (ii) if any such transfer under this clause (b) shall result in any person that, together with its affiliates, did not own twenty percent (20%) or more of the direct or indirect interests in Borrower, thereafter owning, together with its affiliates, twenty percent (20%) or more of the direct or indirect interests in Borrower, Borrower shall have provided Lender with not less than thirty (30) days prior written notice of such transfer, unless the same resulted from the death or disability of any individual, in which event Borrower shall have provided Lender with notice of the same within twenty (20) days following the subject transfer, and (iii) no such transfer shall be to a Prohibited Person.

3.38. Module Event. Notwithstanding anything to the contrary contained in this Agreement or in the other Loan Documents, if a Module Event (defined below) shall have occurred, the following provisions of this Section shall apply:

(a) Borrower shall provide Lender with written notice of any Module Event within five (5) days following the occurrence thereof (or if Borrower in good faith believes that the matter will be corrected with the twenty (20) business day parameter as set forth in the definition of "Module Event" but the same is not corrected within such period, such notice shall be given not later than one (1) business day following such twenty (20) business day period). Thereafter, Borrower shall either (i) promptly provide Lender with such assurances as Lender may reasonably require to confirm that the Module Event will be resolved and corrected within sixty (60) days following the occurrence thereof and promptly confirm to Lender's reasonable satisfaction that the Module Event has been resolved and corrected within such period, or (ii) timely satisfy the requirements as set forth in the following sentence with respect to the completion of the Improvements without delivery of any further Modules. If Borrower, following the occurrence of a Module Event, intends to complete the Improvements without delivery of any further Modules, Borrower shall (A) within twenty (20) business days following the Module Event, notify Lender of such election, (B) within sixty (60) days following the Module Event, engage a replacement architect (who shall thereafter be the Architect under this Agreement), pursuant to a contract reasonably acceptable to Lender, to prepare any necessary replacement Plans and Specifications with respect to the Improvements and deliver such contract and replacement Plans and Specifications to Lender, with the same to provide for completed Improvements substantially similar to those contemplated by the original Plans and Specifications and to be acceptable to Lender in its reasonable discretion, (C) within sixty (60) days following the Module Event, apply for all necessary permits for the completion of the Improvements in accordance with the replacement Plans and Specifications and obtain such permits and deliver copies of the same to Lender, within one hundred twenty (120) days following the Module Event, (D) within one hundred twenty (120) days following the Module Event, deliver to Lender a replacement Development Cost Schedule and replacement Completion Schedule, all in form and content reasonably acceptable to Lender, which may include validation by a third-party selected by Lender,

with the replacement Completion Schedule to provide for completion of the Improvements not later than one hundred twenty (120) days later than the date of substantial completion set forth in the Completion Schedule, (E) in the event that the replacement Development Cost Schedule reflects an increased cost for completion of the Improvements, deposit with Lender, contemporaneously with the delivery of such replacement Development Cost Schedule (exclusive of drafts submitted to Lender for approval), an amount equal to such increase (exclusive of increases in interest which are addressed by the below clause (F)), with the same to be held and disbursed in the manner contemplated by Section 3.24 hereof, (F) to the extent that the replacement Completion Schedule provides for completion of the Improvements on a date later than the originally contemplated completion date, deposit with Lender, within one hundred twenty (120) days following the Module Event, an amount equal to the additional interest that Lender reasonably expects will accrue with respect to the Loan during such extended construction period, which amount shall be applied to interest accruing after the completion of the Improvements so long as no Event of Default then exists, (G) promptly deliver to Lender such documents and instruments as Lender may reasonably require, including collateral assignments of new contracts, contractor consents and subordinations, and completion bonds, all as generally consistent with the requirements of Lender in connection with the closing and ongoing administration of the Loan, and (H) cause completion of the Improvements to occur in accordance with the replacement Completion Schedule, the replacement Plans and Specifications, and the other terms and provisions of this Agreement. All out-of-pocket costs actually incurred by Lender relating to the events of this Section 3.38(a) shall be borne by Borrower.

(b) In the event that a FCP Change Event (defined below) occurs at any time within sixty (60) days following a Module Event, and provided that FCP, not later than sixty (60) days following the occurrence of such Module Event, delivers to Lender written notice of FCP's intent to require Borrower to satisfy the requirements hereof for completion of the Improvements without delivery of any further Modules, then Borrower shall satisfy the requirements of the following sentence and the provisions of Section 3.38(a) shall not apply. In such event, Borrower shall (A) within ninety (90) days following the Module Event, engage a replacement architect (who shall thereafter be the Architect under this Agreement), pursuant to a contract reasonably acceptable to Lender, to prepare any necessary replacement Plans and Specifications with respect to the Improvements and deliver such contract and replacement Plans and Specifications to Lender, with the same to provide for completed Improvements substantially similar to those contemplated by the original Plans and Specifications and to be acceptable to Lender in its reasonable discretion, (B) within ninety (90) days following the Module Event, apply for all necessary permits for the completion of the Improvements in accordance with the replacement Plans and Specifications and obtain such permits and deliver copies of the same to Lender, within one hundred twenty (120) days following the Module Event, (C) within one hundred twenty (120) days following the Module Event, deliver to Lender a replacement Development Cost Schedule and replacement Completion Schedule, all in form and content reasonably acceptable to Lender, which may include validation by a third-party selected by Lender, with the replacement Completion Schedule to provide for completion of the Improvements not later than one hundred twenty (120) days later than the date of substantial completion set forth in the Completion Schedule, (D) in the event that the replacement Development Cost Schedule reflects an increased cost for completion of the Improvements, deposit with Lender, contemporaneously with the delivery of such replacement Development Cost Schedule (exclusive of drafts submitted to Lender for approval), an amount

equal to such increase (exclusive of increases in interest which are addressed by the below clause (E)), with the same to be held and disbursed in the manner contemplated by Section 3.24 hereof, (E) to the extent that the replacement Completion Schedule provides for completion of the Improvements on a date later than the originally contemplated completion date, deposit with Lender, within one hundred twenty (120) days following the Module Event, an amount equal to the additional interest that Lender reasonably expects will accrue with respect to the Loan during such extended construction period, which amount shall be applied to interest accruing after the completion of the Improvements so long as no Event of Default then exists, (F) promptly deliver to Lender such documents and instruments as Lender may reasonably require, including collateral assignments of new contracts, contractor consents and subordinations, and completion bonds, all as generally consistent with the requirements of Lender in connection with the closing and ongoing administration of the Loan, and (G) cause completion of the Improvements to occur in accordance with the replacement Completion Schedule, the replacement Plans and Specifications, and the other terms and provisions of this Agreement. All out-of-pocket costs actually incurred by Lender relating to the events of this Section 3.38(b) shall be borne by Borrower.

(c) In the event that Borrower proceeds with the construction of the Improvements in accordance with the provisions of Sections 3.38 (a) and (b) above, any replacement Plans and Specifications, Construction Contracts, Completion Schedule, and/or Development Cost Schedule as submitted to and approved by Lender in accordance with this Section 3.38 shall replace any of the same as previously approved by Lender, whether or not specifically defined in or attached to this Agreement. In addition, to the extent any replacement Completion Schedule submitted to and approved by Lender in accordance with this Section 3.38 provides for a date of completion that is later than the date that is eighteen (18) months following the date hereof, then (i) the provisions of this Agreement as requiring completion by a certain date shall be deemed modified to provide for the applicable later date of completion, and (ii) the provisions of Section 3.32 above shall be deemed modified to provide for a corresponding extension of time with respect to the applicability thereof; provided, however, in no event shall any such applicable dates be extended by more than one hundred twenty (120) days, without Lender's express written consent, which may be given or withheld in Lender's sole and absolute discretion, and in no event shall the maturity date under the Note be extended as a result of this Section 3.38.

(d) For avoidance of doubt, subject to the provisions of Section 3.38(c), no suspension of construction contemplated under this Section 3.38 shall suspend or excuse the performance of any other term, covenant or agreement under the Loan Documents.

(e) The term "Arris Manufacturing Facility" shall mean the Module production facility of Arris Manufacturing as located in Clio, South Carolina.

(f) The term "FCP Change Event" shall mean any exercise of remedies by FCP under Section 12.2 of that certain Second Amended and Restated Limited Liability Company Agreement of Arris Destin Direct, LLC, dated March __, 2020, whereby FCP, directly or indirectly, has assumed control of Borrower and satisfied its obligations under Section 4 of the Recognition Agreement in favor of Lender.

(g) The term “Module Event” shall mean any of the following to the extent occurring prior to the completion of the Improvements and actually resulting in the cessation of Module production at the Arris Manufacturing Facility or the material reduction of the rate of Module production from the Arris Manufacturing Facility, in all events exclusive of temporary work stoppages or reductions having a duration of less than twenty (20) business days, and exclusive of reductions in production due to reduced demand: (i) any casualty to the Arris Manufacturing Facility, (ii) any strikes, organized work stoppages, or judicial or government mandated work stoppages at the Arris Manufacturing Facility, or (iii) any act or omission, including any exercise of rights or remedies, by a third party not affiliated with Arris Manufacturing or Borrower, including without limitation any governmental entity. No event constituting or resulting in a Module Event shall be subject to any right of extension afforded under Section 8.28 hereto.

Article 4. Conditions Precedent to Closing.

Closing of the Loan shall be conditioned upon Borrower’s satisfaction of the following conditions in Lender’s discretion:

4.01. Delivery Of Requisite Documents. Borrower’s delivery of documents in form and content required by Lender evidencing and securing the Loan plus any other document required by Lender or its counsel.

4.02. Verification Of Requisite Approvals. Borrower’s delivery of documents in form and content required by Lender evidencing approval and authority for the execution and delivery of the Loan Documents on Borrower’s behalf, including without limitation resolutions, incumbency certificates, waivers and/or consents of other creditors and governmental approvals.

4.03. Fees. Payment of all fees required by Lender or reflected on the settlement statement executed in connection with the Loan, including without limitation origination fees, legal fees, appraisal fees, and title costs. Without limiting the foregoing, Borrower shall pay to Lender contemporaneously herewith an origination fee in the amount of One Hundred Thirty-One Thousand Seven Hundred Ninety-Two and 00/100 (\$131,792.00) Dollars, which shall be deemed immediately earned in full.

4.04. Verification of Assumptions. Favorable legal opinion in form and content acceptable to Lender.

4.05. Completion of Specified Actions; Conditions Precedent.

(a) Borrower shall complete its purchase and acquisition of the Land upon terms acceptable to Lender;

(b) Borrower shall provide proof, satisfactory to Lender, of its contribution of capital to the Project in full in the amount of not less than forty-two and one-half percent (42.5%) of the Development Cost Schedule (“Borrower's Required Equity”), which shall be an absolute condition precedent to Lender's obligation to disburse any portion of the Loan; provided, however,

Borrower shall be credited by the amount equal to the Developer's Fee (defined below) in the amount of One Million Four Hundred Sixty Thousand and 00/100 (\$1,460,000.00) upon execution and delivery to Lender of the Developer's Fee Pledge, identified in Section 4.05(d), below;

(c) Prior to the date upon which Lender disburses any portion of the Loan to Borrower, other than a de minimis amount at closing to prime the Loan, Borrower shall deposit the sum of One Million Two Hundred Thousand and 00/100 (\$1,200,000.00) Dollars into a blocked (restricted) account maintained by Lender to be used as set forth below (the "Prefund Reserve"). The funding of the Prefund Reserve shall be a condition precedent to any such advances by Lender. Borrower shall pledge the Prefund Reserve in favor of Lender as additional collateral for the Loan and does hereby grant Lender a security interest thereto ("Prefund Reserve Pledge"). No amount shall be withdrawn from such Prefund Reserve at any time prior to or during the existence of an Event of Default, which is continuing, and the Prefund Reserve shall not otherwise be applied to the Debt Yield Deposit. Upon the occurrence of an Event of Default which is not cured within any applicable notice and cure period, Lender may, following the assumption of control of the Premises as the result of the exercise of its remedies hereunder, encroach upon such Prefund Reserve and apply such amount against interest only installment payments due under the Note and shortfalls in operating expenses. Except upon the occurrence of an Event of Default, which is continuing, the Prefund Reserve shall be returned to Borrower upon the earlier to occur of payment in full of the Loan or the Project achieving a ratio of (1) Net Operating Income to (2) the sum of principal and interest payments due and payable over the applicable period in respect of the Loan ("DSCR") of 1.10 to 1.00.

(d) During the term of this Agreement, Borrower shall not collect, receive, or pay any portion of the development fee as set forth in the Development Cost Schedule (the "Developer's Fee") and Borrower shall pledge and cause it be pledged to Lender as additional collateral for the Loan ("Developer's Fee Pledge"). Borrower hereby grants to Lender a security interest in the Developer's Fee. Upon the payment of such Developer's Fee in contravention of this Agreement, Borrower shall promptly cause the return or reimbursement of same. Any amount of the Developer's Fee that is received by Borrower in contravention of this Agreement shall be deemed held in trust for Lender.

(e) Lender's receipt and satisfactory review of the appraisal.

(f) Borrower's satisfaction of Lender's bonding requirements.

(g) Lender's receipt and satisfactory review of the Construction Contracts.

(h) Lender's receipt and satisfactory review of an ALTA/NSPS survey of the Land.

(i) Lender's receipt and satisfactory review of an environmental site assessment of the Land and third-party review of same.

(j) Lender's receipt and satisfactory review of a geotechnical report of the Land and third-party review of same

(k) Lender's receipt and satisfactory review of Borrower's organizational documents.

(l) Lender's receipt and satisfactory review of the insurance policies required of Borrower in this Agreement.

(m) Lender's receipt and satisfactory review of the proposed loan title insurance and endorsements.

(n) Lender's receipt and satisfactory confirmation that Borrower has raised all required Project equity.

(o) Proof satisfactory to Lender that all requisite municipal approvals for commencement of the Project, including without limitation zoning and site plan approval and approvals necessary to commence site work.

(p) Submission and approval by Lender of Architect structural drawings for clubhouse, which will occur pursuant to that certain Post Closing Agreement of even date between Borrower and Lender.

(q) Lender's receipt and review of cost plan review approval by Newbanks, which will occur pursuant to that certain Post Closing Agreement of even date between Borrower and Lender.

(r) Approval of all submissions of and on behalf of Borrower regarding the Project by Lender's CMD department, which will occur pursuant to that certain Post Closing Agreement of even date between Borrower and Lender.

(s) Lender's receipt, review and approval of the Recognition Agreement in form and content satisfactory to Lender.

(t) Lender's receipt and review of lien subordination agreements in form and content satisfactory to Lender from any counterparties to the Construction Contracts.

Article 5. Method and Conditions of Disbursement of Loan Proceeds.

Disbursement of the proceeds of the Loan shall be made by the Lender to the Borrower in accordance with and for the purposes set forth in the cost schedule and budget which is attached hereto as **Exhibit D** and made a part hereof (the "Development Cost Schedule"), subject to application of contingency amounts and reallocation of cost savings as allowed under this Agreement. Said disbursement of the proceeds of the Loan shall be made in accordance with the following procedure:

5.01. Certificate for Payment. At such time as the Borrower shall desire to obtain, subject to the other requirements hereof, a disbursement of any portion of the proceeds of the Loan, the Borrower shall complete, execute, and deliver to the Lender a request for an advance ("Certificate for Payment") in the form attached hereto as **Exhibit E**. Such certificate shall also where applicable or upon Lender's request be signed by the Architect if the same pertains to Improvements installed or completed upon the Land. In addition, if the same pertains to any of

the Modules, any advance of the Loan shall be subject to satisfaction of the provisions of Section 5.19.

5.02. Evidence of Progress of Construction. The Certificate for Payment shall, upon the request of the Lender, be accompanied by evidence in form and content reasonably satisfactory to the Lender, including but not limited to certificates and affidavits of the Borrower and such other persons as the Lender may reasonably require, showing:

- (a) The portion of the Improvements completed at that time;
- (b) That, except for (i) any amounts designated as retainage, (ii) claims for work actually in progress, (iii) claims for work for which the particular Certificate for Payment is being requested, and (iv) Contested Matters, all outstanding claims for labor, materials, and fixtures have been paid, and lien waivers with respect thereto have been obtained from subcontractors;
- (c) That there are no liens outstanding against the Premises, except for the Lender's security title, inchoate liens for property taxes not yet due, inchoate mechanics and materialmen's liens with respect to amounts described in Section 5.02(b) above, and liens in respect of Contested Matters, provided nothing herein shall excuse Borrower from causing the release or bonding of liens as set forth herein;
- (d) That the Borrower has complied in all material respects with all of the Borrower's obligations, as of the date thereof, under the Loan Documents;
- (e) That all manufacturing and construction prior to the date of the request for an advance has been done in substantial compliance with the applicable Plans and Specifications (subject to change orders allowed hereunder);
- (f) That all funds previously disbursed by the Lender have been applied directly to the costs for which such funds were requested under the applicable Certificate for Payment;
- (g) With respect to soft costs requested to be funded in such Certificate for Payment, copies of all bills or statements for expenses for which the advance is requested shall be attached;
- (h) Where the Certificate for Payment includes amounts to be paid to DIG Enterprise, LLC, Buckhaven Construction, LLC, Arris Manufacturing or Arris Materials, such Certificate shall be accompanied by an invoice and a lien waiver from such party;
- (i) That all change orders shall have been approved in writing by the Lender to the extent required under this Agreement;
- (j) The trade breakdown of all disbursements to that point in time in such detail as may be reasonably required by the Lender; and

(k) That Borrower reaffirms the truth and correctness of each and every one of the Borrower's representations and warranties under Article 2 hereof, subject to changes of fact not resulting from any breach of this Agreement by Borrower and that will not otherwise result in an Event of Default or the failure or inability of Borrower to fully and timely perform its obligations under this Agreement.

5.03. Continuation of Title Insurance Coverage. The Lender shall not be obligated to make any subsequent disbursement unless and until the Lender shall have received a satisfactory endorsement to the previously delivered mortgagee title insurance policy, which endorsement shall indicate (a) that since the effective date of said policy (or the effective date of the last such endorsement, if any), there has been no change in the status of title to the Land as set out in said policy (unless said change has been approved by the Lender or is otherwise allowed under this Agreement or is a Contested Matter as allowed under Section 3.36), and (b) that the amount of insurance provided by said policy has been increased by an amount equal to the advance then being made unless said policy expressly provides automatically and without condition for such increase in coverage upon each such disbursement.

5.04. Conditions Precedent to Each Disbursement. At no time and in no event shall the Lender be obligated to disburse funds:

(a) With respect to the initial advance under the Loan, Borrower shall provide proof satisfactory to Lender of:

(i) Borrower's contribution in full of the Borrower's Required Equity into the Project, as an absolute condition precedent to Lender's obligation to disburse any portion of the Loan, and

(ii) Borrower will provide a full and complete set of building plan/specifications and the Lender will engage a third-party construction inspector to perform a plan and cost review. This report must be obtained, reviewed and accepted by the Lender prior to funding.

(b) With respect to the Modules, the Borrower has satisfied the conditions and obligations for disbursement as set forth herein;

(c) If any Event of Default as delineated in Article 6 hereof shall have occurred and not have been cured; or if there exists any event or state of facts which constitutes or, with notice and the passage of time (or both) would constitute an Event of Default under this Agreement, or any of the other Loan Documents (exclusive of matters that are in the process of being timely and fully cured or that would be cured by the payment of funds received under the subject advance, it being understood and agreed that nothing herein shall automatically extend such cure period except in strict compliance with this Agreement);

(d) If the Premises shall have been damaged by fire or other casualty, unless the Lender shall have agreed hereunder or otherwise be required to make available for the purpose of restoration and repair the proceeds of any fire or other casualty insurance policy;

(e) If in the reasonable judgment and opinion of the Lender the estimated remaining cost of construction of the Improvements in accordance with the Plans and Specifications and the estimated remaining costs to be paid in connection with the development of the Project in accordance with the requirements of this Agreement exceed the remaining portion of the Loan to be disbursed to the Borrower under the terms of this Agreement (excluding the Prefund Reserve and any other interest or operating deficit reserve under the Loan, but inclusive of the contingency reserve and amounts available for reallocation as allowed under this Agreement or otherwise permitted by Lender in its discretion), unless the Borrower shall have complied with the provisions of Section 3.24 above; or

(f) If condemnation proceedings or similar types of proceedings are commenced with respect to all or a material portion of the Premises, unless the conditions set forth in Section 3.28 above regarding delivery of net condemnation proceeds to the Borrower by the Lender have been satisfied.

5.05. Advance Procedure for Construction Disbursements. In addition to the conditions set forth in Section 5.04, Borrower acknowledges and agrees that each advance for construction of the Improvements shall be subject to:

(a) Confirmation by Lender's relationship manager that all conditions and requirements of Borrower under this Agreement have been satisfied in all material respects;

(b) Confirmation of the work by third-party inspectors engaged by Lender at Borrower's reasonable expense;

(c) Approval of the advance request in form and content by Lender in its reasonable discretion; and

(d) Confirmation by Lender's relationship manager that Loan remains in balance following such advance. For purposes hereunder "in balance" means that there is sufficient proceeds remaining available under Loan to complete construction of the Improvements pursuant to the Plans and Specifications delivered by Borrower to Lender under Section 2.15, all after accounting for the contingency reserve and amounts presently available for reallocation as allowed under this Agreement or otherwise permitted by Lender.

(e) At Borrower's expense, Lender will require monthly progress inspections to be performed by a construction consultant that provides independent inspections acceptable to Lender. Monthly draw requests will be subject to the construction inspections, provided Lender shall exercise commercially reasonable efforts to cause such inspections to timely occur. In addition, Lender reserves the right to require supplementary reports to be reviewed by the independent inspection firm including, but not limited to the monthly reports provided by ICC NTA, LLC ("NTA") at Arris Manufacturing, as a condition to any advance under the Loan.

5.06. Final Disbursement. In addition to the conditions set forth above, as a condition for the advance of the final disbursement Borrower shall deliver or cause to be delivered

the following Lender:

- (a) Insurance. Evidence that all insurance required under this Agreement has been maintained,
- (b) Inspection. Final inspection of the Premises acceptable to Lender,
- (c) Final "As-Built" Survey. Final "As-Built" Survey of the Premises acceptable to Lender,
- (d) Government Approvals. Final Certificate of Occupancy/Fire Marshall Approval for the Premises for the use of the Premises originally intended as represented to Lender as of the date of this Agreement;
- (e) Contractor Final Affidavit. General Contractor's Final Affidavit in form and content acceptable to Lender and Lender's title insurance company;
- (f) Final Unconditional Lien Waivers. Final Unconditional Lien Waivers from General Contractor and any other party required by Lender and Lender's title insurance company,
- (g) Architect Certificate of Substantial Completion. If requested by Lender, Architect's Certificate of Substantial Completion for the Project, and
- (h) Title Endorsement. Date down endorsement issued by Lender's title insurance company in form and content acceptable to Lender.

5.07. Inspection Visits. Anything contained herein to the contrary notwithstanding, disbursements to the Borrower will be made only after the funds requested to be disbursed have been approved by the Lender's independent construction consultant who shall make inspection visits to the site of the construction of the Improvements as soon as practicable after receipt of a copy of a Certificate for Payment and all supporting information from the Borrower to determine whether the progress of the work at the site complies with the requirements of this Agreement and supports the amount requested in the Certificate for Payment. Approvals by the Lender's construction consultant shall not constitute an acceptance of the work or materials nor be binding upon the Lender in any manner whatsoever, except to the extent that the facts actually are as so represented when so approved.

5.08. Retainage.

(a) Any advances as made under this Agreement for payment of amounts owed under the On-Site Assembly Contract shall be subject to a retainage of ten percent (10%) of the cost of the work incurred by the On-Site Assembly Contractor under the On-Site Assembly Contract, excluding amounts attributable to amounts requested with respect to materials purchased or utilized by the On-Site Assembly Contractor which are incorporated into the Improvements. Such retainage shall be ratably disbursed to the Borrower for further disbursement to the On-Site

Assembly Contractor or to individual subcontractors entitled thereto only relative to completed work upon (i) the satisfactory completion by such individual subcontractors of the work required by the contracts of such individual subcontractors, (ii) issuance of any certificates or approvals applicable to such work by local governmental authorities, to the extent required, and (iii) delivery by such individual subcontractors of lien waivers with respect to such work (if exceeding \$10,000).

(b) The Lender shall advance funds hereunder with respect to the Construction Contracts only for (i) actual direct costs incurred by the counterparty in connection with performance of the work required by its contract, and (ii) general conditions, which shall be funded upon review by the Lender or its agent, in the Lender's discretion, of invoices for the actual cost thereof.

5.09. Stored Materials. Advances may be made for stored materials only if (a) such materials are securely stored on the Premises or in a bonded warehouse acceptable to the Lender in the vicinity of the Premises and are available for inspection by the Lender or its agents, and (b) the Borrower has been billed for such stored materials. The Lender shall be named as a loss payee on the insurance with respect to any such stored materials, and the amounts, coverages, insurers, loss payable clauses, and other aspects of such insurance shall be satisfactory to the Lender. If the materials are stored in a bonded warehouse, the receipts issued by the warehouseman shall be issued in the name of the Lender and held by the Lender or its designee, to be released only as the materials are to be used by the On-Site Assembly Contractor. The foregoing provisions (excluding the insurance requirement) shall not apply to Modules prior to installation so long as the same, following transport by or at the direction of Arris Manufacturing, are stored at a location and with security measures that are reasonably acceptable to Lender.

5.10. Notice, Frequency, and Place of Disbursements. Unless otherwise allowed by the Lender (a) the Certificate for Payment shall be submitted to the Lender at least five (5) business days prior to the date of the requested advance (it being understood that Lender shall make disbursements for interest payments in respect of the Loan pursuant to the Development Cost Schedule without the need for request by Borrower unless otherwise requested by Borrower), (b) disbursements shall be made no more frequently than monthly, provided Lender agrees that advances made by Lender to cover interest only due under the Note shall not be deemed a disbursement for determining monthly frequency, and (c) all disbursements shall be made at the principal office of the Lender in Atlanta, Georgia or at such other place as the Lender may designate. From and after submittal of any Certificate for Payment, Lender shall exercise commercially reasonable efforts to fund the requested amounts and shall request its inspectors, consultants, and other parties, as necessary to allow such funding, to undertake their respective inspections and reviews in an expeditious manner. Any disbursement made by Lender to cover interest only due under the Note shall be timely, and no such disbursement shall be delayed by any failure to timely inspect construction progress. Further, to the extent Lender requires any supporting or other information to process any Certificate for Payment, Lender shall promptly notify Borrower of the same.

5.11. Deposit of Funds Advanced. The Borrower will immediately deposit all proceeds of the Loan advanced by the Lender in a separate and exclusive account (the "Account to Receive Advances"), to be withdrawn and used solely for the purposes specified in the

Certificate for Payment. The Account to Receive Advances shall be maintained with Lender. The Borrower will upon the Lender's request promptly furnish the Lender with evidence of such deposit and use.

5.12. Intentionally Omitted.

5.13. Advances to Contractors or to Others. At its option, the Lender may make any or all advances directly to contractors for payment for their work and materials or to any other person to whom the Lender in good faith determines payment is due (other than with respect to Contested Matters, except where Borrower fails to adequately protect any collateral securing the Loan in Lender's reasonable discretion), and any portion of the Loan so disbursed by the Lender shall be deemed disbursed as of the date on which the Lender makes such disbursement. The execution of this Agreement by the Borrower shall, and hereby does, constitute an irrevocable direction and authorization so to advance the funds. No further direction or authorization from the Borrower shall be necessary to warrant such direct advance to contractors, and all such advances shall satisfy pro tanto the obligations of the Lender hereunder and shall be secured by the Loan Documents as fully as if made to the Borrower, regardless of the disposition thereof by contractors. The Lender shall promptly notify the Borrower of any such direct advances, and unless an Event of Default is then continuing, Lender shall notify Borrower in advance of any such direct advances if possible.

5.14. Advances to Title Insurance Company. At its option, the Lender may make any or all advances (other than with respect to Contested Matters, except where Borrower fails to adequately protect any collateral securing the Loan in Lender's reasonable discretion) through the title insurance company insuring the lien of the Mortgage, and any portion of the Loan so disbursed by the Lender shall be deemed disbursed as of the date on which said title insurance company receives such disbursement. The execution of this Agreement by the Borrower shall, and hereby does, constitute an irrevocable direction and authorization so to advance the funds. No further direction or authorization from the Borrower shall be necessary to warrant such direct advances to said title insurance company, and all such advances shall satisfy pro tanto the obligations of the Lender hereunder and shall be secured by the Loan Documents as fully as if made to the Borrower, regardless of the disposition thereof by said title insurance company. Nevertheless, such disbursement shall not be made until the Lender has obtained a written agreement from the title insurance company that the Lender and the Borrower may proceed against the title insurance company for any negligence or fraudulent or other improper disposition of Loan proceeds by said title insurance company.

5.15. Advances Do Not Constitute a Waiver. No advance of the proceeds of the Loan hereunder shall constitute a waiver of any of the conditions of the Lender's obligation to make further advances nor, in the event the Borrower is unable to satisfy any such condition, shall any such waiver have the effect of precluding the Lender from thereafter declaring such inability to be an Event of Default under Article 6 hereof.

5.16. Advances for Past Due Payments. If the Borrower fails to make when due any payment or deposit required to be made by the Borrower under the Loan Documents, then the Lender may, at its option and upon at least ten (10) days' prior written notice to the Borrower,

advance Loan proceeds on behalf of the Borrower to make any such payment or deposit, notwithstanding that the Borrower shall not have requested such advance or shall have refused to accept such advance. The execution of this Agreement by the Borrower shall, and hereby does, constitute an irrevocable direction and authorization to the Lender to so advance on behalf of the Borrower any such payment or deposit, and no further direction or authorization from the Borrower shall be necessary to warrant such advances. All such advances shall be deemed advances under the Note and shall be secured by the Loan Documents just as if made directly to the Borrower.

5.17. Limitation on Disbursements. Notwithstanding anything to the contrary herein contained, the Lender shall have no obligation to make advances for any items or category of items in excess of the amount provided for such item or category of items in the Development Cost Schedule unless the Lender is satisfied that the remaining portion of the Loan to be disbursed to the Borrower under the terms of this Agreement (excluding any amount designated as an interest or operating deficit reserve) is sufficient to complete the construction of the Improvements in accordance with the requirements of this Agreement.

5.18. Operating Deficit Reserve. Unless an Event of Default shall then exist, and except where such disbursement would result in a failure to meet applicable minimum DSCR, at such time as certificates of occupancy have been issued for the Improvements in their entirety, the Lender shall advance to the Borrower, upon the Borrower's request, the entire portion of the Loan which the Borrower shall be entitled to receive under the terms of this Agreement and shall use such Loan proceeds as a reserve to pay operating deficits for the Improvements. In addition, to the extent the Premises has achieved a DSCR of at least 1.20 and the same would not result in the DSCR being less than 1.20, Lender shall, at Borrower's request, disburse to Borrower all remaining unadvanced portions of the Loan, provided such disbursement does not trigger an Event of Default under the Debt Yield covenant hereunder.

5.19. Advances for Module Completion. It is understood and agreed that, for so long as no Event of Default is continuing, and so long as all other conditions to disbursements under this Article 5 have been completed to Lender's satisfaction, Lender shall make advances under the Loan for the payment of amounts owed by Borrower in connection with the completion of Modules to be included in the Improvements in accordance with the Development Cost Schedule upon satisfaction of the following conditions:

(a) Borrower shall have delivered the applicable Certificate for Payment, confirming the completion of the applicable Modules (specifying the same by serial number);

(b) Lender shall have received a report from NTA confirming the completion of the applicable Modules (specifying the same by serial number);

(c) Lender shall have received such other evidence as it may reasonably request confirming that the subject Modules have been completed in compliance with the Plans and Specifications (subject to de minimis deviations as determined by Lender in its reasonable discretion);

(d) Lender shall have received invoices from Arris Manufacturing and Arris

Materials, addressed to Borrower, with respect to the applicable Modules (specifying the same by serial number);

(e) Borrower shall otherwise be in material compliance with its obligations under this Agreement, including without limitation the provisions of Section 3.24;

(f) Lender shall have received an instrument in the form of **Exhibit F** attached hereto (each, a "Module Confirmation Certificate"), executed by the Arris Credit Line Lender (if any), confirming that, upon payment of the invoiced amount to the account as referenced in the subject Module Confirmation Certificate, Arris Credit Line Lender claims no further rights or interest in or to the applicable Modules or the materials incorporated therein and expressly releases any and all security interests with respect thereto. In connection with any such advances, Lender agrees to make such advances directly to the accounts referenced in the Module Confirmation Certificate. As used herein, the term "Arris Credit Line Lender" shall mean Renasant Bank and any future lender, written notice of any such lender having been provided to in advance to Lender, providing credit line financing to Arris Manufacturing for the assembly of Modules to be incorporated into the Improvements. Notwithstanding anything contained herein to the contrary, no portion of the Loan shall be disbursed to or for any Arris Credit Line Lender absent compliance with this Section 5.19 to Lender's satisfaction and Section 4.05(t) hereof; and

(g) In addition to the Module Confirmation Certificate, Borrower shall have delivered proof reasonably satisfactory to Lender and satisfactory to its title insurance company that the Modules are free and clear of all claims, liens and security interests.

Article 6. Defaults.

An event of default ("Event of Default") shall be deemed to have occurred hereunder if:

6.01. Payment of Indebtedness. The Borrower shall fail to pay in full when due any installment or portion of the indebtedness evidenced by the Note and by the other Loan Documents, as and when the same shall become due and payable; provided that the foregoing shall not constitute an Event of Default if Borrower shall have cured the same within ten (10) days following written notice from Lender of such failure, provided, further that Lender shall not be required to give written notice to or for Borrower of the same or closely related event more than twice in any twelve (12) month period; or

6.02. Performance of Obligations. Subject to the provisions of Section 3.38 hereof, the Borrower shall fail duly to observe or perform any other warranty, representation, covenant, condition, or agreement of this Agreement; provided that the foregoing shall not constitute an Event of Default if Borrower shall have cured the same (a) within thirty (30) days following written notice from Lender of such failure, or (b) if Borrower shall have promptly commenced such cure, but the failure is not reasonably susceptible to cure within such period, then within such period as is reasonable under the circumstances, not to exceed an additional thirty (30) days, but only if Borrower is diligently pursuing such cure, provided, further that Lender shall not be required to give written notice to or for Borrower of the same or closely related event more than twice in any

twelve (12) month period; or

6.03. False Representations. Any written warranties or representations made by the Borrower hereunder shall be false or misleading in any material respect as of the effective date thereof; or

6.04. Not meeting or maintaining the required Debt Yield. Not meeting or maintaining the required Debt Yield, unless Borrower complies with the terms and provisions of Section 3.32 in a timely manner; or

6.05. Breach or Default Under Loan Documents. Subject to Section 3.38 hereof, any breach or Event of Default occurs under any of the other Loan Documents or any default shall occur under any of the other Loan Documents; provided that the foregoing shall not constitute an Event of Default if Borrower shall have cured the same within the earlier of (a) any specific cure period set forth in such other Loan Document, or (b) within thirty (30) days following written notice from Lender of such failure, or if Borrower shall have commenced such cure within such thirty (30) day period, but the failure is not reasonably susceptible to cure within such period, then within such period as is reasonable under the circumstances, not to exceed an additional thirty (30) days, but only if Borrower is diligently pursuing such cure, provided, further that Lender shall not be required to give written notice to or for Borrower of the same or closely related event more than twice in any twelve (12) month period; or

6.06. Claim of Lien. A claim of lien (other than a Contested Matter, which Borrower covenants to remove as set forth herein) shall be filed against the Land and not released or bonded in the manner allowed by law within thirty (30) days from the date of notification of filing; or

6.07. Levy. A levy be made under any process on, or a receiver be appointed for, the Premises or any other property of Borrower and if the same is not dismissed within thirty (30) days of the applicable event; or

6.08. Judgment. A judgment shall be rendered against Borrower or Guarantor, and the same shall not be paid or execution on the same shall not be stayed by perfection of an appeal or bonded or other appropriate action taken within thirty (30) days thereafter; or

6.09. Cross Default under Hedge Agreement. In the event that Borrower enters into any interest rate protection agreement with Lender (a "Hedge Agreement"), Borrower hereby agrees that (i) the occurrence of an Event of Default under the Hedge Agreement, shall constitute an Event of Default under the Note, and (ii) the occurrence of an Event of Default under the Note shall constitute an Event of Default under the Hedge Agreement, and Lender shall thereafter have all rights and remedies following the occurrence of an Event of Default under both the Note and the Hedge Agreement; or

6.10. Loss of Priority. The loss of priority of any security interest securing the Loan (other than as occurring as the sole result of any action or inaction by Lender); or

6.11. Failure to Obtain an Advance. The Borrower is unable to satisfy any condition of its right to the receipt of any advance hereunder for a period in excess of twenty (20) calendar days after the Borrower shall have requested same from the Lender and after the Lender shall have disclosed to the Borrower its reasons for failing to approve such advance (provided that, (a) in the event the Lender fails to approve an advance due to the existence of any event or state of fact which constitutes, or which, with notice and the passage of time (or both), would constitute an Event of Default under this Agreement, the twenty (20)-day period provided for herein shall be extended for the time period which corresponds to the period in which the Borrower has the right under other provisions hereof to cure any such event or state of facts, and (b) if Borrower is separately providing funding for the costs and expenses that are the subject of the requested advance, the same shall not constitute an Event of Default); or

6.12. Failure to Complete or Prosecute Construction. Subject to Sections 3.38 and 8.29 hereof, if construction of the Improvements does not progress reasonably in accordance with the Completion Schedule, or if completion of the Improvements does not occur in accordance with the Completion Schedule, or if construction of the Improvements is discontinued for a continuous period of twenty (20) days; or

6.13. Breach of Construction Contracts. Subject to the provisions of Section 3.38 hereof, any breach or default during the construction phase of the Loan against Borrower or any Affiliate of Borrower is claimed under any of the (a) Construction Contracts, or (b) the Architect's Contract, in each case beyond any applicable notice and cure period (and where none is specified then the notice and cure periods of Section 6.01 and Section 6.02 hereof shall apply); or

6.14. Inspection. The Lender and its representatives, architects, or engineers are not permitted, in accordance with this Agreement and upon reasonable notice, to enter upon the Premises, to inspect the Improvements and the construction thereof and all materials, fixtures, and articles used or to be used in such construction, and to examine all detailed plans, shop drawings, and specifications which relate to the Improvements, or if the Borrower fails to furnish to the Lender or its authorized representative, within a reasonable time following the Lender's request therefor (but not to exceed twenty (20) days), copies of such plans, drawings, and specifications; or

6.15. Materials. Any of the materials, fixtures, equipment, appliances, or articles used in the construction of the Improvements or to be used in the operation thereof depart in any material and adverse respect from the Plans and Specifications, or changes therein approved by the Lender, and the Borrower fails within thirty (30) days following written notice from Lender, to correct the same, but where the departure was non-intentional and is not reasonably susceptible to cure within such period, then within such period as is reasonable under the circumstances, not to exceed an additional thirty (30) days, but only if Borrower is diligently pursuing such cure (the Lender shall determine in its discretion, but in the reasonable exercise of its judgment, whether the Borrower is acting diligently); or

6.16. Personal Property. The Borrower executes any conditional contract of sale, chattel mortgage, or other security agreement not permitted under the Mortgage, covering any material, fixture, equipment, appliance, article, or personal property intended to be incorporated in

the Improvements (excluding articles such as washing machines, vending machines, and cable television equipment which are owned by other parties and made available to the Borrower pursuant to service contracts or leases), or files a financing statement publishing notice of such security agreement, or any of such materials, fixtures, equipment, appliances, articles, or personal property is not purchased so that the ownership thereof vests unconditionally in the Borrower free from encumbrances on delivery to the Premises (except as described above with respect to equipment delivered to the Premises under leases or service contracts), and if the Borrower fails to cure any such act within twenty (20) calendar days of written notice thereof from the Lender, or the Borrower does not make available to the Lender within fifteen (15) calendar days of demand therefor, the contracts, bills of sale, statements, receipted vouchers, or agreements, or any of them, under which the Borrower claims title to such materials, fixtures, equipment, appliances, articles, and personal property; or

6.17. Use of Proceeds. The proceeds of the Loan, or any part thereof, are being or shall at any time have been diverted by the Borrower, any entity comprising the Borrower, any affiliate of the Borrower, or any person or entity under the direct control of or under common control with the Borrower, to a purpose other than the purpose for which such proceeds shall have been advanced or if, without the prior written consent of the Lender, the Borrower assigns this Agreement or any advances to be made hereunder or any interest in either; or

6.18. Foreclosure. The holder of any lien or security interest on any portion of the Premises (without implying Lender's or Lender's consent to the existence, placement, creation or permitting of any such lien or security interest) commence proceedings for foreclosure or for the enforcement of its remedies thereunder (other than with respect to Contested Matters); or

6.19. Bankruptcy of the Borrower or Guarantor. If Borrower or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition to answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Borrower or all or any part of the properties of Borrower or of any guarantor or endorser of the Note or if within sixty (60) days after commencement of any proceeding against Borrower or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act of any other present or future federal, state or other statute or law, such proceeding shall not have been dismissed, or stayed on appeal; or if, within sixty (60) days after the appointment, without the consent or acquiescence of Borrower or of any endorser or guarantor of the Note, of any trustee, receiver, or liquidator of Borrower or any endorser or guarantor of the Note, or of all or any portion of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within 10 days after the expiration of any such stay, such appointment shall not have been vacated; or

6.20. Breach of Agreement Affecting Title. A violation or breach shall occur in any declaration, agreement, covenant, or restriction affecting title to the Premises which is not cured

within thirty (30) days after written notice thereof; or

6.21. Module Event. The occurrence of a Module Event; provided, however, such occurrence shall not constitute an Event of Default if either (a) Borrower timely satisfies the requirements of Section 3.38(a) hereof, or (b) FCP causes Borrower to timely satisfy the requirements of Section 3.38(b) hereof.

6.22. Transfer without Consent. A sale, transfer, conveyance, assignment, disposition, master lease or encumbrance of the Premises or any portions thereof (exclusive of personal property that is discarded in the ordinary course of business or replaced with items of equal or greater value) or the sale, transfer, conveyance, pledge or encumbrance of any ownership of the Borrower and/or any membership interest in the Borrower, without the prior written consent of Lender, but exclusive in all events of Permitted Transfers and Permitted Encumbrances; or

6.23. Damage to Property. Any substantial damage to or destruction of the Premises shall occur and the applicable insurance proceeds are not, in the reasonable opinion of the Lender, sufficient to repair and restore the Premises, or if such insurance proceeds shall not be paid within a reasonable time, unless Borrower deposits any such shortfall with Lender within thirty (30) days after written notice of such shortfall; or

6.24. Breach of Operating Agreement. There occurs a breach under Borrower's operating agreement and not be cured within any notice and cure period therein; or

6.25. Borrower Ceases to Exist. Borrower dies or is terminated, liquidated, dissolved, consolidated or merged; or

6.26. Death of a Guarantor. The death, termination, liquidation, dissolution, consolidation or merger of a Guarantor, unless Borrower provides Lender with a replacement Guarantor, within 90 days after such death, and which such replacement guarantor is acceptable to Lender in its sole and absolute discretion; or

6.27. Legal Compliance. The Improvements shall be constructed or the Premises shall be operated or maintained contrary to any applicable law, ordinance, rule or regulation in any material respect, provided that Borrower shall first be given thirty (30) days written notice with right to cure from Lender (or such longer period as is reasonable under the circumstances, not to exceed an additional thirty (30) days so long as Borrower has promptly commenced and is diligently pursuing such cure), and provided, further that Lender shall not be required to give such written notice with right to cure to or for Borrower of the same or closely related event more than twice in any twelve (12) month period.

Article 7. Remedies of the Lender.

Upon the occurrence of any one or more of the Events of Default set out in Article 6 hereof, the Lender shall at its option be entitled, in addition to and not in lieu of the remedies provided for in the Note, Mortgage, or other Loan Documents, to proceed to exercise any one or more of the following remedies:

7.01. Default Constituting Default under Loan Documents. The Borrower agrees that the occurrence of such Event of Default shall constitute a default under each of the Loan Documents, thereby entitling the Lender (a) to exercise any of the various remedies therein provided, including the acceleration of the indebtedness evidenced by the Note and the foreclosure of the Mortgage, and (b) cumulatively to exercise all other rights, options, and privileges provided by law or in equity.

7.02. No Obligation to Make Advances. Upon the happening of an Event of Default described in Article 6 hereof, the Lender shall not be obligated to make any further advances with respect to the Loan until such default has been appropriately remedied or cured; provided, however, the Lender may, regardless of whether a default remains unremedied or uncured, make any advance permitted under the terms of this Agreement without thereby waiving the Lender's rights, remedies, and powers with respect to any such Event of Default and without thereby becoming liable to make any other or more further advances hereunder.

7.03. Right of the Lender to Assume Possession and Complete Construction. The Borrower agrees that upon the happening of an Event of Default it will vacate the Premises and permit the Lender:

- (a) To enter into possession;
- (b) To perform or cause to be performed any and all work and labor necessary to complete the Improvements substantially in accordance with Plans and Specifications or in accordance with reasonable business judgment;
- (c) To employ security watchmen to protect the Premises; and
- (d) To disburse that portion of the proceeds of the Loan not previously disbursed (including any retainage) to the extent necessary to complete construction of the Improvements substantially in accordance with the Plans and Specifications or in accordance with reasonable business judgment, and if the completion requires a larger sum than the remaining undisbursed portion of the Loan, to disburse such additional funds, all of which funds so disbursed by the Lender shall be deemed to have been disbursed to the Borrower and shall be secured by the Loan Documents. For this purpose, the Borrower hereby constitutes and appoints the Lender its true and lawful attorney-in-fact with full power of substitution to complete the construction of the Improvements in the name of the Borrower and to disburse the Loan to accomplish such completion and to do any other reasonable act related thereto, including but not limited to the following: to use any funds of the Borrower, including any balance which may be held in escrow and any funds which may remain unadvanced hereunder for the purpose of completing the Improvements in substantially the manner called for by the Plans and Specifications or by reasonable business judgment; to make such additions and changes and corrections in the Plans and Specifications which shall be necessary or desirable to complete the Improvements in substantially the manner contemplated by the Plans and Specifications or by reasonable business judgment; to employ such contractors, subcontractors, agents, architects, and inspectors as shall be required for said purposes; to pay, settle, or compromise all existing or future bills and claims

which are or may be liens against said Premises, or may be necessary or desirable to be paid, settled, or compromised for the completion of the Improvements or the clearance of title to the Premises; to execute all applications and certificates in the name of the Borrower which may be required by any construction contract and to do any and every act with respect to the construction of the Improvements which the Borrower may do in its own behalf. It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked by death or otherwise. Said attorney-in-fact shall also have power to prosecute and defend all actions or proceedings in connection with the construction of the Improvements and to take such action and require such performance as it reasonably deems necessary.

7.04. No Impairment of Right to Cure. The Lender agrees that in exercising any of the remedies provided in this 7.04, the Lender shall not in any way impede or otherwise prevent the Borrower from attempting to exercise any right to cure which may be available to the Borrower pursuant to this Agreement or the other Loan Documents.

Article 8. General Conditions.

The following conditions shall be applicable throughout the term of this Agreement:

8.01. Entire Agreement. This Agreement constitutes the entire and complete agreement of Borrower and Lender with respect to the transaction contemplated hereby, and conversations, undertakings, representations, promises, inducements, warranties or statements not reduced to writing and expressly set forth herein shall be of no force or effect whatsoever.

8.02. Indemnity. Borrower hereby indemnifies, agrees to defend and holds harmless Lender from and against all claims, liability, costs and expenses, including without limitation reasonable attorney's and professional's fees actually incurred, as arising in connection with any breach or default under this Agreement or any other Loan Document and/or otherwise in connection with the construction of the Improvements, except to the extent the same result from the gross negligence or willful misconduct of Lender or any other party acting at the direction of Lender.

8.03. Costs and Attorneys' Fees. All costs and expenses, including reasonable attorneys' fees, paid or incurred by the Lender in the enforcement or defense of this Agreement, including proceedings in appellate courts, shall be paid by Borrower. "Attorneys' fees" shall include fees for the attorneys' services whether outside or within judicial proceedings, including, without limitation, Bankruptcy Court proceedings; it being understood, however, that the statutory presumption of the amount of attorneys' fees as set forth in O.C.G.A Section 13-1-11 shall not apply.

8.04. Maturity. The Loan hereunder shall mature and all indebtedness outstanding thereunder shall be paid in full on the maturity date set forth in the Note. Any extension options shall be as set forth in the Note.

8.05. Intentionally Omitted.

8.06. Consent To Jurisdiction. Borrower hereby irrevocably and unconditionally (a) submits to personal jurisdiction in Georgia over any suit, action or proceeding arising out of or relating to this Agreement or the Note, and (b) waives any and all personal rights under the laws of any state (i) to object to jurisdiction within Georgia or venue in any particular forum within Georgia, and (ii) to the right, if any, to claim or recover any special, exemplary, punitive or consequential damages or any damages other than actual damages.

8.07. Waiver of Jury Trial. Lender and Borrower hereby waive the right to any jury trial in any action or proceeding between the parties, whether arising out of or relating to this Agreement brought by either party against the other.

8.08. Other Collateral. Collateral securing other loans with Lender may also secure this Loan. To the extent collateral previously has been given to Lender by any person that may secure this Loan, whether directly or indirectly, it is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods will not secure this Loan. In addition, if any collateral requires the giving of a right of rescission under the Truth in Lending Act for this Loan, such collateral also will not secure this Loan unless and until all required notices of that right have been given.

8.09. Rights of Third Parties. All conditions of the obligations of the Lender hereunder, including the obligation to make advances, are imposed solely and exclusively for the benefit of the Lender and its successors and assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that the Lender will refuse to make advances in the absence of strict compliance with any or all such conditions, and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by the Lender at any time, if, in its sole discretion, it deems it desirable to do so. In particular, the Lender makes no representations and assumes no obligations as to third parties concerning the quality of the construction by the Borrower of the Improvements or the absence thereof of defects. In this connection the Borrower agrees to and shall indemnify the Lender from any liability, claims, or losses resulting from the disbursement of the proceeds of the Loan or from the condition of the Premises (unless resulting from the gross negligence or willful misconduct of Lender), whether related to the quality of construction or otherwise and whether arising during or after the term of the Loan made by the Lender to the Borrower in connection herewith. This provision shall survive the repayment of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims, or losses exists.

8.10. Evidence of Satisfaction of Conditions. Any condition of this Agreement which requires the submission of evidence of the existence or non-existence of a specified fact or facts implies as a condition the existence or non-existence, as the case may be, of such fact or facts, and the Lender shall, at all times, be free independently to establish to its satisfaction and in its reasonable discretion such existence or non-existence.

8.11. All Matters Satisfactory to the Lender. All proceedings taken in connection with the transactions provided for herein, all surveys and documents required or contemplated by the Loan Documents, and the Persons responsible for the execution and preparation thereof, the

contractors and all subcontractors, all sureties, guarantors, insurers, the form of the construction contracts, and all subcontracts, leases, bonds, guaranties, and policies of insurance shall be satisfactory to the Lender in its reasonable discretion; and the Lender and the Lender's counsel shall receive copies (or certified copies where appropriate in such counsel's judgment) of all documents which it may reasonably request in connection therewith.

8.12. Payment of Construction Costs. The Lender shall be under no duty or obligation to any third party to ascertain whether the Borrower has used or will use the proceeds of the Loan for the payment of bills incurred by the Borrower in connection with the construction of the Improvements. Payment of all bills for labor and materials in connection with the construction of the Improvements shall be the sole responsibility of the Borrower, and the Lender's sole obligation shall be to advance the proceeds of the Loan subject to and in accordance with this Agreement.

8.13. No Agency. The Lender is not the agent or representative of the Borrower, and the Borrower is not the agent or representative of the Lender, and nothing in this Agreement shall be construed to make the Lender liable to anyone for goods delivered to or labor or services performed upon the Premises or for debts or claims accruing against the Borrower. Nothing herein shall be construed to create a relationship ex contractu or ex delicto between the Lender and anyone supplying labor or materials or services for or to the Premises.

8.14. No Partnership or Joint Venture. Nothing herein nor the acts of the parties hereto shall be construed to create a partnership or joint venture between the Borrower and the Lender.

8.15. Sums Held by the Lender. Except as otherwise provided herein, the Lender shall not, except to the extent required by law or otherwise agreed in writing by the Lender, have any obligation to pay interest on any sums from time to time deposited by the Borrower with the Lender pursuant to this Agreement.

8.16. Assignment. The Borrower may not assign this Agreement or any of its rights or obligations hereunder without prior written consent of the Lender. The Borrower acknowledges that the Lender may, and shall have the right to, sell participation interests in the Loan to a subsidiary or affiliate of the Lender or to a Federal Reserve Bank or to another reputable financial institution and to transfer the indebtedness evidenced by the Loan to a subsidiary or affiliate of the Lender or to a Federal Reserve Bank or to another reputable financial institution; provided, however, Lender shall remain primarily responsible for its obligations hereunder until Lender shall have made all advances contemplated under this Agreement in connection with the completion of the Project. In the event any of the Lender's participants shall reasonably require any additional items, the Borrower shall use all reasonable efforts to obtain and deliver such items; provided, however, that in no event shall the Borrower be required to incur any additional liability in connection therewith. In the event the Lender's assignee requires any estoppel letter from the Borrower, the Borrower, upon demand, shall execute an estoppel letter setting forth (a) the unpaid principal balance of, an accrued but unpaid interest under, the Note; (b) whether or not any offsets or defenses exist or are claimed by the Borrower with respect to the payment of the same; and (c) any other matters reasonably requested by the Lender or such assignee. The Borrower agrees that

in the event of such assignment (if allowed hereunder), the Lender shall be released of all liability to the Borrower under the Loan Documents as arising from and after the date of such assignment. Notwithstanding anything contained or inferred herein to the contrary, Borrower acknowledges: (a) that during the term of the Loan Lender may merge with or be acquired by First Horizon National Corporation, which shall not be prohibited under this Agreement, and (b) nothing contained herein shall bar any participation or assignment hereunder by Lender.

8.17. Successors and Assigns Included in Parties. Whenever in this Agreement one of the parties hereto is named or referred to, the heirs, executors, administrators, legal representatives, successors, and permitted assigns of such parties shall be included and all covenants and agreements contained in this Agreement by or on behalf of the Borrower or by or on behalf of the Lender shall bind and inure to the benefit of their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns, whether so expressed or not.

8.18. Construction. No provision of this Agreement or any Loan Document shall be construed by any Court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provision.

8.19. Admissibility. Copies of this Agreement, the Loan Documents and all communications received by electronic means or otherwise and stored as electronic records, if introduced as evidence in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as among the parties to the same extent and under the same conditions as other original business records. None of the parties shall contest the admissibility of photocopies and electronic records maintained hereunder under either the business records exception to the hearsay rule or the best evidence rule on the basis that such materials were not originated and always maintained in writing. However, nothing in this Section 8.19 shall limit any party's right to contest whether an electronic record maintained hereunder has been altered.

8.20. Headings. The headings of the Sections, Paragraphs, and Subdivisions of this Agreement are for the convenience of reference only and are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

8.21. Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto at the time performance of such provisions shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

8.22. Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

8.23. Amendments. Neither this Agreement nor any provision hereof may be

changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

8.24. Notices.

(a) All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date of actual delivery if by hand or local courier, upon first attempted delivery if deposited in the mail, designated as certified mail, return receipt requested, post-prepaid, or first attempted delivery after being entrusted to a reputable commercial overnight delivery service addressed to the party to which such notice is directed at its address determined as provided in this Section 8.24(a). In addition, notices hereunder may be delivered by hand in which event the notice shall be deemed effective when delivered. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

(i) If to the Borrower:

Arris Destin, LLC
3340 Peachtree Road, Suite 1660
Atlanta, Georgia 30326
Attention: John Graham

With a copy to:

Destin Member, LLC
c/o Federal Capital Partners
4445 Willard Avenue, Suite 900
Chevy Chase, MD 20815
Attention: Edward Corwin

(ii) If to the Lender:

IBERIABANK,
3625 Cumberland Boulevard, SE
Building Two
Atlanta, Georgia 30339
Attn: J. Huff Forness, Jr.

Any party hereto may change the address to which notices shall be directed under this Section 8.24 by giving ten (10) days' written notice of such change to the other parties.

8.25. Governing Law. This agreement shall be governed by and construed according to the laws of the State of Georgia.

8.26. Time. Time is of the essence in this Agreement.

8.27. Lender's Liability. No action shall be commenced by the Borrower for any claim against the Lender under the terms of this Agreement unless notice thereof, specifically setting forth the claim of the Borrower, shall have been given to the Lender within two (2) calendar years after the Borrower shall have first become aware of the event of omission which the Borrower alleges gave rise to such claim, and failure to give such notice shall constitute a waiver of any such claim.

8.28. Force Majeure. Except for the occurrence of a Module Event, in the event the Borrower shall be hindered or delayed in, or prevented from, the construction of the Improvements or any part thereof due to any strike, lockout, labor dispute, act of God, inability to obtain labor or materials on a timely basis, government restriction, injunction entered by a court of competent jurisdiction, civil commotion, fire, casualty, or other event beyond the direct control of the Borrower (but specifically excluding the Borrower's financial difficulty), then the Completion Schedule shall be revised so as to extend the dates applicable to the affected Improvements or the affected portion thereof for a period or periods commensurate with the period(s) of delay resulting from any of such events, provided that (a) the Borrower shall have made adequate provisions, acceptable to the Lender, for the protection of the Improvements and materials stored on site against deterioration and against loss or damage and theft during any such period of delay, and (b) the Borrower shall furnish to the Lender satisfactory evidence that the completion of the Improvements or the affected portion thereof can be accomplished on or before the extended date of required completion.

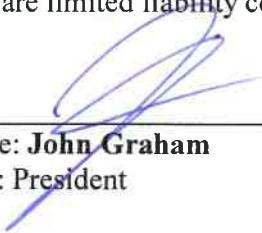
8.29. Provisions Hereof Control. To the extent any term or provision of the Loan Documents and any term or provision of this Agreement conflict, the terms and provisions of this Agreement shall govern and control.

(Signature Contained on Following Page)

IN WITNESS WHEREOF, the Borrower and the Lender have hereunto caused these presents to be executed and sealed as of the date first above written.

BORROWER:

Arris Destin, LLC,
a Delaware limited liability company

By:  (SEAL)
Name: **John Graham**
Title: **President**

LENDER:

IBERIABANK,
a Louisiana state-chartered bank

By: _____
J. Huff Forness, Jr.,
Senior Vice President

(BANK SEAL)

IN WITNESS WHEREOF, the Borrower and the Lender have hereunto caused these presents to be executed and sealed as of the date first above written.

BORROWER:

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By: _____ (SEAL)
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IBERIABANK,
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By:  _____
J. Huff Forness, Jr.,
Senior Vice President

(BANK SEAL)

Plotted By: Brenna L. Spencer Sheet: Set THE CHARLES Layout: COVER SHEET October 09, 2019 05:04:09pm K:\VAL-Civil\017313002-Core Capital Property\Design\AAD\PlanSheets\0000 COVER SHEET.dwg
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PROJECT LOCATION
OKALOOSA COUNTY

PROJECT TEAM

DEVELOPER
CORE PROPERTY CAPITAL
3340 PEACHTREE ROAD, SUITE 1660
ATLANTA, GA 30326
PHONE: (404) 504-8777
CONTACT: CHIP DILLARD

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
2615 CENTENNIAL BOULEVARD, SUITE 102
TALLAHASSEE, FL 32308
PHONE: (850) 553-3500
CONTACT: CAMERON SNIPES, P.E.

MUNICIPALITY
CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 981-7100

OWNER
KAHUNA PROPERTY, LLC
3442 FRANCIS RD, SUITE 160
ALPHARETTA, GA 30004
PHONE: (770) 826-6288
CONTACT: LARRY W. COVINGTON

SURVEYOR
BUCHANAN & HARPER, INC.
735 WEST 11TH STREET
PANAMA CITY, FL 32401
PHONE: (850) 763-7427
CONTACT: W. TODD TINDELL, P.L.S.

UTILITY SUPPLIERS

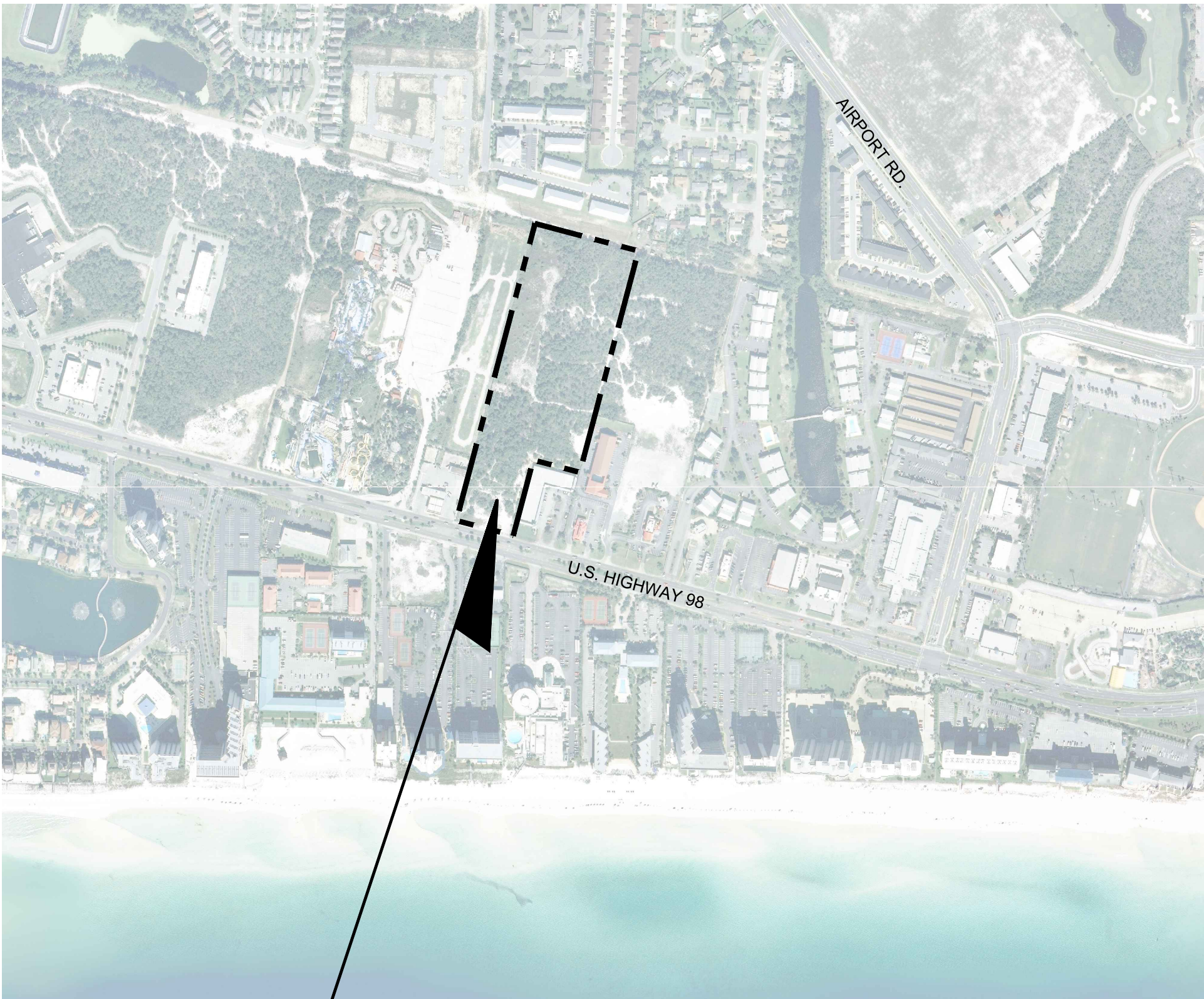
WATER/SEWER
DESTIN WATER USERS
14 INDUSTRIAL LANE
P.O. BOX 308
DESTIN, FL 32541
PHONE: (850) 337-3937
CONTACT: STEVEN SCHMITT

POWER
GULF POWER
34854 EMERALD COAST PARKWAY
DESTIN, FL 32541
PHONE: (850) 244-4773
CONTACT: TOM RICHARDSON

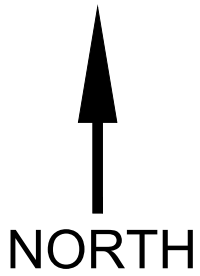
LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 6, BLOCK J, OF THE REVISED SECOND EAST PASS ADDITION TO DESTIN, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 19A OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 76°11'00" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R.#30, 100' R/W), A DISTANCE OF 500.00 FEET; THENCE GO NORTH 13°49'00" EAST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 76°11'00" EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY (NOW A 110' R/W), A DISTANCE OF 132.77 FEET; THENCE GO NORTH 05°06'00" WEST ALONG THE AFORESAID RIGHT-OF-WAY LINE, A DISTANCE OF 15.85 FEET; THENCE GO SOUTH 76°11'00" EAST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE (NOW A 125.00' R/W), A DISTANCE OF 2508.27 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE GO NORTH 13°49'00" EAST, A DISTANCE OF 1278.98 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF A 100 FOOT GULF POWER EASEMENT; THENCE GO SOUTH 76°11'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 405.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 76°11'53" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID GULF POWER EASEMENT, A DISTANCE OF 444.55 FEET; THENCE GO SOUTH 13°49'00" WEST, A DISTANCE OF 954.20 FEET; TO A POINT WHICH IS 300.00 FEET FROM THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30; THENCE GO NORTH 76°11'0" WEST, A DISTANCE OF 200.00 FEET; THENCE GO SOUTH 13°49'00" WEST, A DISTANCE OF 325.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 98 (S.R. #30, 125' R/W); THENCE GO NORTH 76°11'00" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 244.55 FEET TO A POINT ON THE EAST PROPERTY LINE ON AN EXISTING CHEVRON GAS STATION; THENCE GO NORTH 13°49'00" EAST ALONG SAID EAST PROPERTY LINE, A DISTANCE OF 1277.49 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF AN EXISTING 100 FOOT GULF POWER EASEMENT; AND THE POINT OF BEGINNING OF DESCRIBED PARCEL.

PROJECT LOCATION



VICINITY MAP
SEC. 00, TWP. 2S, RNG. 22



DESIGN STANDARDS:

CITY OF DESTIN LAND DEVELOPMENT CODE

.DESTIN WATER USERS

F.D.O.T. SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION, 2018

F.D.O.T. STANDARD PLANS, 2018-2019

F.D.O.T. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF STREETS AND HIGHWAYS (GREEN BOOK)

MUTCD CURRENT EDITION

CONSTRUCTION PLANS

FOR

THE CHARLES

1021 U.S. HIGHWAY 98

DESTIN, FL

SOUTH MATTIE M. KELLY BLVD NOTES:

1. THE CONTRACTOR SHALL PROVIDE TESTING RESULTS FOR SOUTH MATTIE M KELLY BLVD CONSTRUCTION IN ACCORDANCE WITH FOOT SPECIFICATION WHEN NOT COVERED BY LDC. TESTING SHALL INCLUDE COPIES OF THE CONCRETE AND ASPHALT MIX DESIGNS USED WITHIN THE RIGHT-OF-WAY. TESTING RESULTS SHALL BE PROVIDED TO ENGINEER OF RECORD AND CITY OF DESTIN REPRESENTATIVE.
2. SOUTH MATTIE M. KELLY BLVD SHALL FOLLOW PERMENANT ACCEPTANCE PROCEDURES BY THE CITY AS OUTLINED IN 2.20.00.E.

NO RESIDENTIAL UNITS WILL BE ALLOWED IN LOT B.



Digitally signed by
Samantha Brisolaro
Date: 2020.06.05
10:15:31 -05'00'

Sheet List Table

Sheet Number	Sheet Title
C000	COVER SHEET
C100	GENERAL NOTES
C200	OVERALL KEY SHEET
C300	DEMOLITION AND EROSION CONTROL PLAN
C301	EROSION CONTROL DETAILS
C400	SITE PLAN
C401	SITE PLAN
C500	SIGNING AND MARKING PLAN
C600	UTILITY PLAN
C601	UTILITY PLAN
C700	PAVING, GRADING AND DRAINAGE
C701	PAVING, GRADING AND DRAINAGE
C800	FDOT IMPROVEMENTS
C900	S. MATTIE M. KELLY BLVD. PLAN AND PROFILE
C901	S. MATTIE M. KELLY BLVD. PLAN AND PROFILE
C902	SEWER PLAN AND PROFILE
C903	SEWER PLAN AND PROFILE
C1000	DUST, VIBRATION, AND PARKING MITIGATION PLAN
C1001	CONSTRUCTION DETAILS
C1002	PRELIMINARY PLAT
LP-1	PHOTOMETRIC PLAN
L100	TREE PROTECTION AND REPLACEMENT PLAN
L101	ENTRY MONUMENT SIGN
L102	PLANTING SPECIFICATIONS AND DETAILS
A4-00	FINISH FLOOR ELEVATIONS AND GRADES

CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811



SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PROJECT DATUM: NAVD '88

Kimley»Horn

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2615 CENTENNIAL BOULEVARD, SUITE 102
TALLAHASSEE, FL 32308 - PHONE: 850-553-3500
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

CAMERON R. SNIPES

FLORIDA LICENSE NUMBER 75465

KHA PROJECT 017313002

DATE OCTOBER 2019

SCALE AS SHOWN

DESIGNED BY EKC

DRAWN BY EKC

CHECKED BY CRS

DATE

COVER SHEET

THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

CITY OF DESTIN FLORIDA

SHEET 1 OF 25

DRAWING NUMBER

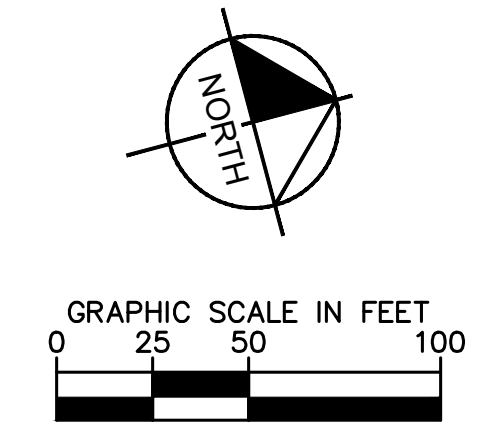
C000

REVISIONS

No.

DATE

BY



CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

811

Know what's **below.**
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Kimley»»Horn

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2615 CENTENNIAL BOULEVARD, SUITE 102
TALLAHASSEE, FL 32308 PHONE: 850-553-3500
WWW.KIMLEY-HORN.COM CA 00000896

OVERALL KEY SHEET

THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

KHA PROJECT 017313002	LICENSED PROFESSIONAL
DATE OCTOBER 2019	CAMERON R. SNIPE
SCALE AS SHOWN	FLORIDA LICENSE NUMBER 75465
DESIGNED BY EKC	
DRAWN BY EKC	

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Plotted By: Brenna, Spencer Sheet Set: THE CHARLES Layout: C200 OVERALL KEY SHEET October 09, 2019 05:04:31pm K:\TAL\Civil\017313002-Core Capital Property\Design\CADD\PlanSheets\C200 OVERALL KEY.dwg

Plotted By: Brenna L. Spencer, Sheet Set: THE CHARLES, Layout: C300, DEMOLITION AND EROSION CONTROL PLAN, October 09, 2019, 05:04:43pm, K:\YAL-Civil\017313002-CORE Capital Property\Design\CADD\PlanSheets\C300 DEMOLITION AND EROSION CONTROL PLAN.dwg
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BEST MANAGEMENT PRACTICES (BMP) NOTES:

1. CONTRACTOR SHALL COORDINATE WITH COUNTY GROWTH MANAGEMENT AND THE COUNTY'S ENVIRONMENTAL INSPECTOR.

2. ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED, DURING ANY PHASE OF DEVELOPMENT, AT THE DISCRETION OF LEON COUNTY'S ENVIRONMENTAL INSPECTOR.

3. THE CONTRACTOR SHALL ENSURE THAT A FOREMAN OR SUPERVISOR WHO HAS BEEN CERTIFIED UNDER THE FLORIDA STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM IS AVAILABLE IN PERSON OR BY PHONE AT ALL TIMES DURING CONSTRUCTION ACTIVITIES. INSPECTOR TO BE DESIGNATED AND AVAILABLE AT THE PRE-CONSTRUCTION MEETING.

4. SILT FENCE SHOWN ON THESE PLANS SHALL BE INSTALLED GENERALLY IN THE LOCATIONS INDICATED, ADJUSTED FOR FIELD CONSTRAINTS.

5. CONTRACTOR SHALL INSPECT AND REPAIR ALL BMP'S AT LEAST ONCE A WEEK, AND AFTER EVERY SIGNIFICANT RAIN EVENT ($>\frac{1}{2}$ OF RAINFALL.) A LOG OF SUCH INSPECTIONS SHALL BE MAINTAINED AT THE SITE.

6. ANY BMP IN NEED OF REPAIR OR REINSTALLATION SHALL BE CORRECTED BY THE CONTRACTOR WITHIN 24 HOURS OF IDENTIFICATION OF THE NEED FOR SUCH CORRECTION.

7. ADDITIONAL BMP MEASURES MAY BE NECESSARY TO ENSURE THAT TURBID WATER IS NOT DISCHARGED FROM THE CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN, THE N.P.D.E.S. PERMIT AND THE CONDITIONS OF THE APPLICABLE NFWFMD ENVIRONMENTAL RESOURCE PERMIT.
8. ALL DISTURBED AREAS TO BE LEFT IDLE LONGER THAN 14 DAYS MUST BE STABILIZED WITH QUICK GROW GRASS SEED AND MULCH.

9. NO TRENCHING OR EXCAVATION SHALL BE ALLOWED WITHIN THE CPZ OF PROTECTED TREES, EXCEPT WHERE DEBITS HAVE BEEN NOTED ON THE PLANS.

10. STREET SWEEPING WILL BE REQUIRED AS NECESSARY.

11. IMPROVEMENTS SHOWN FOR REFERENCE ONLY.

12. COORDINATE DISPOSAL OF EXCAVATED MATERIAL WITH COUNTY.

13. ONSITE WASTE WHICH COULD PRESENT A HAZARD TO WATER RESOURCES IF IMPROPERLY HANDLED, INCLUDING SOLVENTS, PAINT, PESTICIDES, WASTE OIL, BATTERIES, FLUORESCENT LIGHTS OR OTHER MERCURY CONTAINING DEVICES MUST BE REMOVED FROM THE SITE BY EITHER A DEPARTMENT OF ENVIRONMENTAL PROTECTION APPROVED HAZARDOUS WASTE TRANSPORTER, RECYCLER, OR IN MANY CASES MAY BE TRANSPORTED BY THE CONTRACTOR TO THE LEON COUNTY HAZARDOUS WASTE CENTER. REGARDLESS OF THE CHOSEN METHOD THE CONTRACTOR MUST OBTAIN RECEIPTS DOCUMENTING THE PROPER DISPOSAL OF WASTE.

LEGEND:

—X—

SF

X X X X X

LIMITS OF DISTURBANCE

OBJECT TO BE REMOVED

SILT FENCE

CONSTRUCTION ENTRANCE

INLET PROTECTION

STAKED HAY BALE

TO BE REMOVED

NORTH

0

25

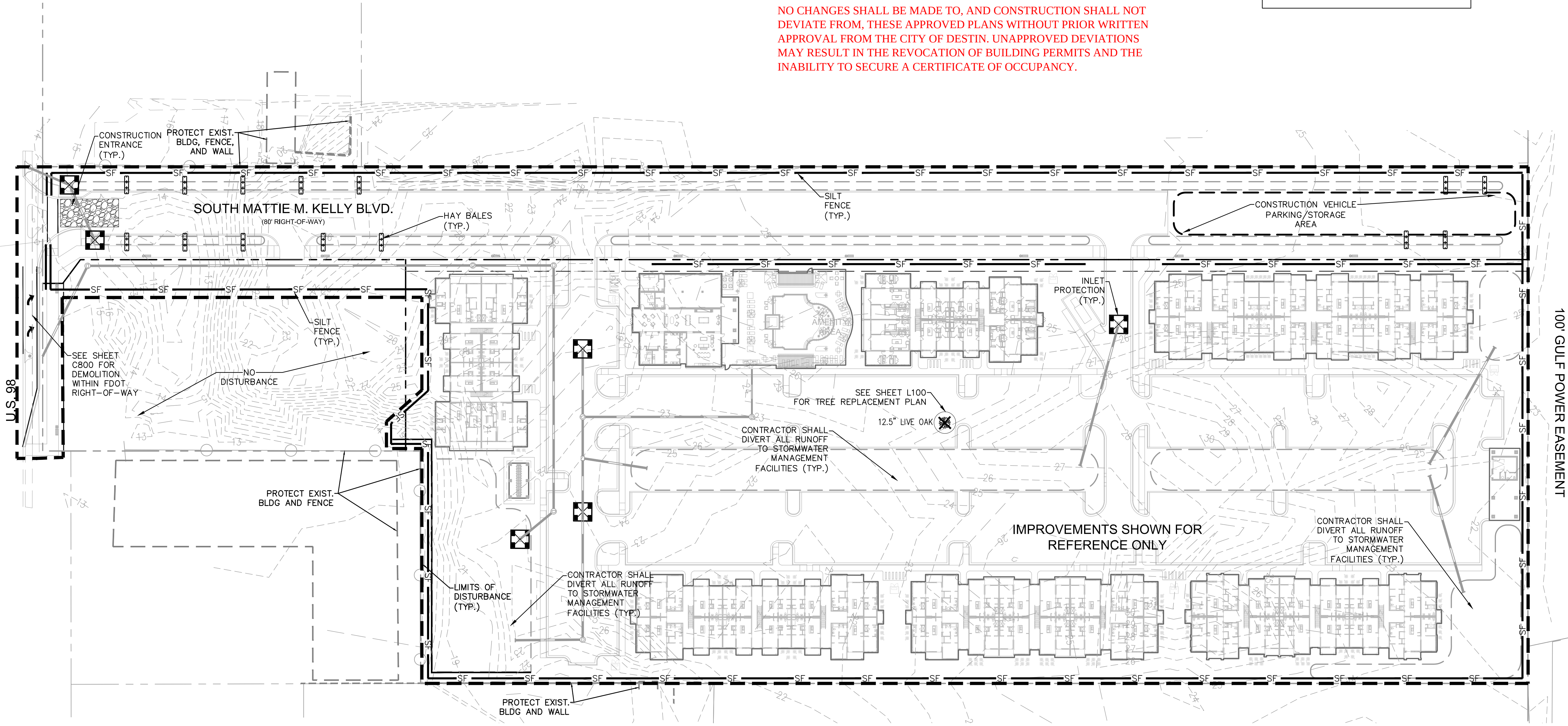
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GRAPHIC SCALE IN FEET

FINAL PLANS APPROVED AS OF SIGNATURE DATE

NO CHANGES SHALL BE MADE TO, AND CONSTRUCTION SHALL NOT DEVIATE FROM, THESE APPROVED PLANS WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF DESTIN. UNAPPROVED DEVIATIONS MAY RESULT IN THE REVOCATION OF BUILDING PERMITS AND THE INABILITY TO SECURE A CERTIFICATE OF OCCUPANCY.



DEMOLITION NOTES:

1. THE INTENT OF THE DEMOLITION PLAN IS TO DEPICT EXISTING FEATURES THAT ENCOMBER THE PROPOSED CONSTRUCTION AREA AND ARE SCHEDULED FOR REMOVAL. SOME INCIDENTAL ITEMS MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE PLAN. THE CONTRACTOR IS ENCOURAGED TO THOROUGHLY INSPECT THE SITE AS WELL AS REVIEW THE PLANS AND SPECIFICATIONS PRIOR TO SUBMITTING PRICING. THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION FOR INCIDENTAL ITEMS NOT SHOWN ON THIS DEMOLITION PLAN.

2. THIS DEMOLITION PLAN IS BASED ON AVAILABLE UTILITY INFORMATION AND MAY OR MAY NOT BE ALL INCLUSIVE FOR THIS SITE. ANY UTILITIES ENCOUNTERED DURING DEMOLITION THAT ARE NOT DEPICTED/ADDRESSED ON THIS DEMOLITION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

3. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL DEMOLITION PERMITS WHICH INVOLVES COMPLETION OF A HAZARDOUS WASTE INSPECTION, AND MITIGATION OF ANY ISSUES PRIOR TO SITE WORK.

4. ALL FEATURES IDENTIFIED ON THIS PLAN WHICH ARE INDICATED TO BE DEMOLISHED ARE TO BE REMOVED FROM THE SITE. AFTER DEMOLITION IS COMPLETE THE SITE SHALL BE DELIVERED IN A CONDITION SUITABLE FOR DEVELOPMENT.

5. THE CONTRACTOR SHALL LIMIT ALL DEMOLITION ACTIVITIES TO THOSE AREAS DELINEATED ON THIS DEMOLITION PLAN UNLESS DIRECTED OTHERWISE BY THE ENGINEER, OR AS REQUIRED FOR CONSTRUCTION OF IMPROVEMENTS.

6. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING AIRBORNE DUST AND POLLUTANTS BY USING WATER SPRINKLING OR OTHER SUITABLE MEANS OF CONTROL.
7. THE CONTRACTOR SHALL USE CARE IN HANDLING DEBRIS FROM THE SITE TO ENSURE THE SAFETY OF THE PUBLIC. THE HAUL ROUTE IS TO BE CLOSELY MONITORED FOR DEBRIS OR MATERIALS TRACKED ONTO ADJOINING ROADWAYS, SIDEWALKS ETC. ROADWAYS AND WALKWAYS TO BE CLEARED DAILY OR AS NECESSARY TO MAINTAIN PUBLIC SAFETY.

8. ALL ASPHALT TO BE REMOVED SHALL BE SAW CUT ADJACENT TO REMAINING IMPROVEMENTS.

9. EXISTING SITE FEATURES LOCATED WITHIN THE AREA OF DEMOLITION IDENTIFIED TO REMAIN SHALL BE PROTECTED DURING THE COURSE OF CONSTRUCTION. FEATURES AFFECTED BY GRADING SHALL BE ADJUSTED TO MEET DESIGN GRADES.

10. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY OWNERS PRIOR TO REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES. ALL EXISTING UTILITY CONNECTIONS ARE TO BE DISCONNECTED AND REMOVED TO SERVICE POINT OR METER UNLESS NOTED TO REMAIN. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND PROTECTING UTILITIES WITHIN THE LIMITS OF CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR ALL DAMAGES DURING CONSTRUCTION, AND SHALL REPAIR SAID DAMAGES AT HIS/HER EXPENSE.

11. EXISTING SURVEY MONUMENTATION SHALL NOT BE DISTURBED; ANY DISTURBED OR REMOVED MONUMENTATION SHALL BE REPLACED BY A FLORIDA REGISTERED SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.

CONSTRUCTION SEQUENCE:

THE INTENT OF THIS SEQUENCE IS TO MINIMIZE EROSION DURING INITIAL CONSTRUCTION. BMP'S WILL REQUIRE MODIFICATION AS NECESSARY THROUGHOUT CONSTRUCTION ACTIVITY.

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

- PHASE 1:

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE, INSTALL SILT FENCE, AND TREE PROTECTION.

2. CONSTRUCT AND STABILIZE SEDIMENT BASIN AND DRAINAGE SWALES WITH APPROPRIATE OUTFALL STRUCTURES (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL CONTROL DEVICES LISTED ABOVE)

3. INSTALL INLET PROTECTION AT EXISTING INLET(S).

4. INSTALL AND STABILIZE ANY NECESSARY HYDRAULIC CONTROL STRUCTURES (DIKES, CHECK DAMS, OUTLET TRAPS, RISER PIPE DISCHARGE POINT, ETC.)

5. PREPARE CLEARING AND GRUBBING OF THE SITE.
- PHASE 2:

6. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.

7. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.

8. TEMPORARILY SEED WITH PURE LIVE SEED (OR APPROVED EQUAL), THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE OR AS REQUIRED BY GENERIC PERMIT.

CALL 2 WORKING DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811



SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DEMOLITION AND EROSION CONTROL PLAN

THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

SHEET 4 OF 25

DRAWING NUMBER

C300

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TALLAHASSEE, FL 32308 - PHONE: 850-553-3500
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 017313002

DATE OCTOBER 2019

SCALE AS SHOWN

DESIGNED BY EKC

DRAWN BY EKC

CHECKED BY CRS

LICENSED PROFESSIONAL

CAMERON R. SNIPES

FLORIDA LICENSE NUMBER 75465

DATE

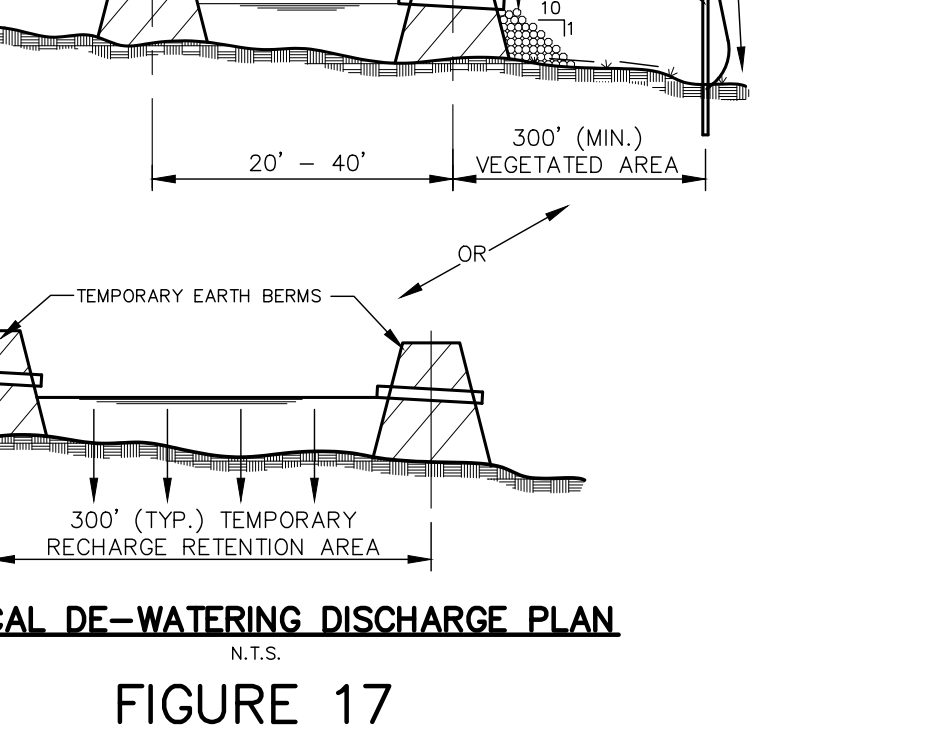
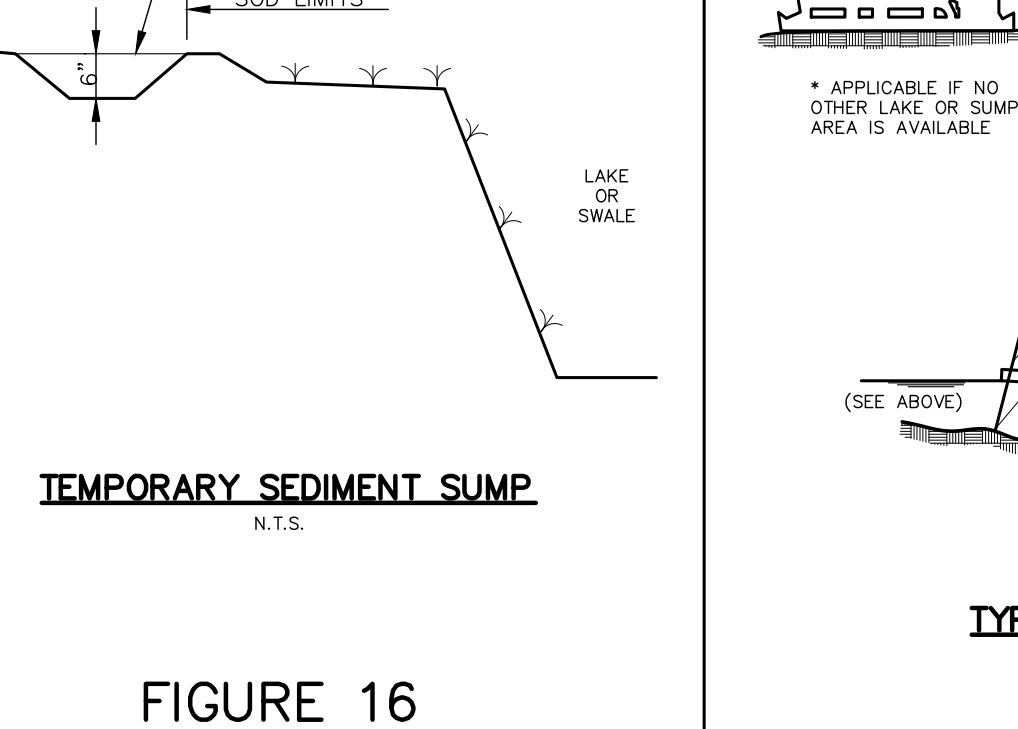
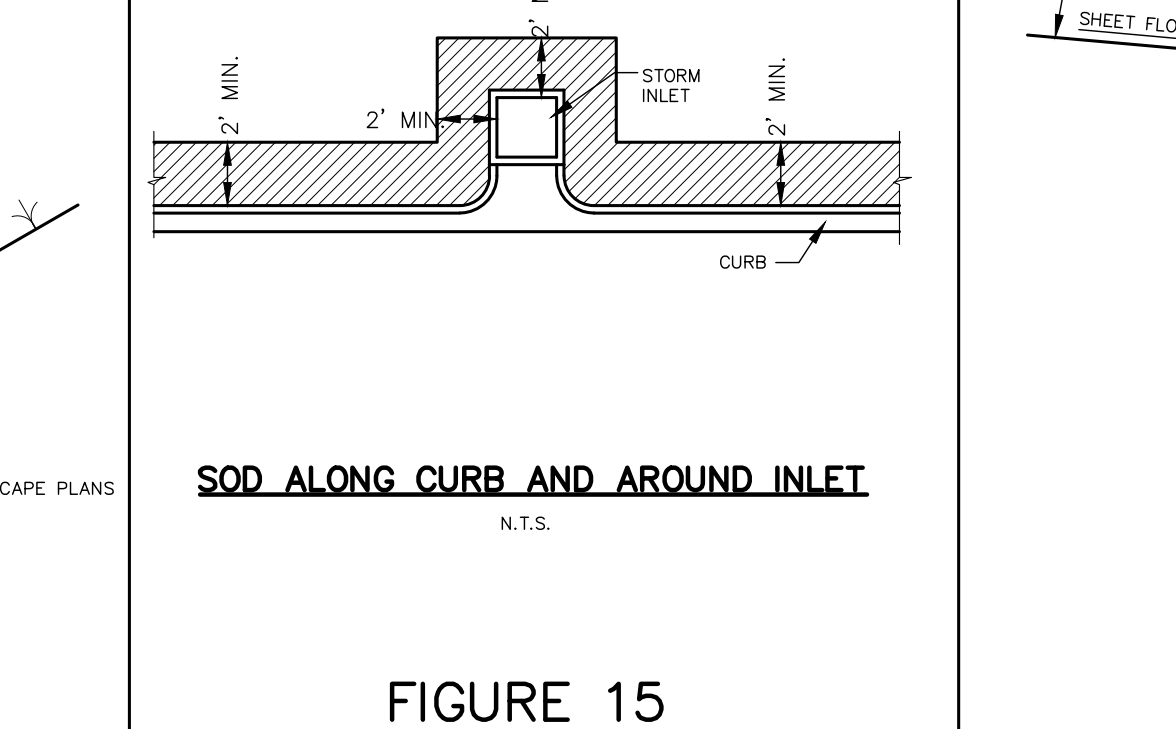
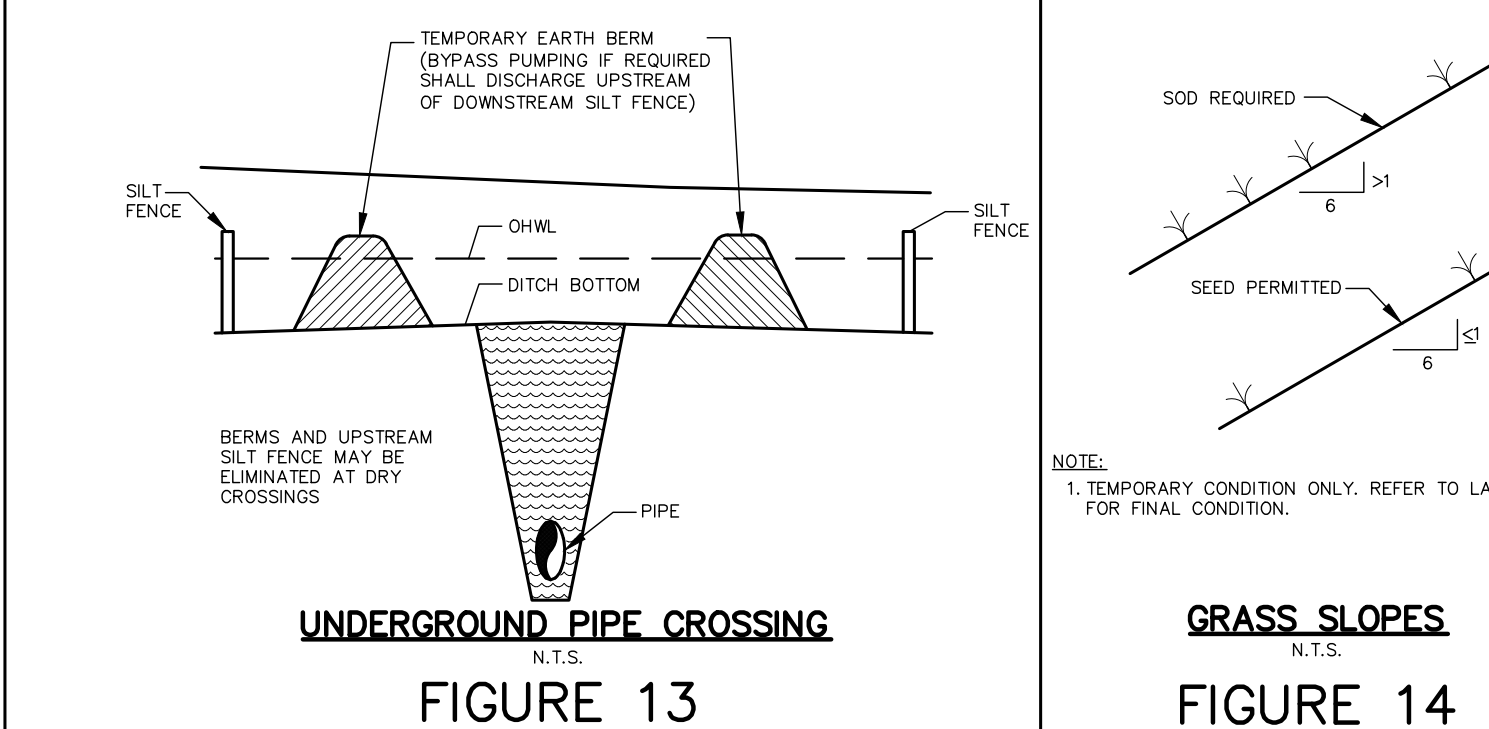
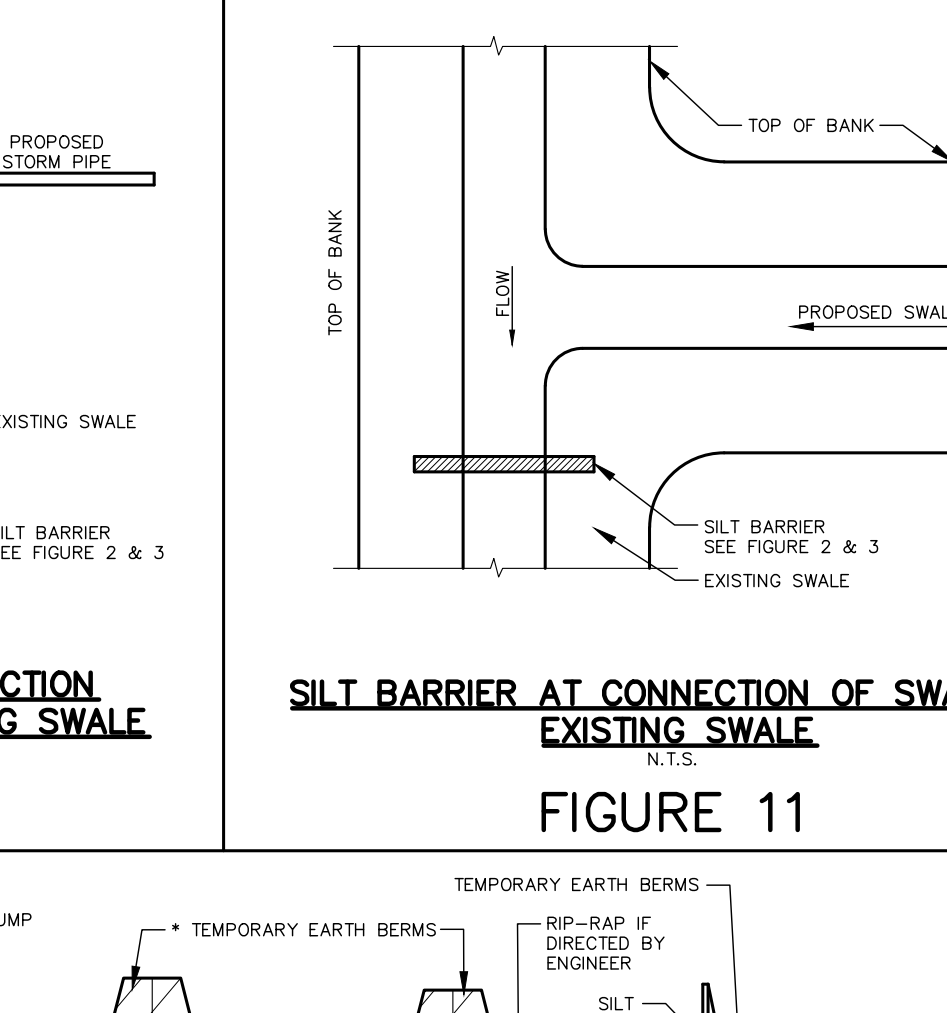
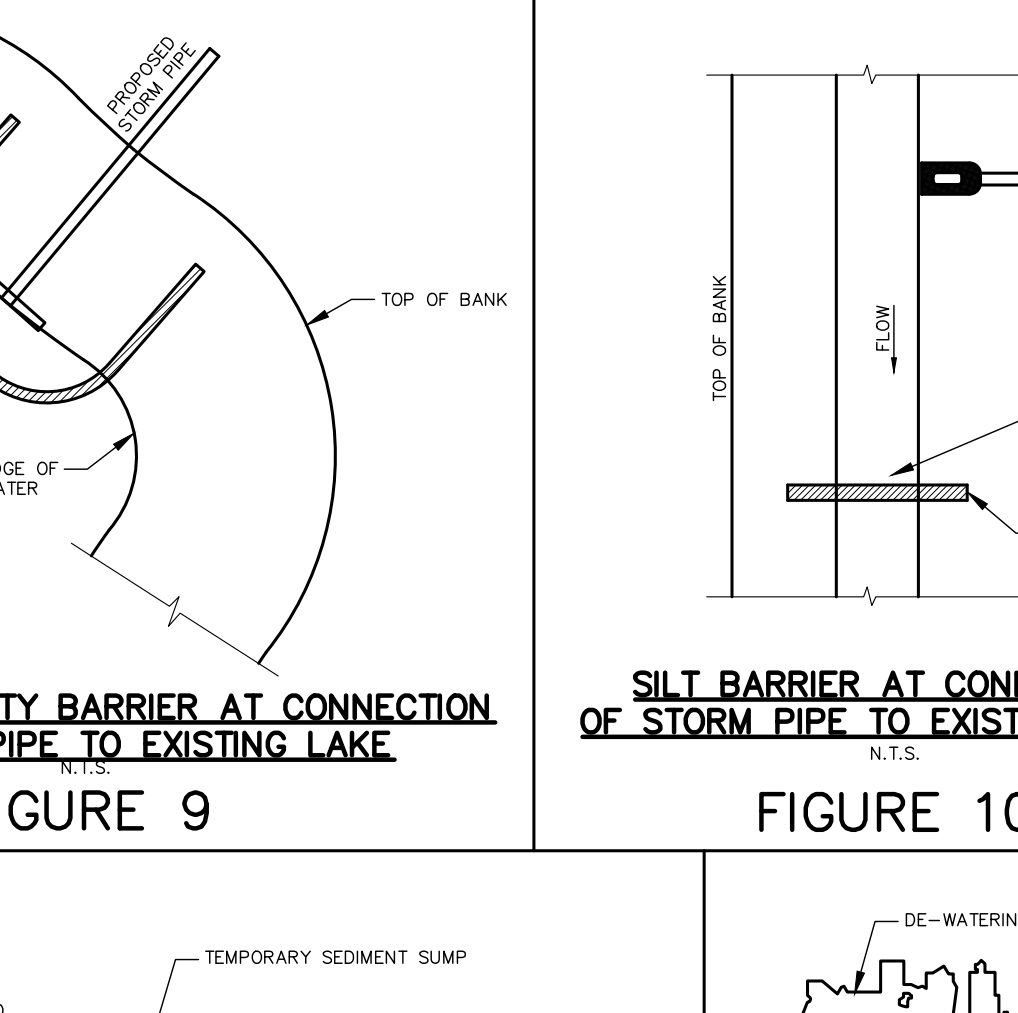
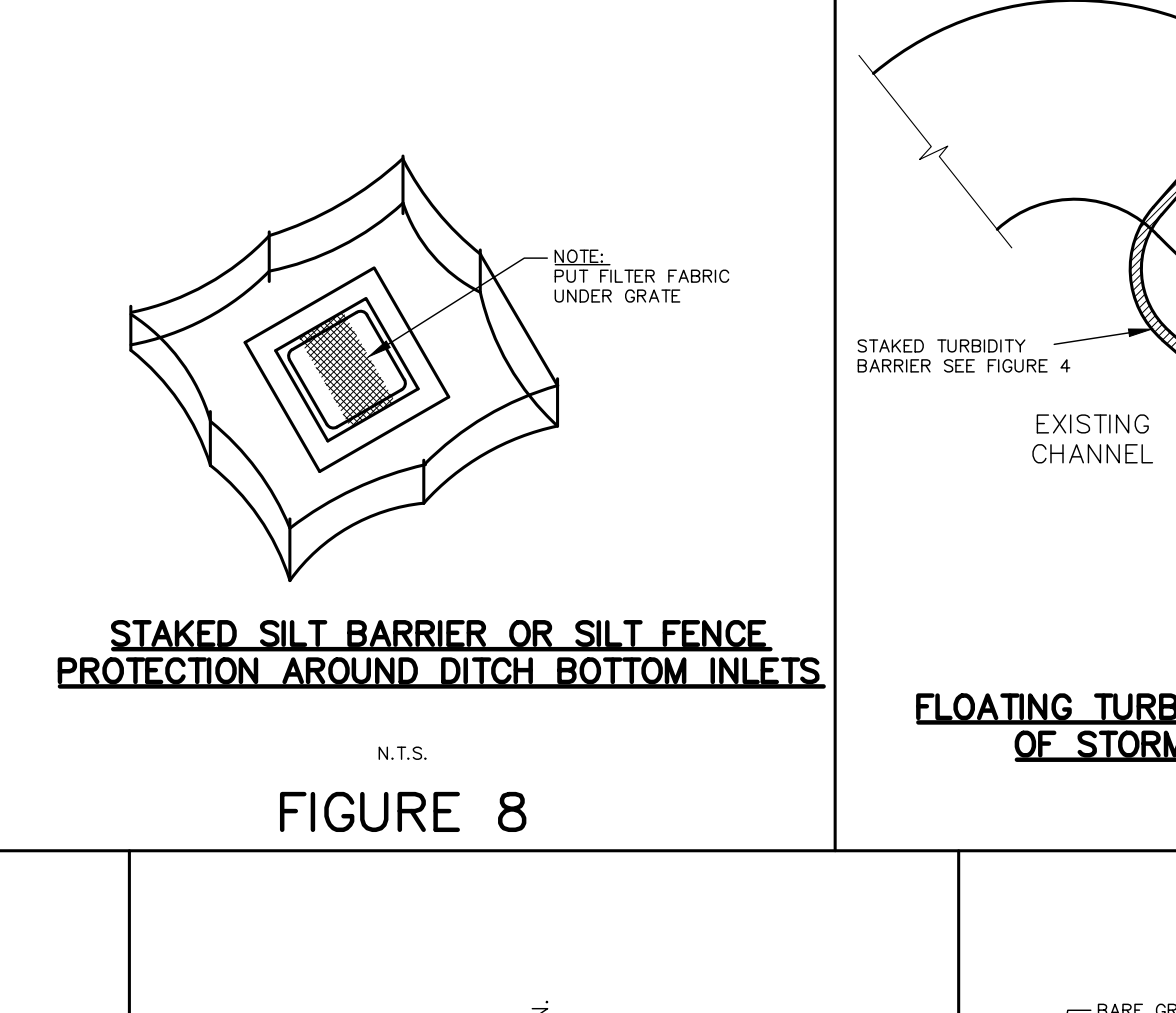
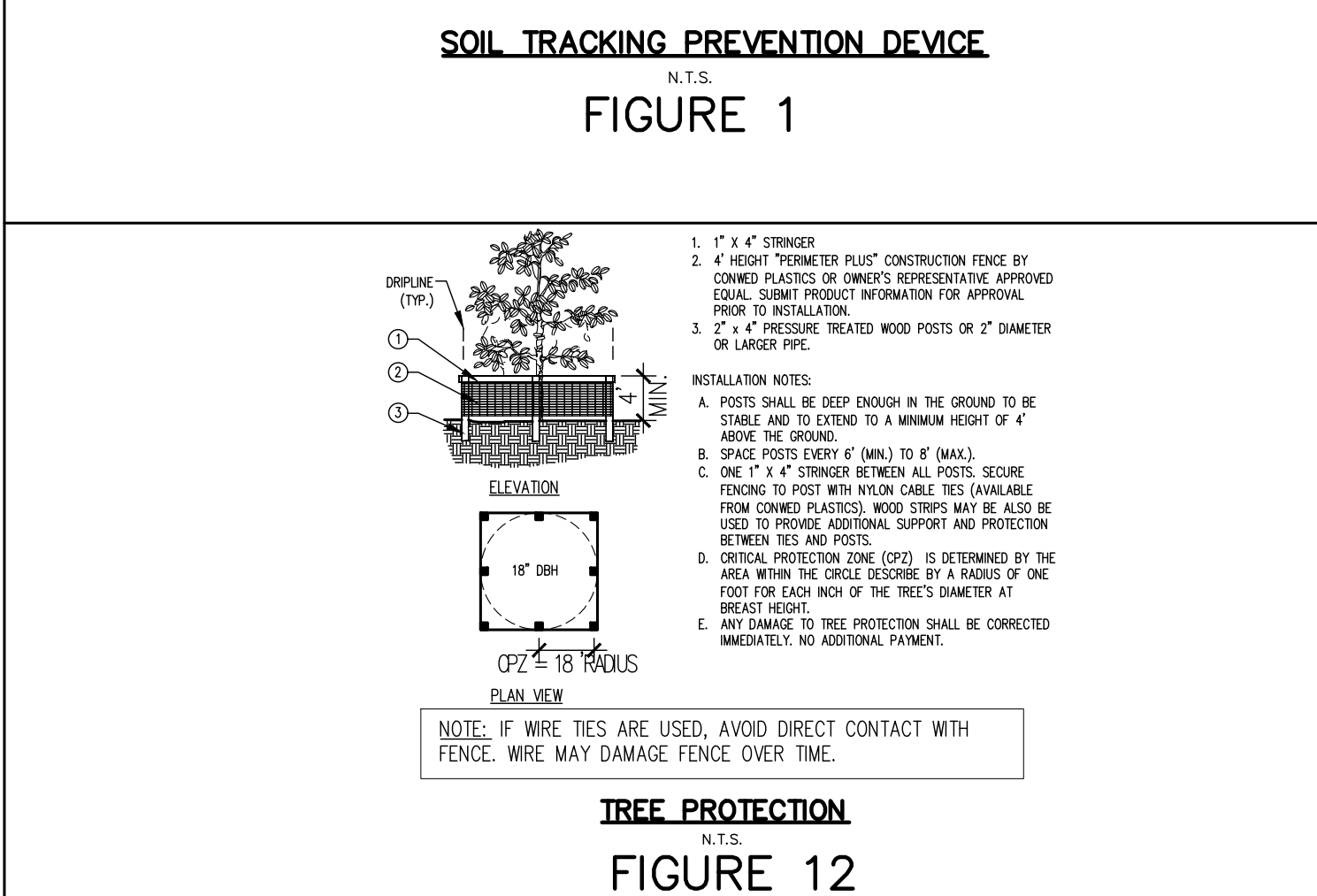
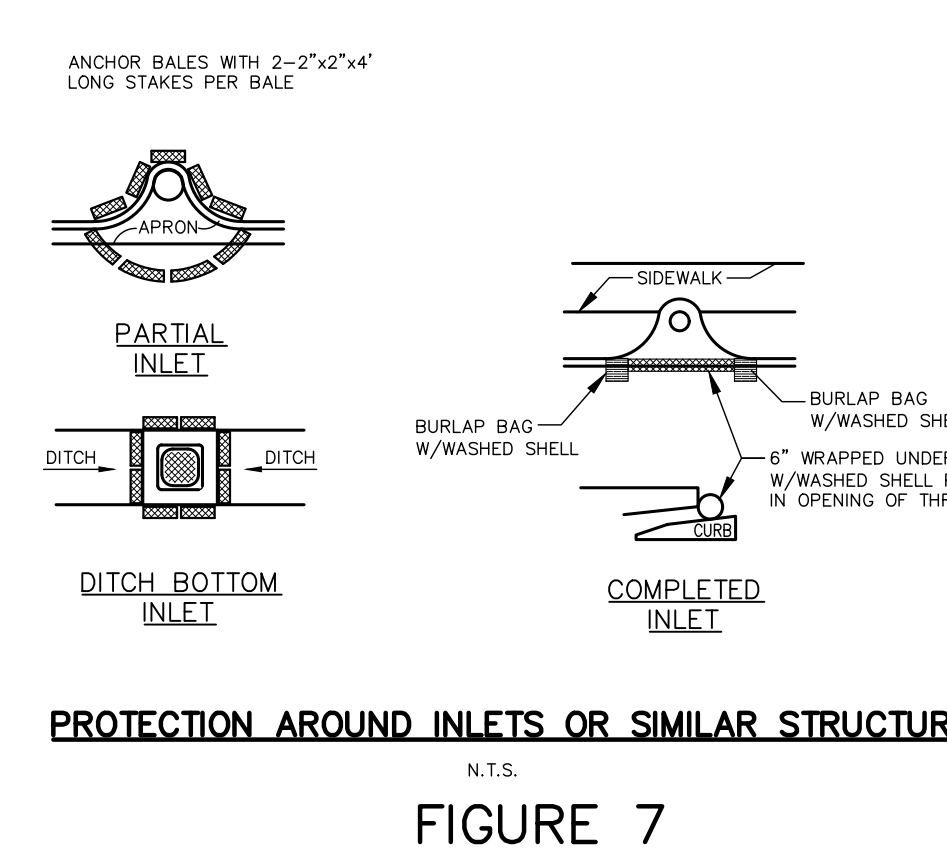
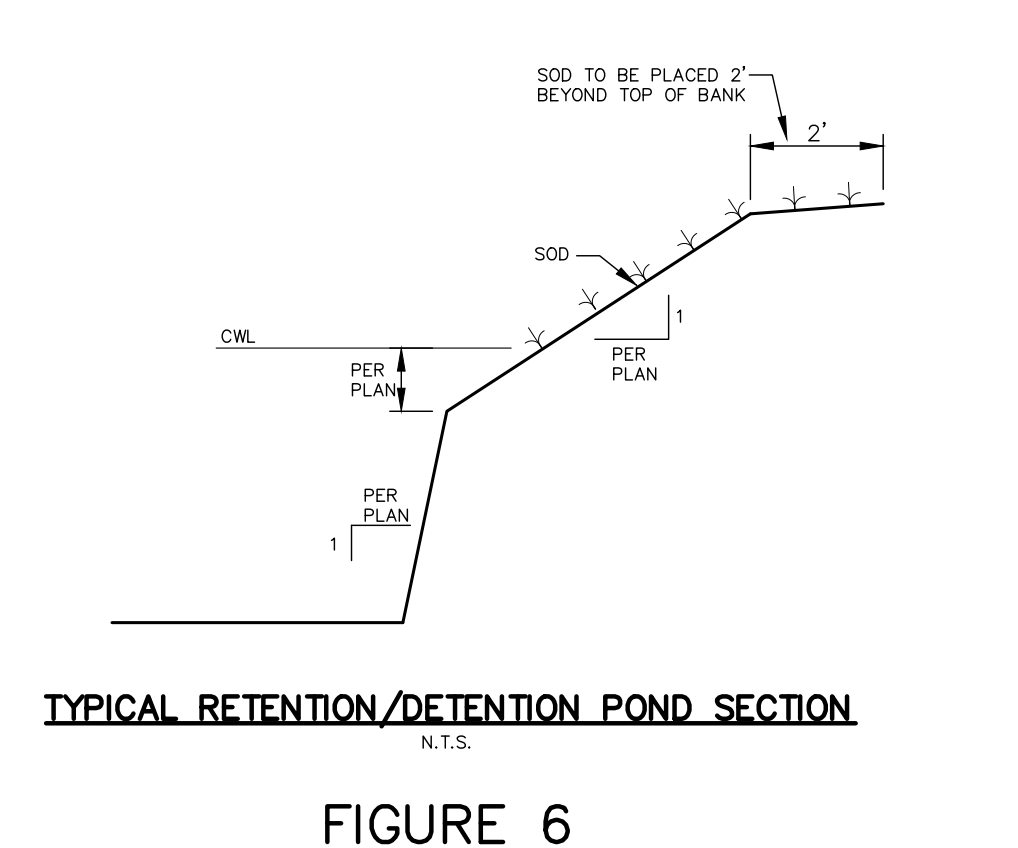
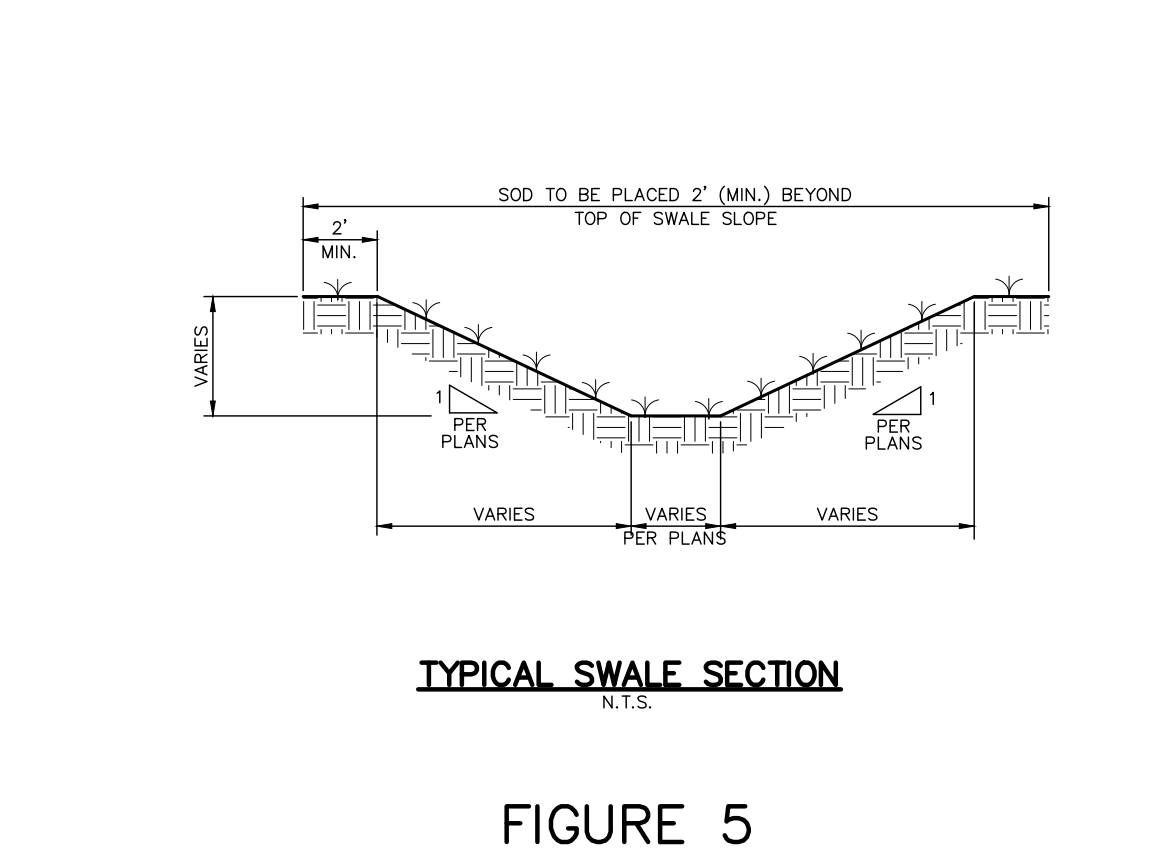
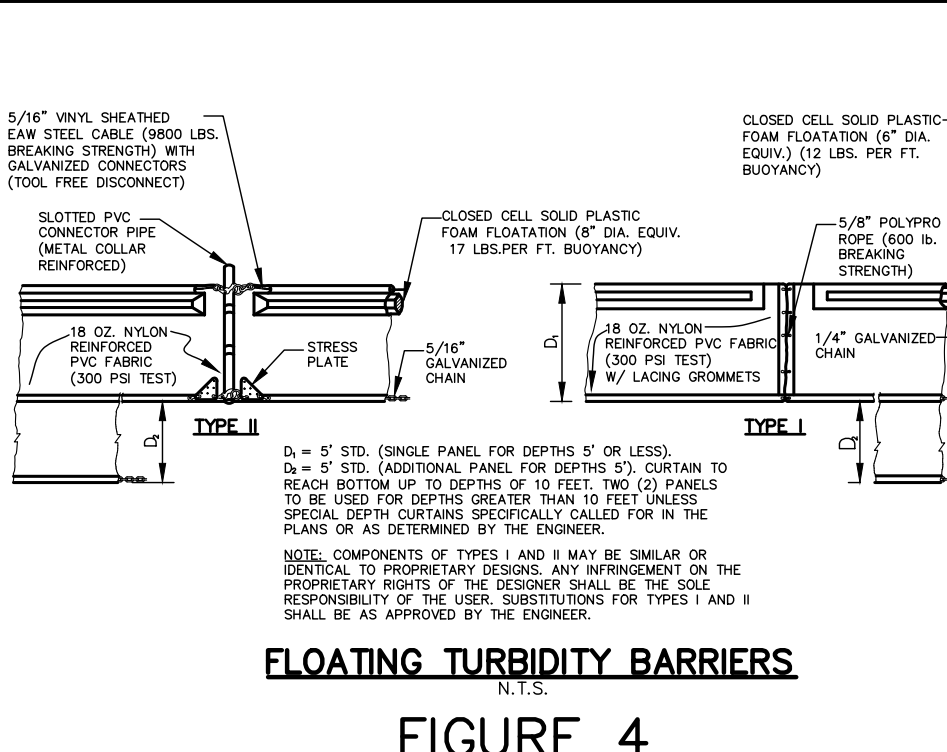
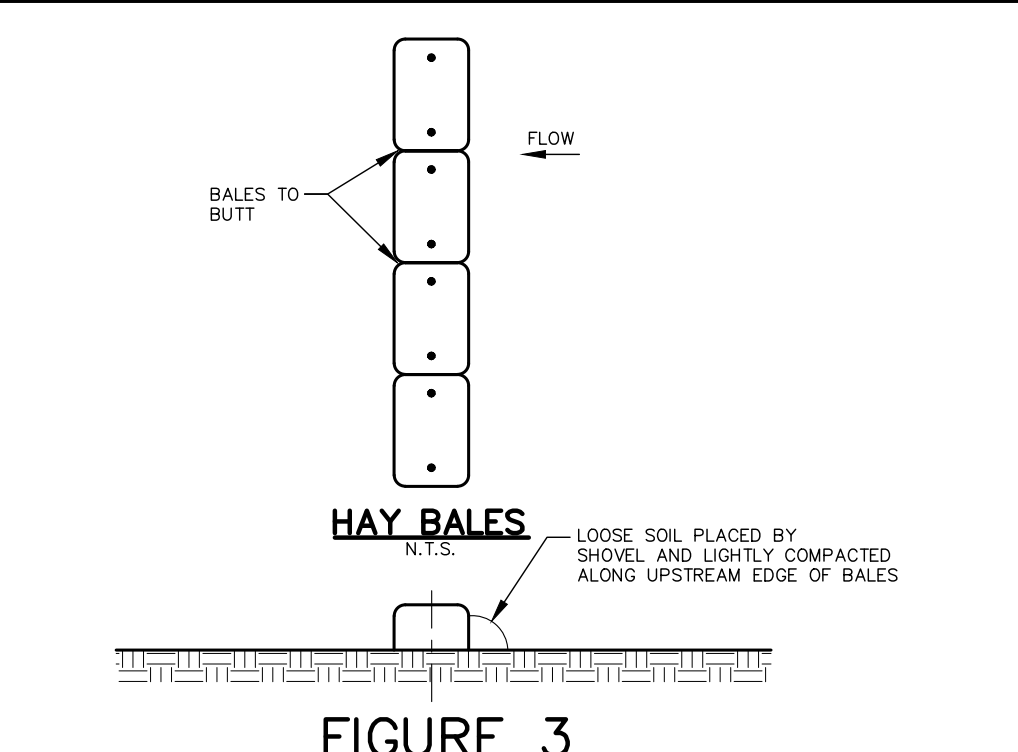
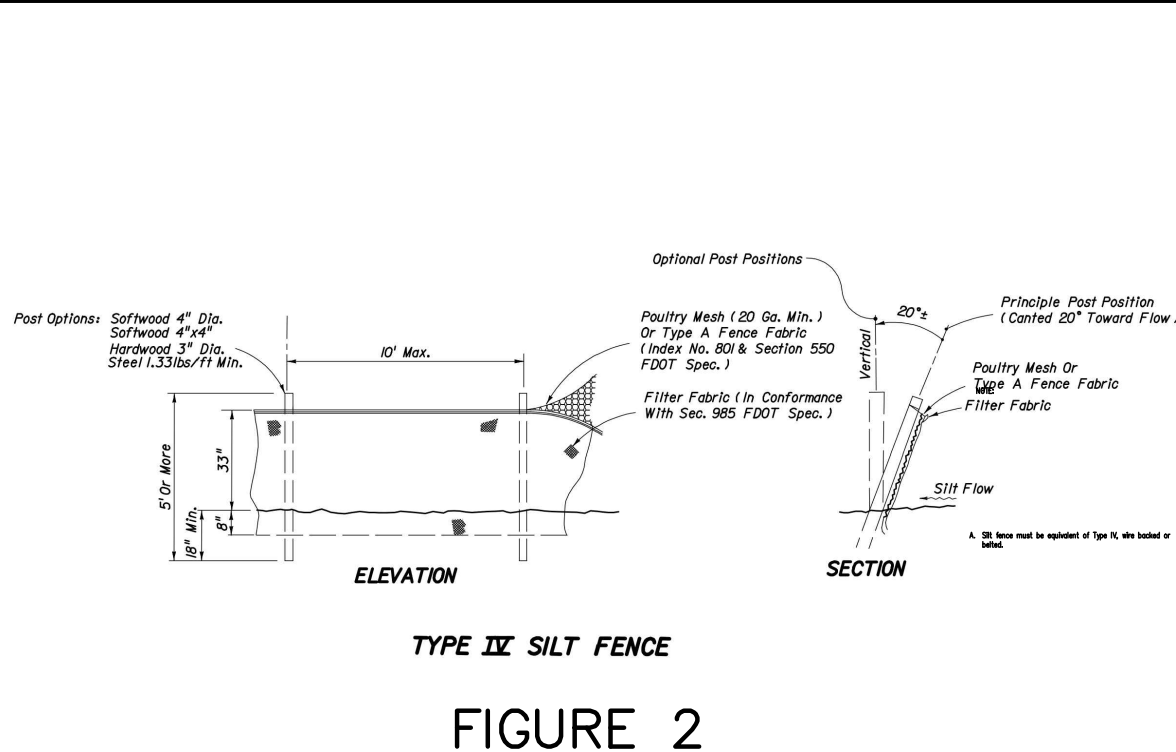
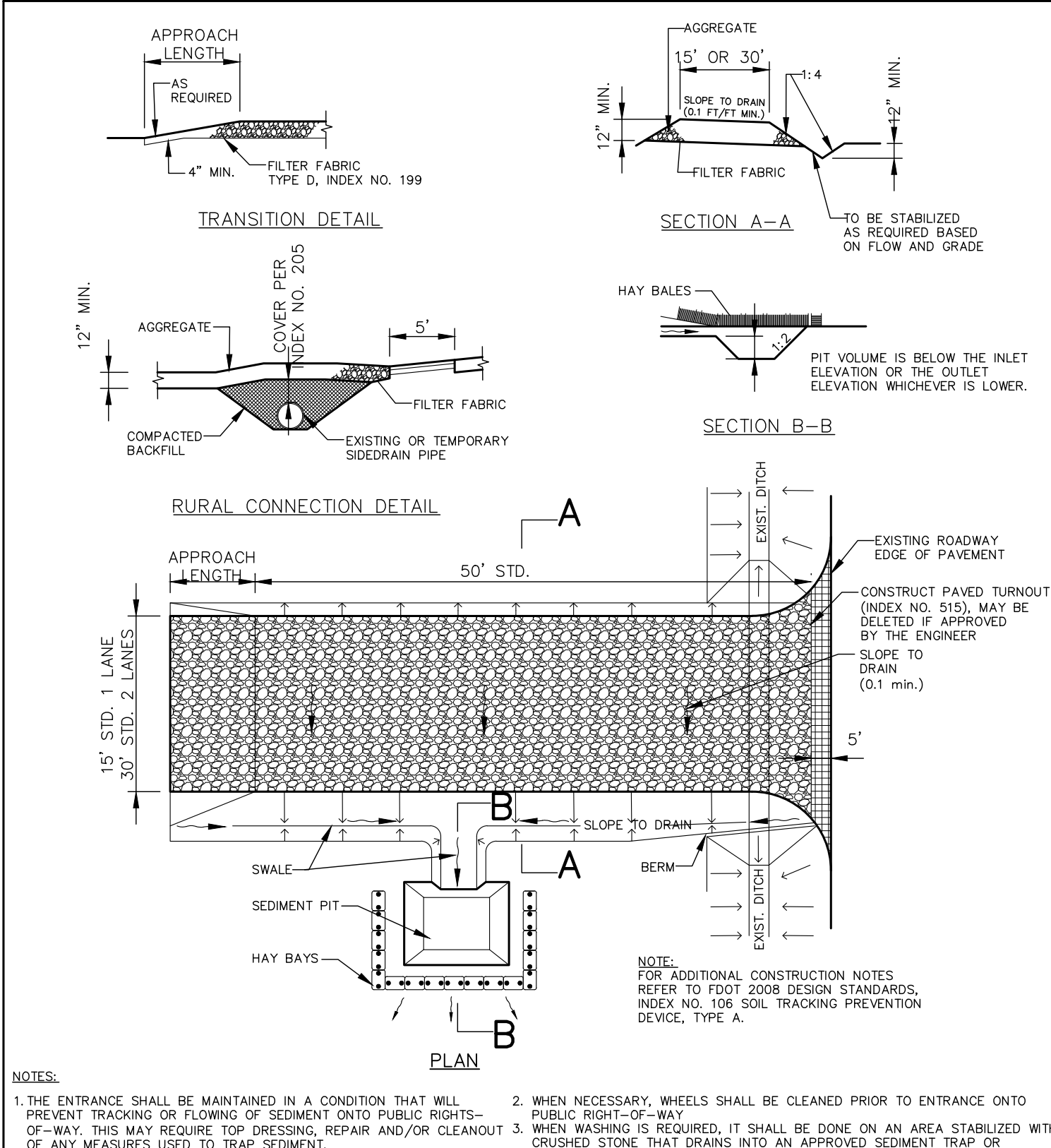
FLORIDA CITY OF DESTIN

REVISIONS

No.

DATE

BY



FINAL PLANS APPROVED AS OF SIGNATURE DATE

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Kimley»»Horn

KHA PROJECT 017313002	LICENSED PROFESSIONAL
DATE OCTOBER 2019	CAMERON R. SNIPES
SCALE AS SHOWN	FLORIDA LICENSE NUMBER 75465
DESIGNED BY EKC	DATE:
DRAWN BY EKC	
CHECKED BY CRS	

EROSION CONTROL DETAILS

THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

SHEET 5 OF 2

DRAWING NUMBER

C301

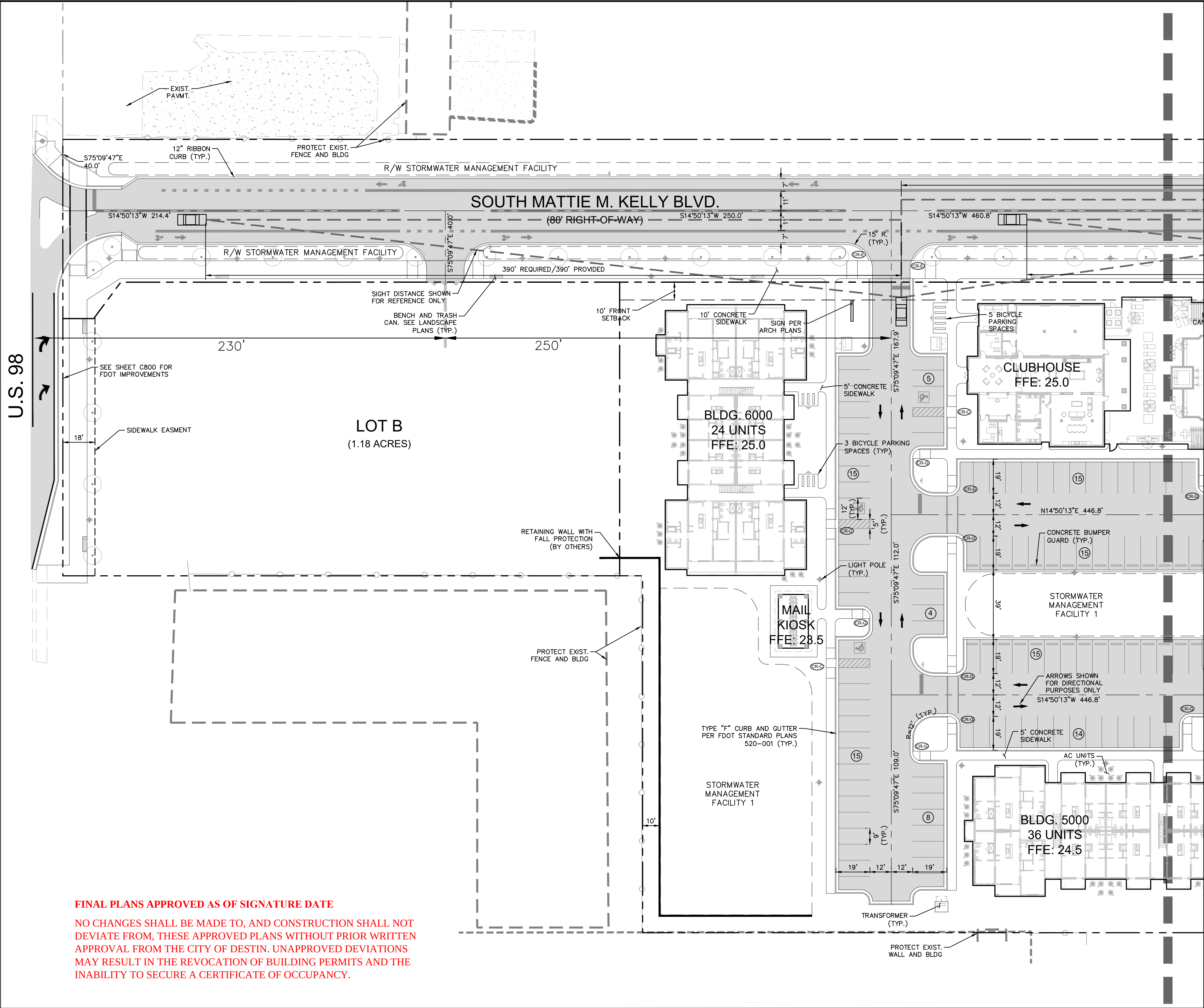
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DIAL 811

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Plotted By: Brenna L. Spencer Sheet: Set THE CHARLES Layout: C400 SITE PLAN October 09, 2019 05:05:03pm K:\TAL-Civil\07313002-Core Capital Property\Design\CADD\PlanSheets\C400 SITE PLAN.dwg
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SITE PLAN NOTES:

- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB SHALL HAVE A 3' TRANSITION (PER FDOT STANDARD PLANS 520-001) WHEN CONNECTING TO RIBBON CURB.
- CONCRETE BUMPER GUARD PER FDOT STANDARD PLANS 520-001.
- SEE ARCHITECTURAL PLANS FOR BICYCLE PARKING DETAIL.
- LIGHT POLE MOUNTING HEIGHT IS 13'. SEE SHEET LP-1 FOR GULF POWER PHOTOMETRIC PLAN.

CR-X CURB RAMP - FDOT TYPE X PER FDOT STANDARD PLANS 522-002 (DETECTABLE WARNINGS SHALL BE INSTALLED PER FDOT SPECIFICATIONS).

SITE DATA TABLE:

General Information

Property Tax ID #(s):	00-25-22-0000-0013-0190
Site Address:	1021 U.S. Highway 98
Zoning:	TCMU
MMTD:	Old Destin
Setbacks:	
Front:	10 FT
Rear:	0 FT
Side:	0 FT
Building Maximum Height:	Four Stories
Proposed Building Height:	Three Stories
Existing Use(s)	Vacant
Proposed Use(s)	Multi-Family

Building Data

Total Dwelling Units:	192 DU
Bedrooms:	
1-Bedroom Units:	96 DU
2-Bedroom Units:	72 DU
3-Bedroom Units:	24 DU
Density/Intensity:	24 Dwelling Units Per Acre

Area Data

Total Site Area (SF):	502,813 SF	
Proposed Building Area (GSF):	96,768 SF	19.25 %
Existing Impervious Areas (SF):	0 SF	0.00 %
VUA:	0 SF	0.00 %
Proposed Impervious Area (SF):	288,688 SF	57.41 %
Building(s) Footprint:	96,768 SF	19.25 %
VUA:	143,505 SF	28.54 %
Misc:	48,415 SF	9.63 %

Parking Data

Required Parking Spaces:	
Maximum number of spaces required:	366 spaces
Required ADA space:	8 spaces
Total:	374 spaces
Proposed Parking Spaces:	
Number of regular spaces provided:	316
Number of ADA spaces provided:	8
Total number of spaces provided:	324
Bicycle Parking Required:	
Required number of bicycle parking spaces:	37
Proposed Bicycle Parking:	37

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SITE PLAN

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SHEET 6 OF 25

DRAWING NUMBER

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LICENSED PROFESSIONAL

CAMERON R. SNIPES

KHA PROJECT

017313002

DATE

OCTOBER 2019

SCALE

AS SHOWN

DESIGNED BY

EKC

DRAWN BY

EKC

CHECKED BY

CRS

DATE

CITY OF DESTIN

FLORIDA

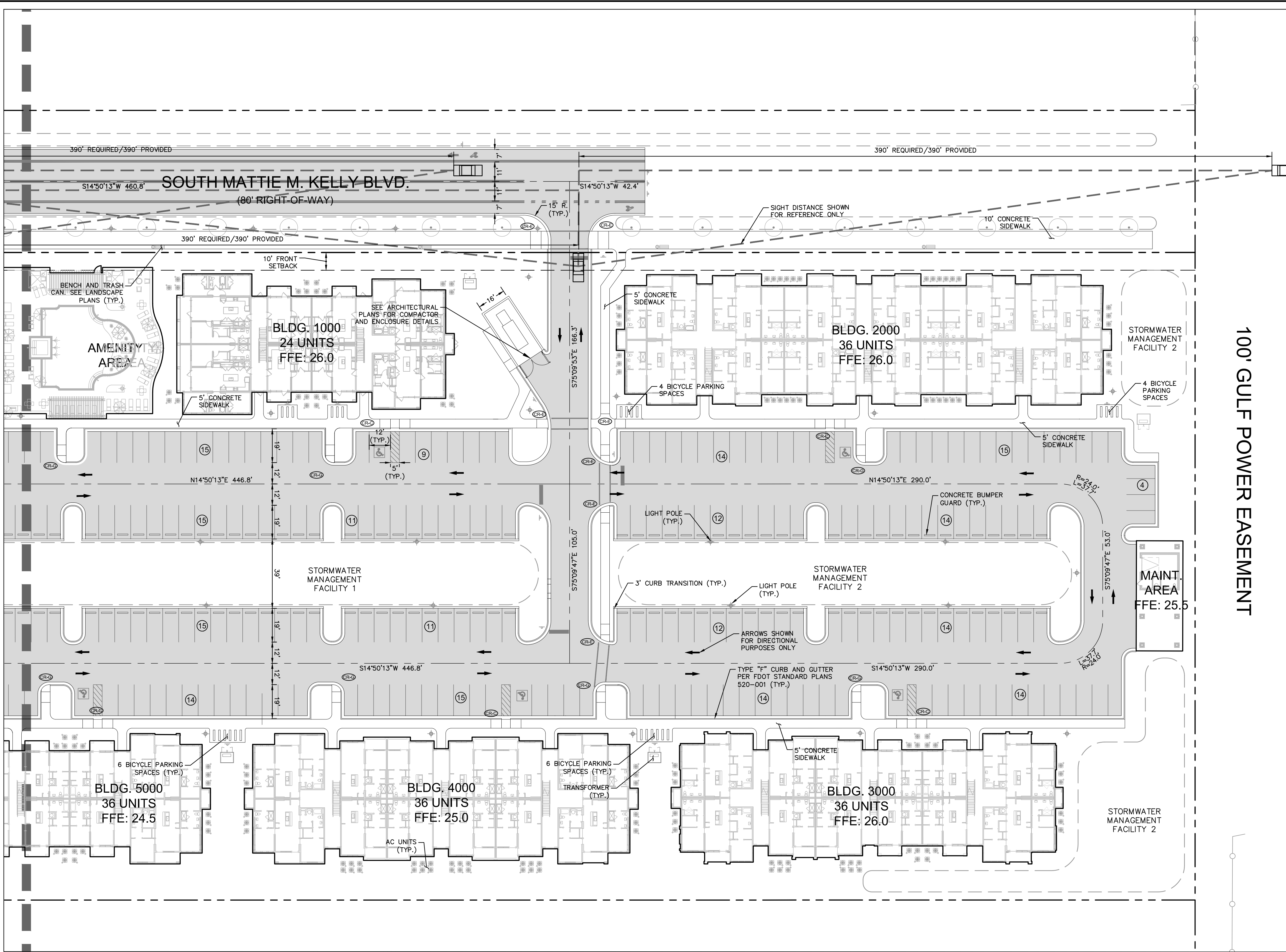
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No.

DATE

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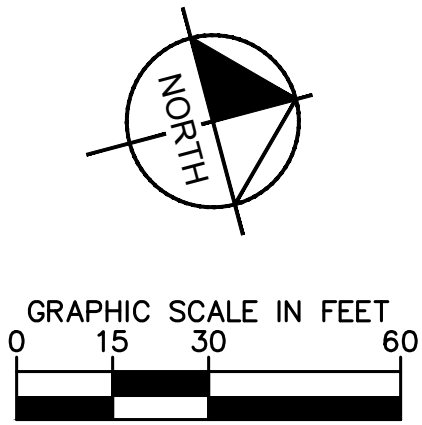
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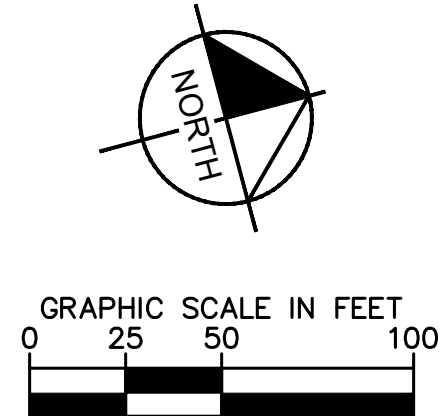
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CR-X CURB RAMP - FDOT TYPE X PER FDOT STANDARD PLANS 522-002 (DETECTABLE WARNINGS SHALL BE INSTALLED PER FDOT SPECIFICATIONS.



THE CHARLES PREPARED FOR CORE PROPERTY CAPITAL	CITY OF DESTIN FLORIDA	SHEET <u>7</u> OF <u>28</u>		DRAWING NUMBER C401	
		DRAWING NUMBER			
SITE PLAN		KHA PROJECT 017313002	LICENSED PROFESSIONAL CAMERON R. SNIPES	REVISIONS	
		DATE OCTOBER 2019	SCALE AS SHOWN	DESIGNED BY EKC	DRAWN BY EKC
		CHECKED BY CRS	DATE	DATE	
		Kimley»Horn			
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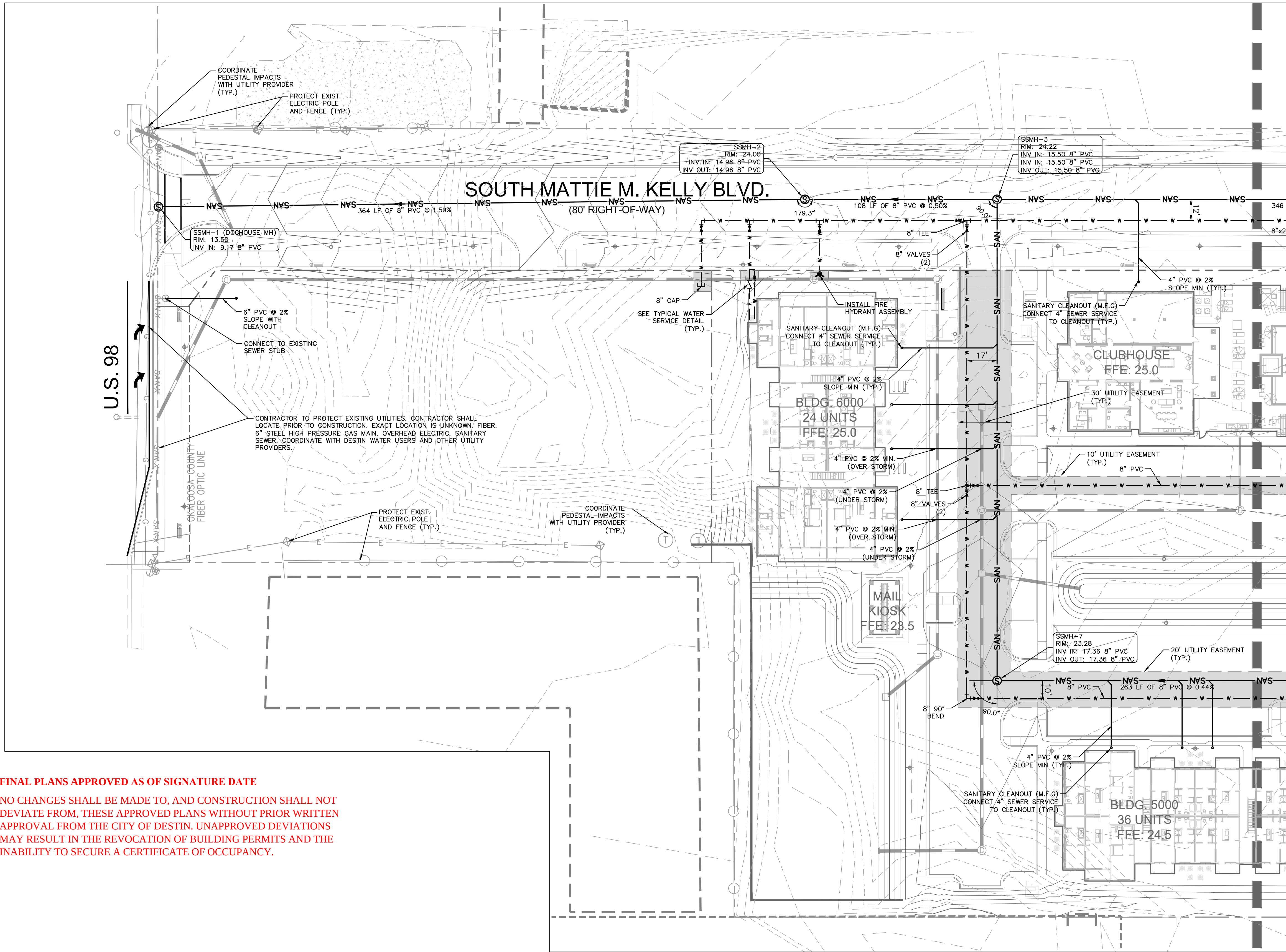
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SHEET <u>8</u> OF <u>25</u>		CITY OF DESTIN FLORIDA	
DRAWING NUMBER C500		SIGNING AND MARKING PLAN	
THE CHARLES PREPARED FOR CORE PROPERTY CAPITAL		KHA PROJECT 017313002 DATE OCTOBER 2019 SCALE AS SHOWN DESIGNED BY EKC DRAWN BY EKC CHECKED BY CRS CRS: CAMERON R. SNIPES	
LICENSED PROFESSIONAL CAMERON R. SNIPES FLORIDA LICENSE NUMBER 75465		© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 2615 CENTENNIAL BOULEVARD, SUITE 102 TALLAHASSEE, FLORIDA 32310-5500 WWW.KIMLEY-HORN.COM CA 00000596	
No.		REVISIONS	
DATE		BY	

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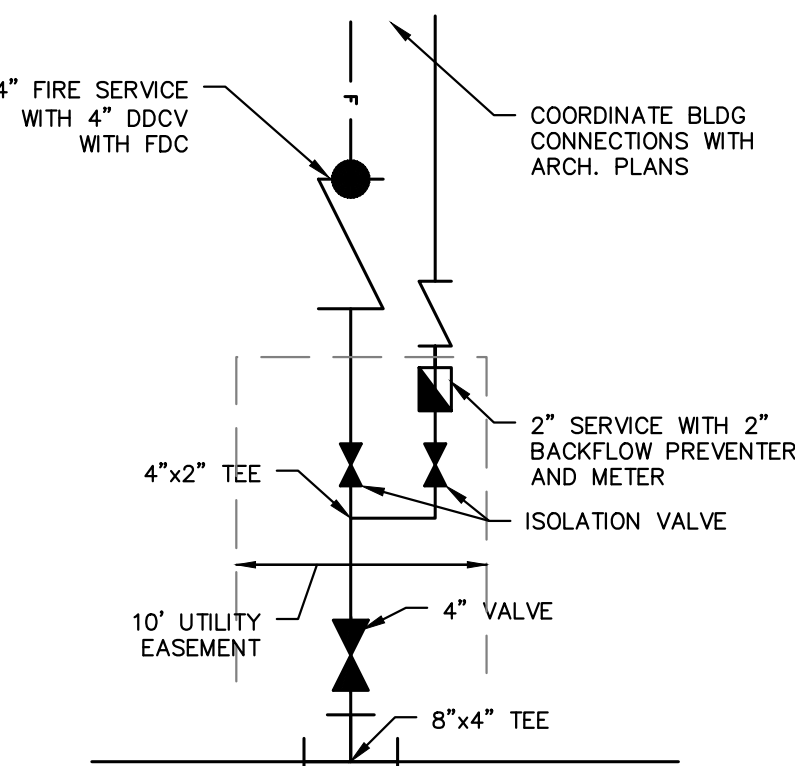
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UTILITY NOTES:

1. IF THE ELEVATION OR LOCATION OF EXISTING UTILITIES IS SUBSTANTIALLY DIFFERENT FROM THAT SHOWN ON THE PLAN OR IF A CONFLICT EXISTS, THE ENGINEER SHALL BE NOTIFIED.
2. TAPS TO EXISTING UTILITIES SHALL BE COORDINATED WITH THE DESTIN WATER USERS. ALL TAPS SHALL BE MADE IN A MANNER TO MINIMIZE INTERRUPTION OF SERVICE.
3. EXCAVATION AND BACKFILLING OF UTILITY TRENCHES SHALL CONFORM TO DESTIN WATER USERS SPECIFICATIONS.
4. ALL WATER/FORCE MAIN SHALL HAVE 36" MIN. COVER.
5. WATER MAINS ARE SHOWN FOR GRAPHICAL PURPOSES ONLY. APPROPRIATE ELBOWS SHALL BE PLACED WHERE NECESSARY TO PROHIBIT EXCESSIVE PIPE BEND.

LEGEND



TYPICAL WATER SERVICE DETAIL
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LICENSED PROFESSIONAL

CAMERON R. SNIPE

FLORIDA LICENSE NUMBER 75465

KHA PROJECT 017313002

DATE OCTOBER 2019

SCALE AS SHOWN

DESIGNED BY EKC

DRAWN BY EKC

CHECKED BY CRS

DATE

UTILITY PLAN

THE CHARLES
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CITY OF DESTIN FLORIDA

SHEET 9 OF 25

DRAWING NUMBER

C600

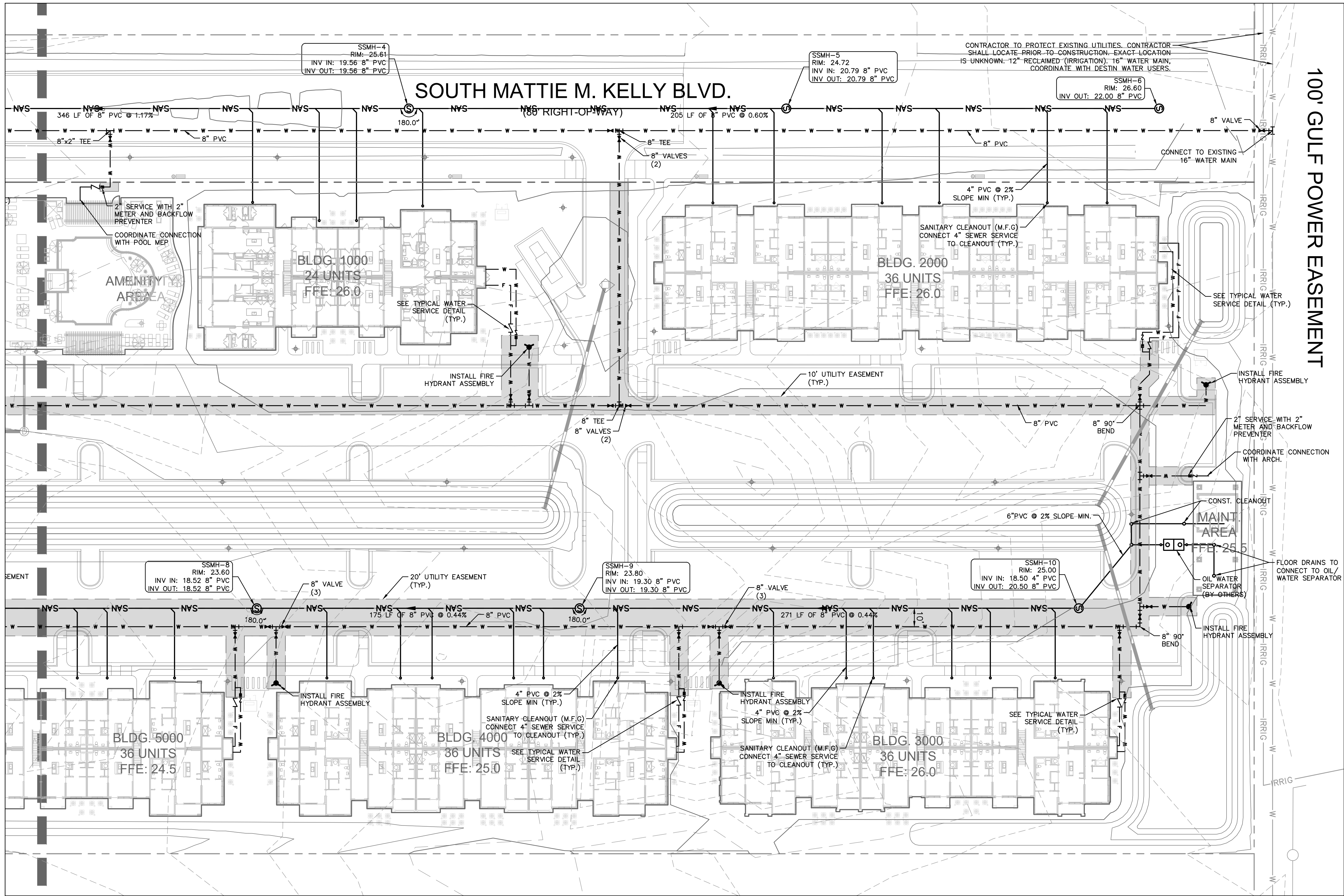
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DATE

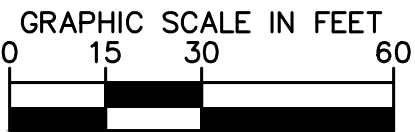
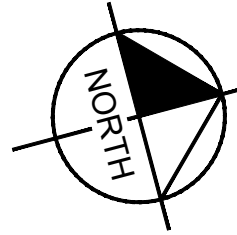
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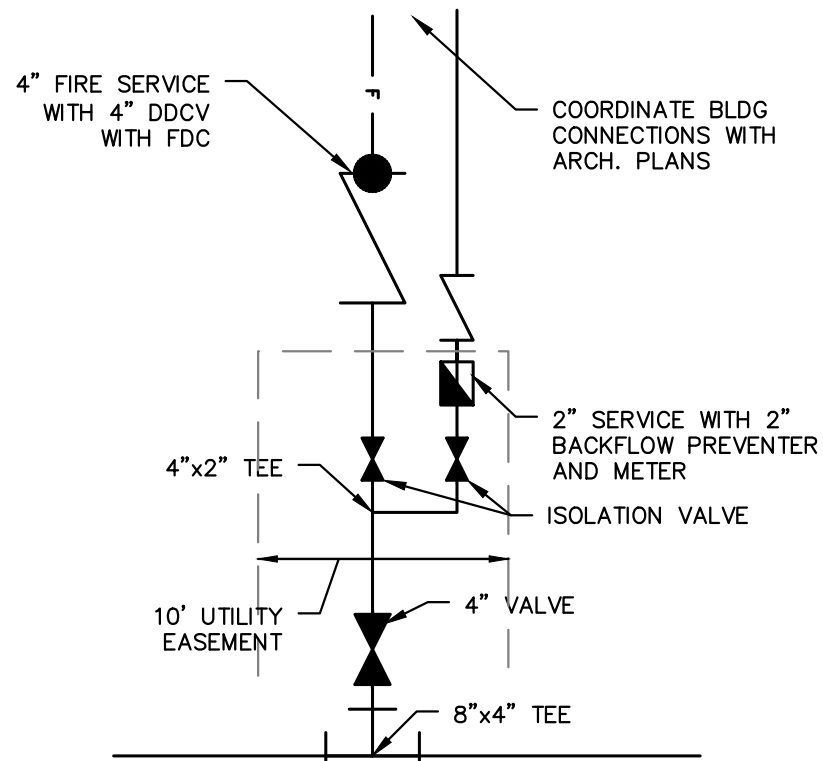
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LEGEND



TYPICAL WATER SERVICE DETAIL
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LICENSED PROFESSIONAL	CAMERON R. SNIPES
KHA PROJECT	017313002
DATE	OCTOBER 2019
SCALE	AS SHOWN
DESIGNED BY	EKC
DRAWN BY	EKC
CHECKED BY	CRS
DATE	

UTILITY PLAN

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SHEET **10** OF **25**
DRAWING NUMBER
C601

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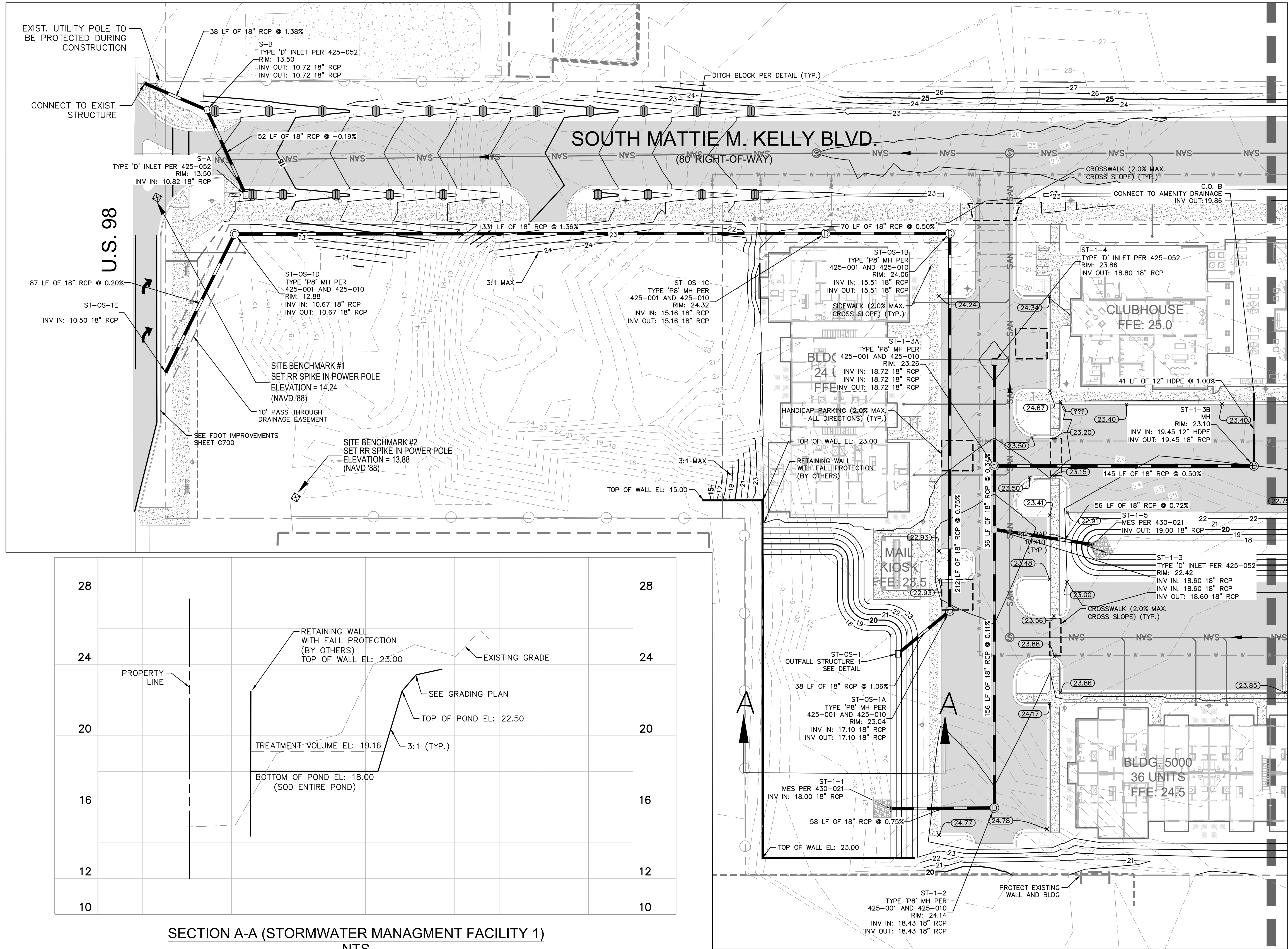
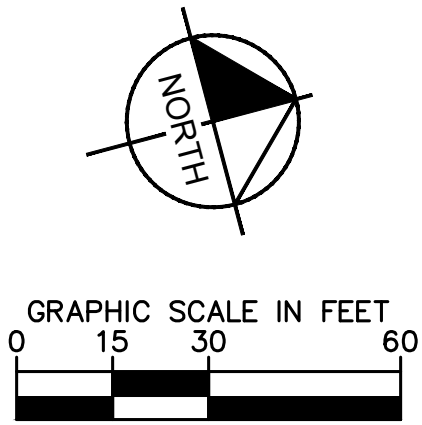
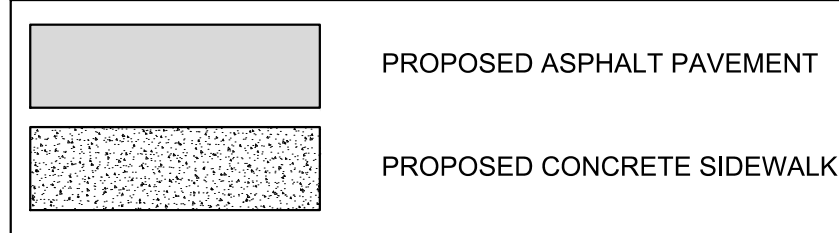
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PAVING, GRADING, AND DRAINAGE NOTES:

- 1) CONTRACTOR TO CONSTRUCT DRAINAGE STRUCTURES WITH USF GRATES, RIMS, AND COVERS AS CALLED OUT OR APPROVED EQUAL. SHOP DRAWINGS ARE TO BE PROVIDED TO ENGINEER FOR APPROVAL PRIOR TO ANY FABRICATION OR CONSTRUCTION.
- 2) ALL DRAINAGE STRUCTURES WITHIN VEHICULAR USE AREA SHALL BE CONSTRUCTED WITH (4) SIDED BEARING HEAVY DUTY TRAFFIC RIMS AND GRATES.
- 3) ALL PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURES UNLESS OTHERWISE NOTED.
- 4) ALL SIDEWALKS AND CROSSWALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2.0%.
- 5) ALL SPOT ELEVATIONS ARE SHOWN ARE EDGE OF PAVEMENT ELEVATIONS.

LEGEND



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LICENSED PROFESSIONAL

CAMERON R. SNIPES

FLORIDA LICENSE NUMBER 75465

**PAVING, GRADING
AND DRAINAGE**

**THE CHARLES
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CAPITAL**

CITY OF DESTIN FLORIDA

SHEET **11** OF **25**
DRAWING NUMBER
C700

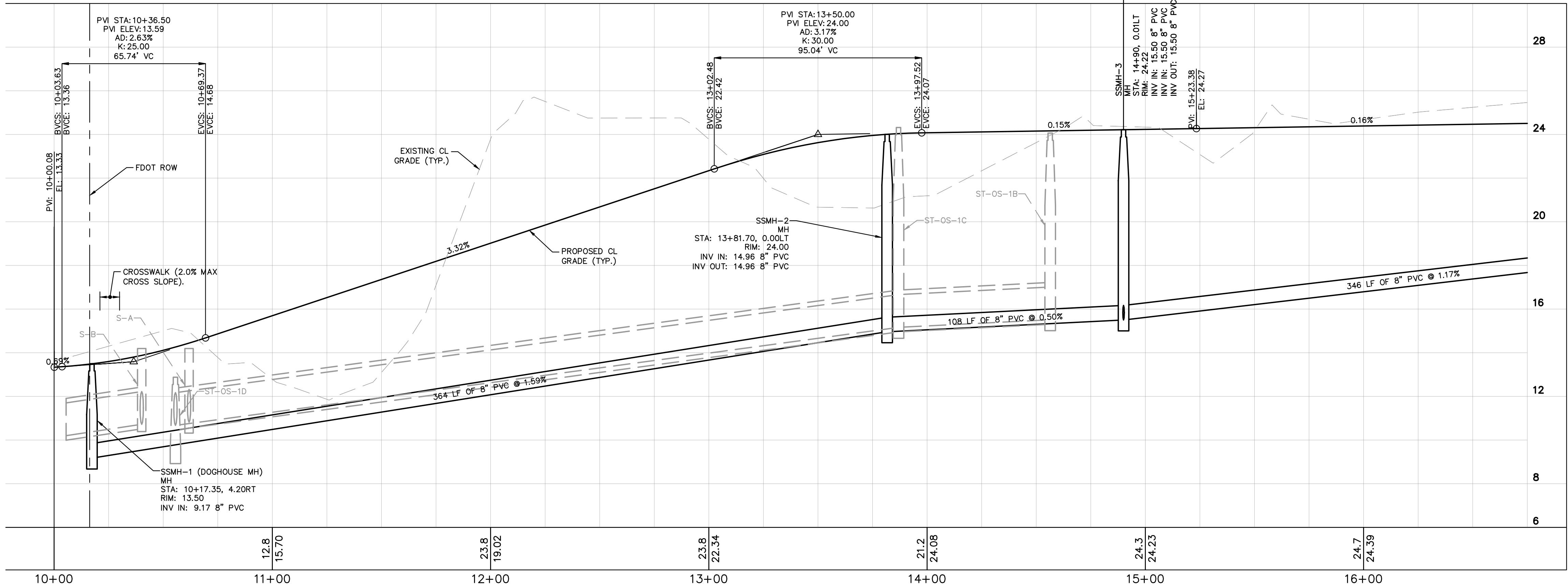
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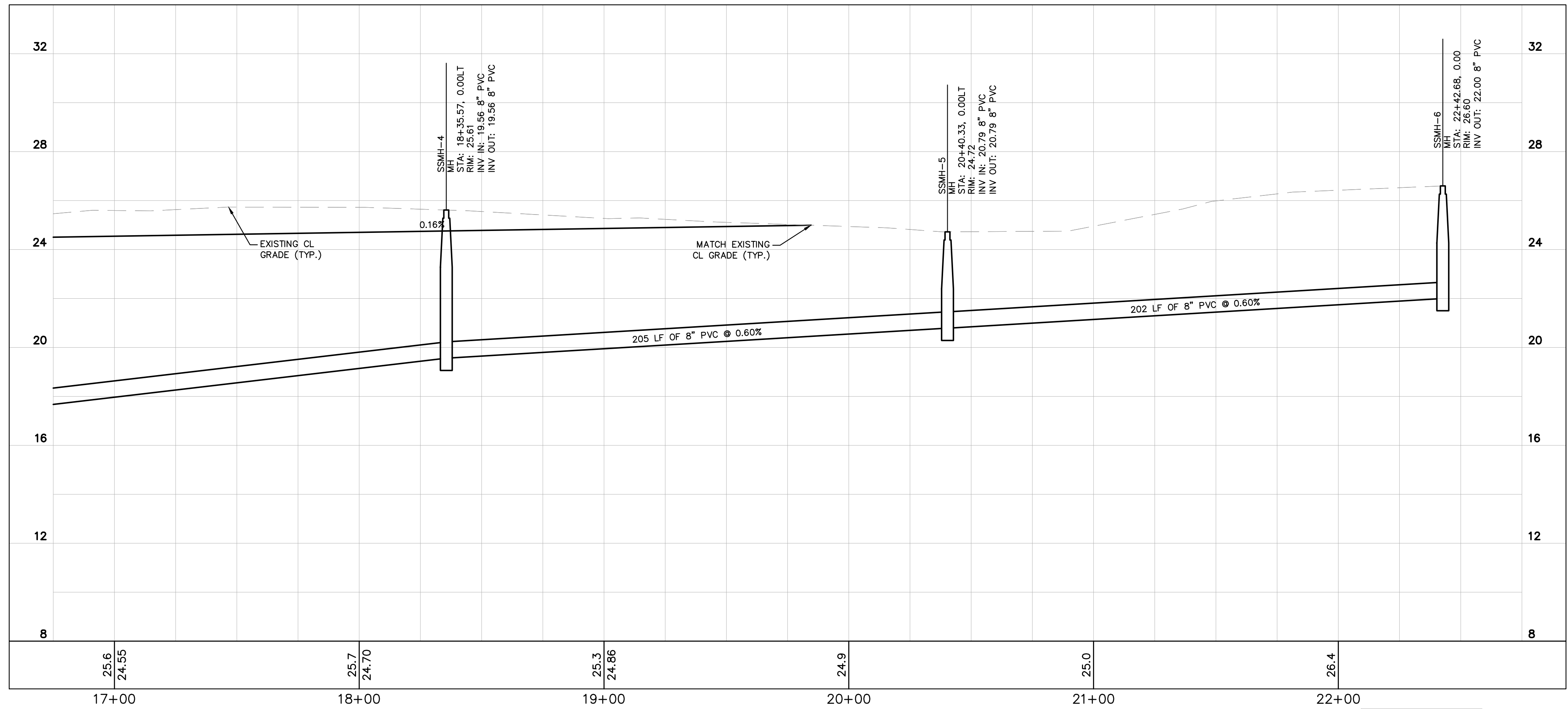
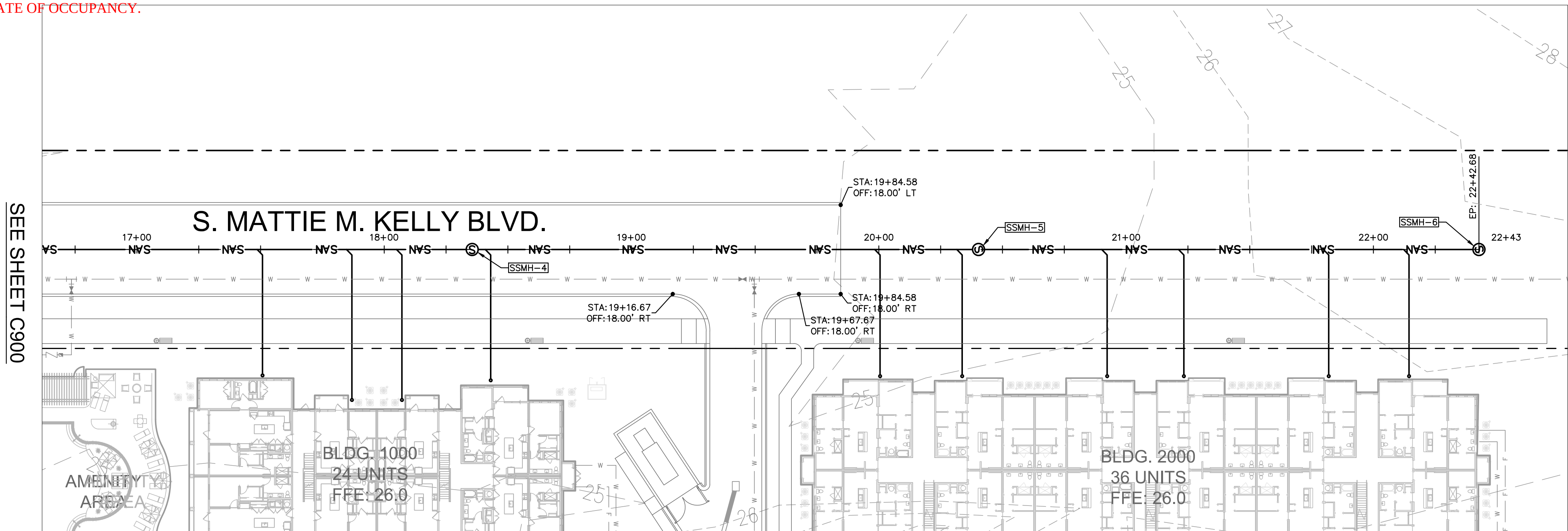


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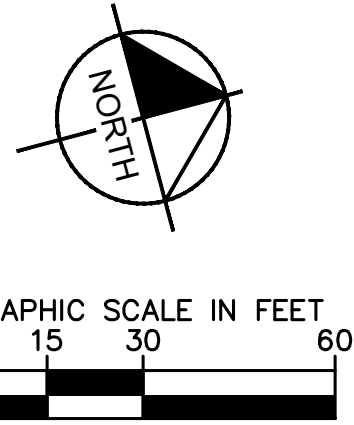
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SCALE:
HORIZ. 1" = 30'
VERT. 1" = 3"

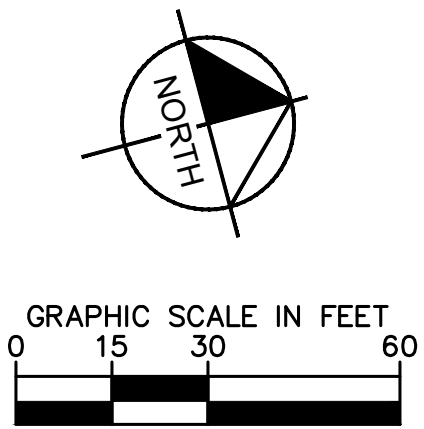
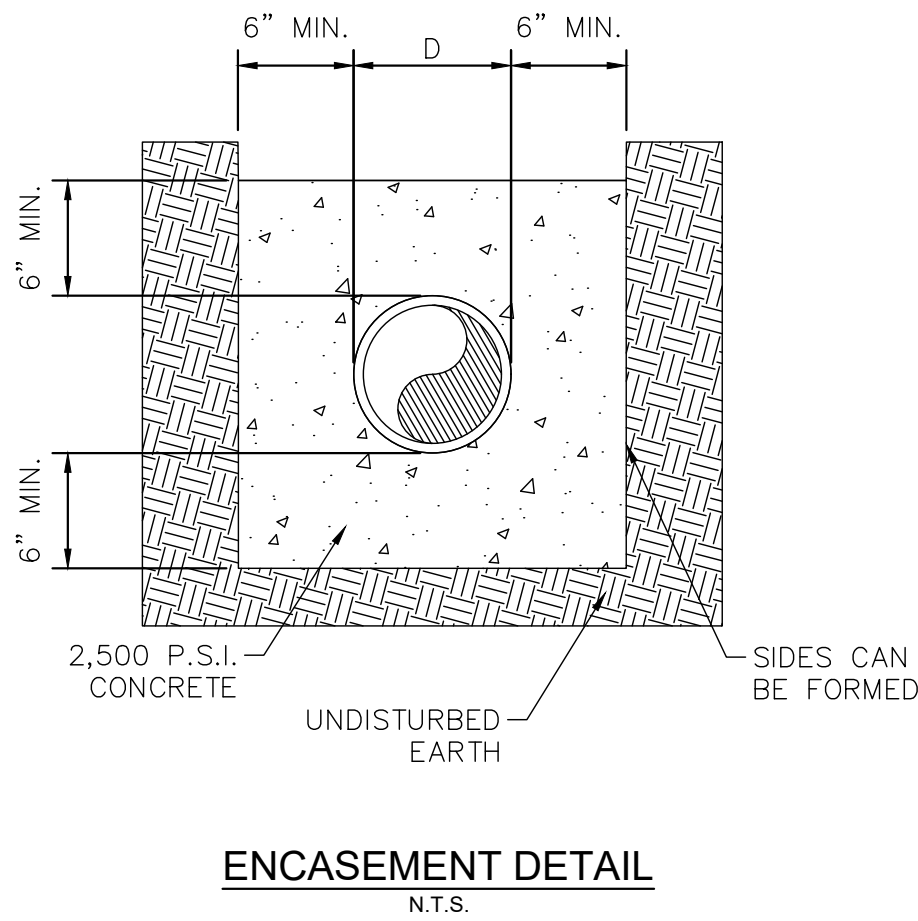
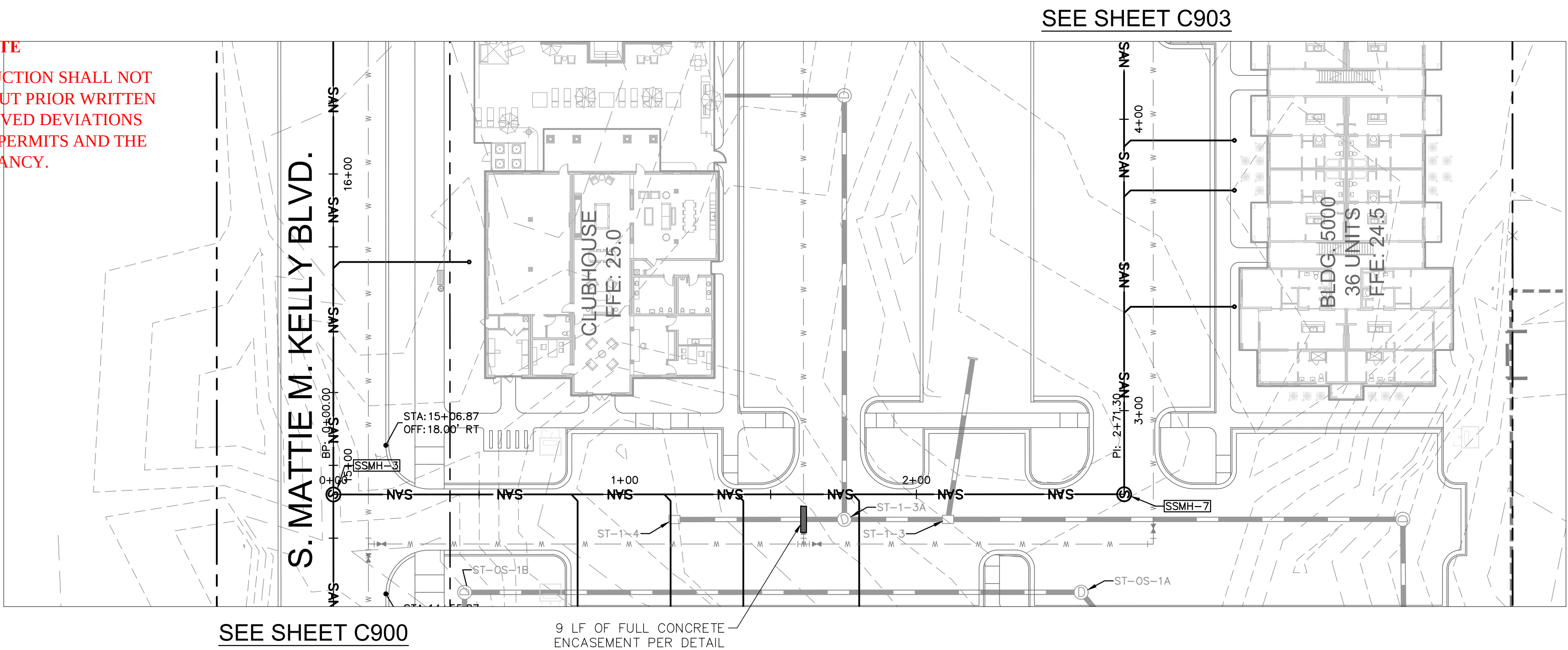
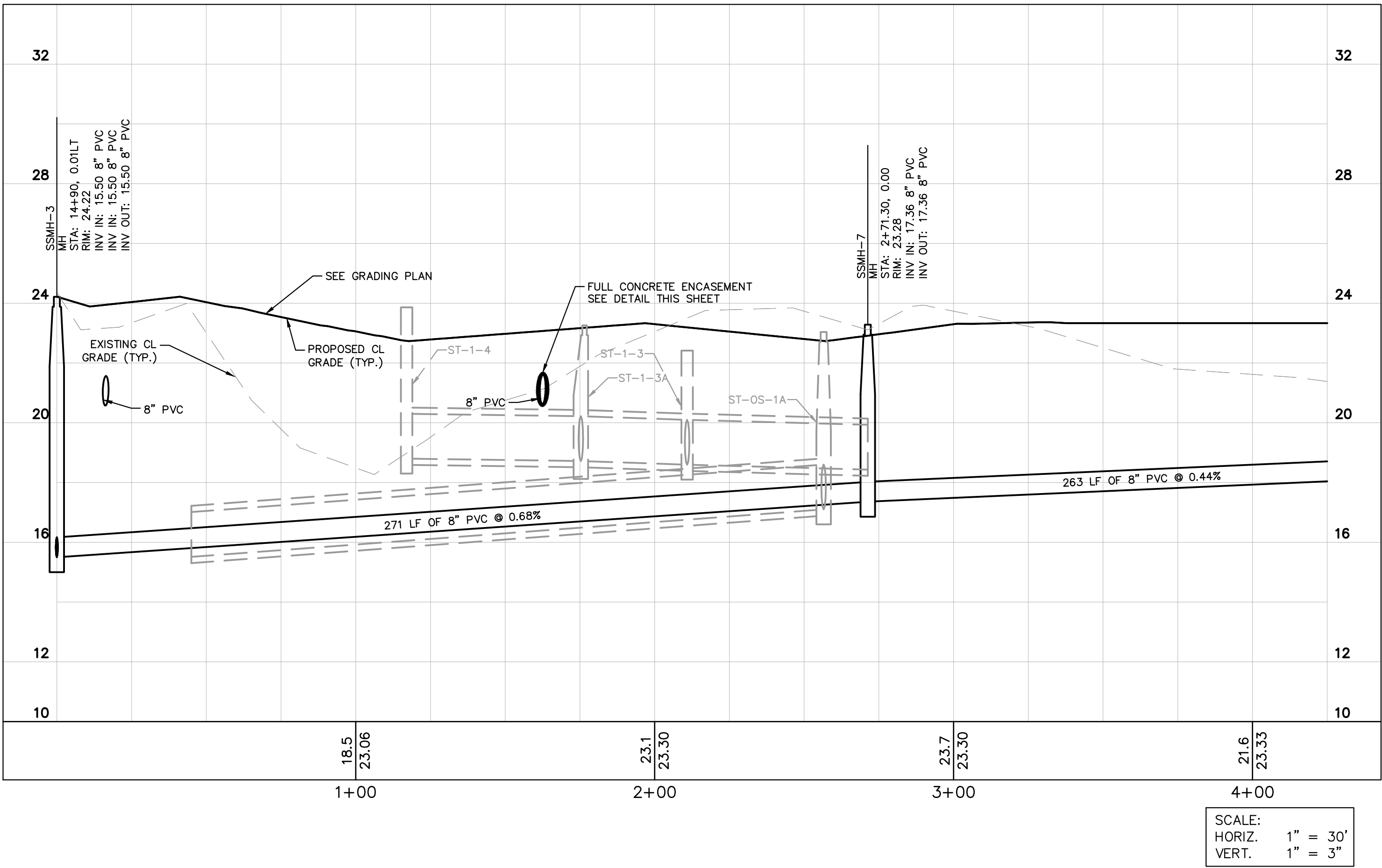


THE CHARLES PREPARED FOR CORE PROPERTY CAPITAL		CITY OF DESTIN FLORIDA	
S. MATTIE M. KELLY BLVD. PLAN AND PROFILE			
KHA PROJECT 01731.3002		LICENSED PROFESSIONAL CAMERON R. SNIPES FLORIDA LICENSE NUMBER 75465	
DATE OCTOBER 2019		DATE _____	
SCALE AS SHOWN DESIGNED BY EKC		DRAWN BY EKC	
CHECKED BY		QRS	
SHEET 15 OF 25		DRAWING NUMBER C901	
No.		REVISIONS	
DATE		BY	
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LICENSED PROFESSIONAL

CAMERON R. SNIPEs

FLORIDA LICENSE NUMBER
75465

DATE:

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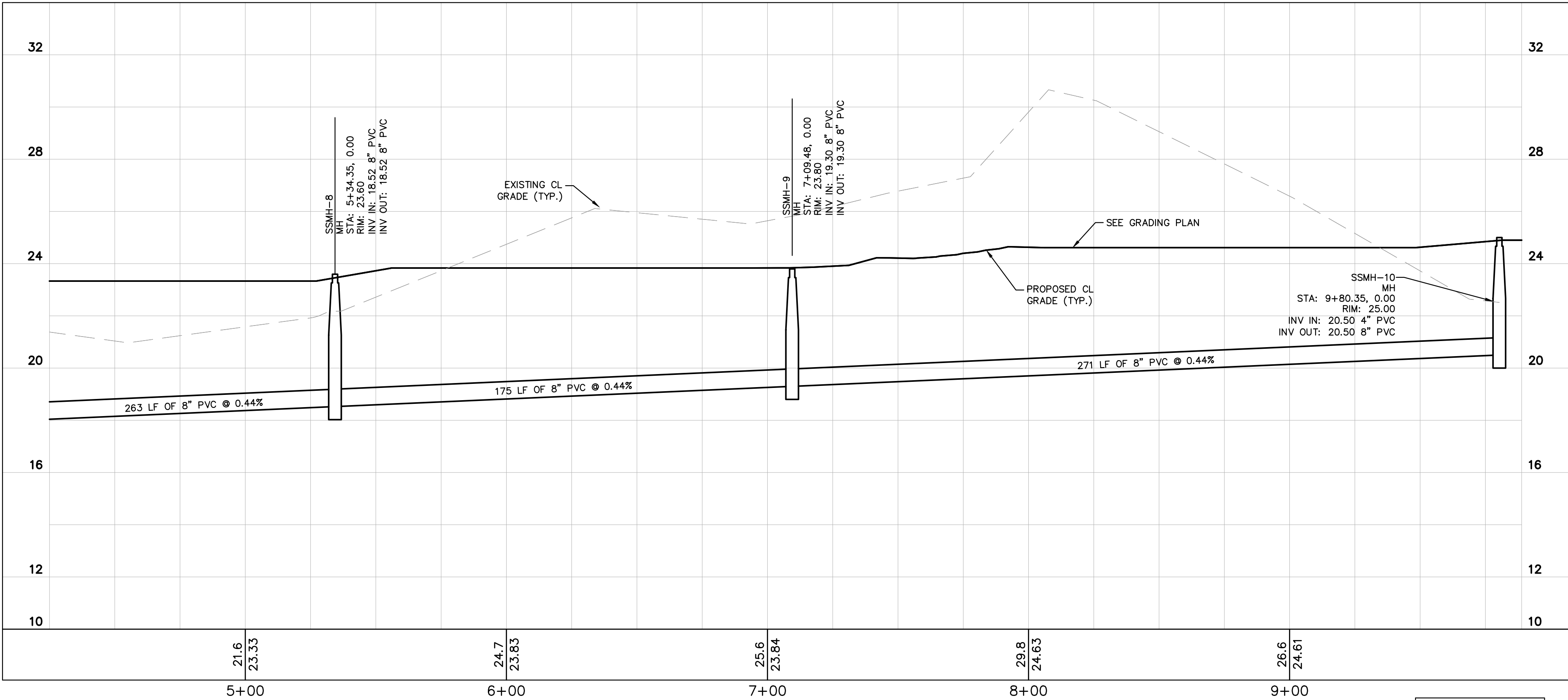
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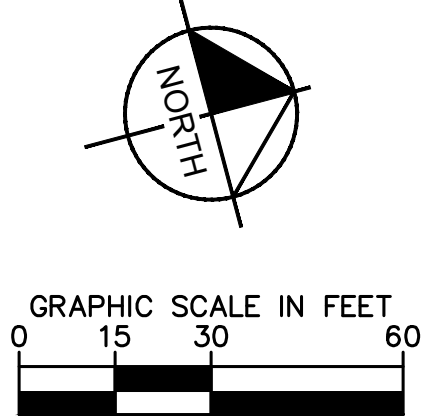
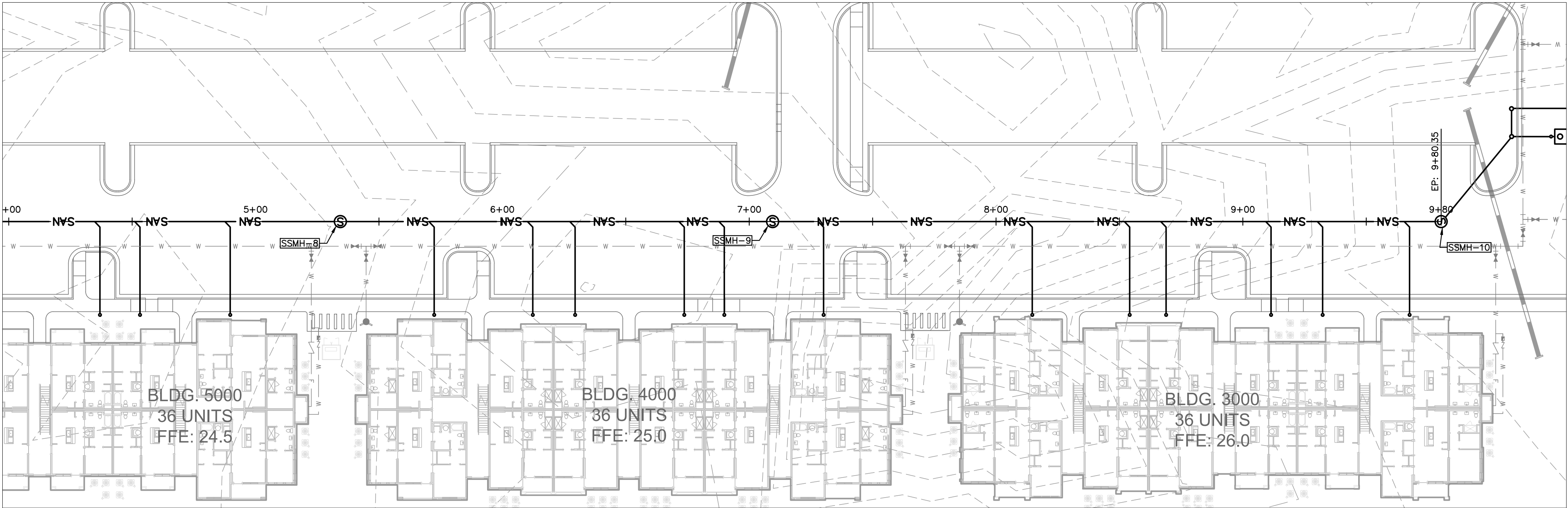
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SCALE:
HORIZ. 1" = 30'
VERT. 1" = 3'

SEE SHEET C902



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CITY OF DESTIN FLORIDA

SEWER PLAN AND
PROFILE

KHA PROJECT 017313002
DATE OCTOBER 2019
SCALE AS SHOWN
DESIGNED BY EKC
DRAWN BY EKC
CHECKED BY CRS
DATE

LICENSED PROFESSIONAL
CAMERON R. SNIPES
FLORIDA LICENSE NUMBER 75465

Kimley»Horn

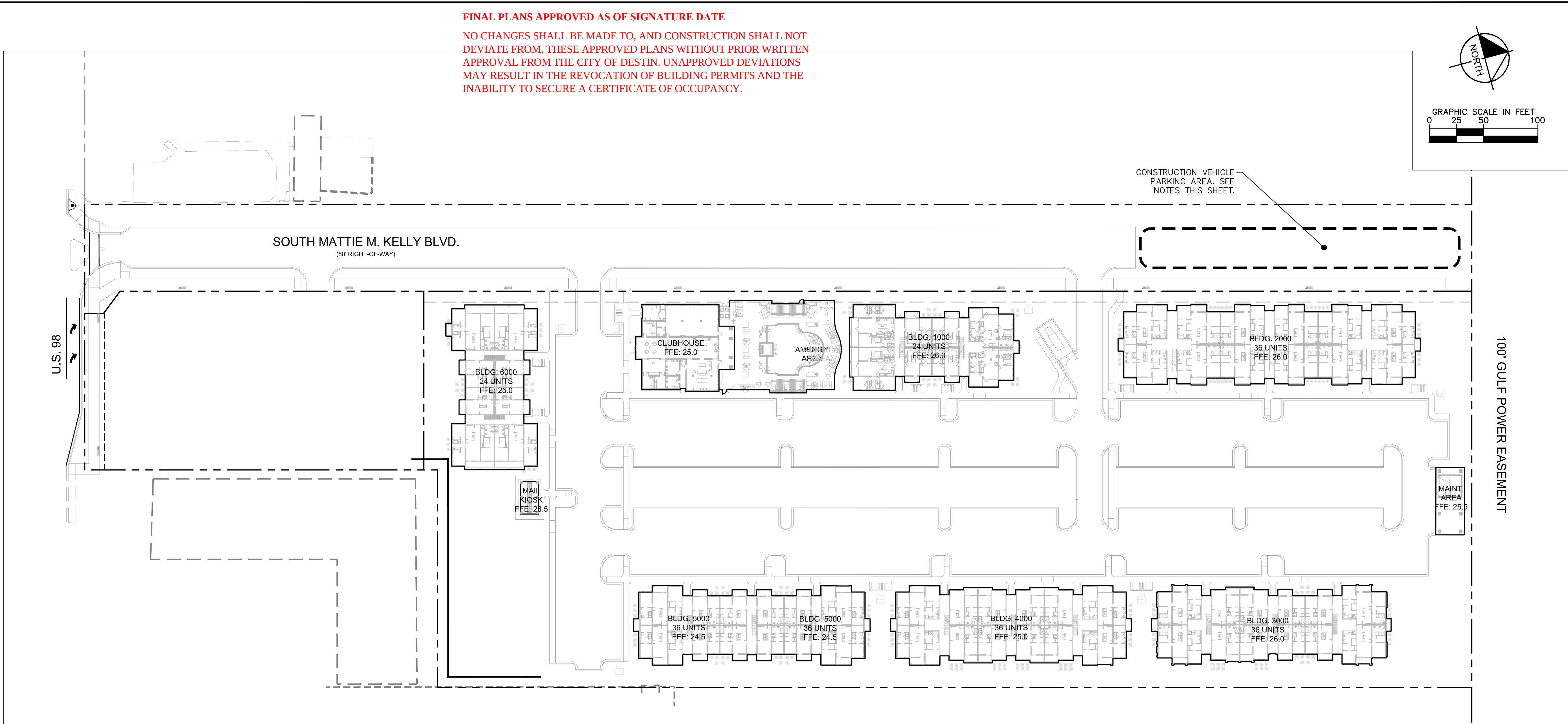
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No.	REVISIONS	DATE	BY

SHEET 17 OF 25
DRAWING NUMBER
C903

Noted By: Brentall Spencer
Sheet Set: THE CHARLES LAYOUT
DUST VIBRATION AND PARKING MITIGATION PLAN
K:\AL - Civil\01-231002-Core Capital Property Design\CAD\Drawings\DUSt_VIBRATION_AND_PARKING MITIGATION PLAN.dwg
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1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 20 MILES PER HOUR.
2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER WILL BE APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAY NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAMINATION AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURER'S REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.
15. THE CONTRACTOR SHALL PROVIDE TO THE CITY A COPY OF THE DAILY DUST CONTROL CHECKLIST ON WHICH THE CONTRACTOR SHALL DOCUMENT THE COMPLIANCE OF THE MITIGATION ACTIVITIES DETAILED IN THE DUST CONTROL PLAN.

1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO; PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
2. FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.
3. GENERAL CONTRACTOR FOR THE PROJECT SHALL ADHERE TO THE VIBRATION IMPACT MITIGATION PLAN DURING THE CONSTRUCTION OF THE PROJECT.
4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN VIBRATION IMPACT MITIGATION PLAN. THE PLAN MUST BE PREPARED, SIGNED, DATED AND SEALED BY A FLORIDA-REGISTERED PROFESSIONAL ENGINEER.

1. AT THE END OF ALL WORK DAYS, THE CONTRACTOR SHALL PARK ALL CONSTRUCTION RELATED EQUIPMENT WITHIN THE DESIGNATED PARKING AREA, UNLESS OTHERWISE APPROVED BY THE CITY OF DESTIN.
2. MOTORIZED CONSTRUCTION VEHICLES SHALL BE PARKED AS FAR AWAY AS POSSIBLE FROM ADJOINING RESIDENTIAL DWELLINGS.

1. CONTRACTOR SHALL INSTALL A CONSTRUCTION SITE SCREEN PER SECTION 6-51 OF THE CITY OF DESTIN CODE OF ORDINANCES. THE SCREEN MATERIAL SHALL BE MADE OF AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. THE SCREENING SHALL BE OF A FINENESS SUCH THAT NO MATERIAL OVER ONE-EIGHT INCH IN SIZE SHALL PASS THROUGH THE MESH. SUCH SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.
2. ANY IMAGE PLACED ON THE CONSTRUCTION FENCE SCREENING MUST BE OF A NON-COMMERCIAL NATURE. NON-COMMERCIAL NATURE SHALL MEAN ANY ACTIVITY NOT INVOLVING THE SALE OF GOODS OR SERVICES.
3. ALL CONSTRUCTION SCREENING MUST BE REMOVED UPON THE BUILDING PERMIT FOR THE PROJECT BECOMING INACTIVE OR PRIOR TO THE ISSUANCE OF ANY CERTIFICATE OF COMPLETION OR CERTIFICATE OF OCCUPANCY. CONSTRUCTION SCREENING MUST BE REMOVED UPON THE ISSUANCE OF A HURRICANE WARNING FOR THE GREATER DESTIN AREA BY THE NATIONAL HURRICANE CENTER.

CALL 2 WORKING DAYS
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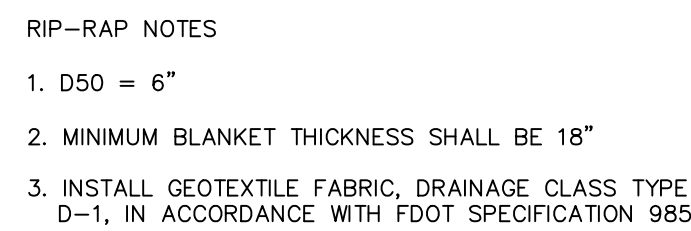
IT'S THE LAW!
DIAL 811

811

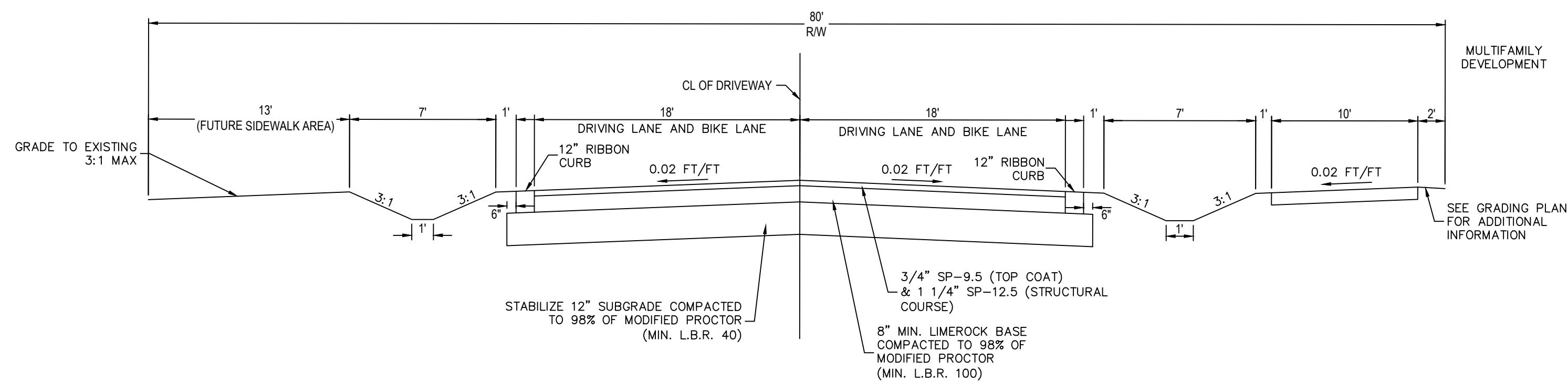
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET 18 OF 25		CITY OF DESTIN FLORIDA	
DUST, VIBRATION, AND PARKING MITIGATION PLAN		THE CHARLES PREPARED FOR CORE PROPERTY CAPITAL	
KHA PROJECT 017313002		LICENSED PROFESSIONAL	
DATE OCTOBER 2019		CAMERON R. SNIPES	
SCALE AS SHOWN		FLORIDA LICENSE NUMBER 75465	
DESIGNED BY EKC		© 2019 KIMLEY-HORN AND ASSOCIATES, INC. 2015 CENTENNIAL BOULEVARD, SUITE 102 TALLAHASSEE, FLORIDA 32303-3500 WWW.KIMLEY-HORN.COM CA 00006596	
DRAWN BY EKC		KIMLEY»HORN	
CHECKED BY CRS		No.	
DATE		REVISIONS	
DATE		BY	

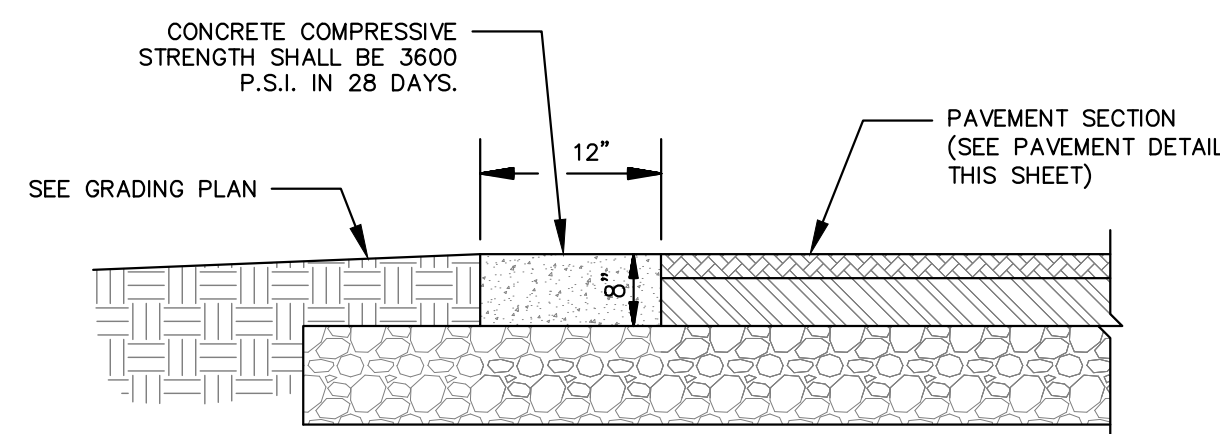


RIP-RAP DETAIL
N.T.S.

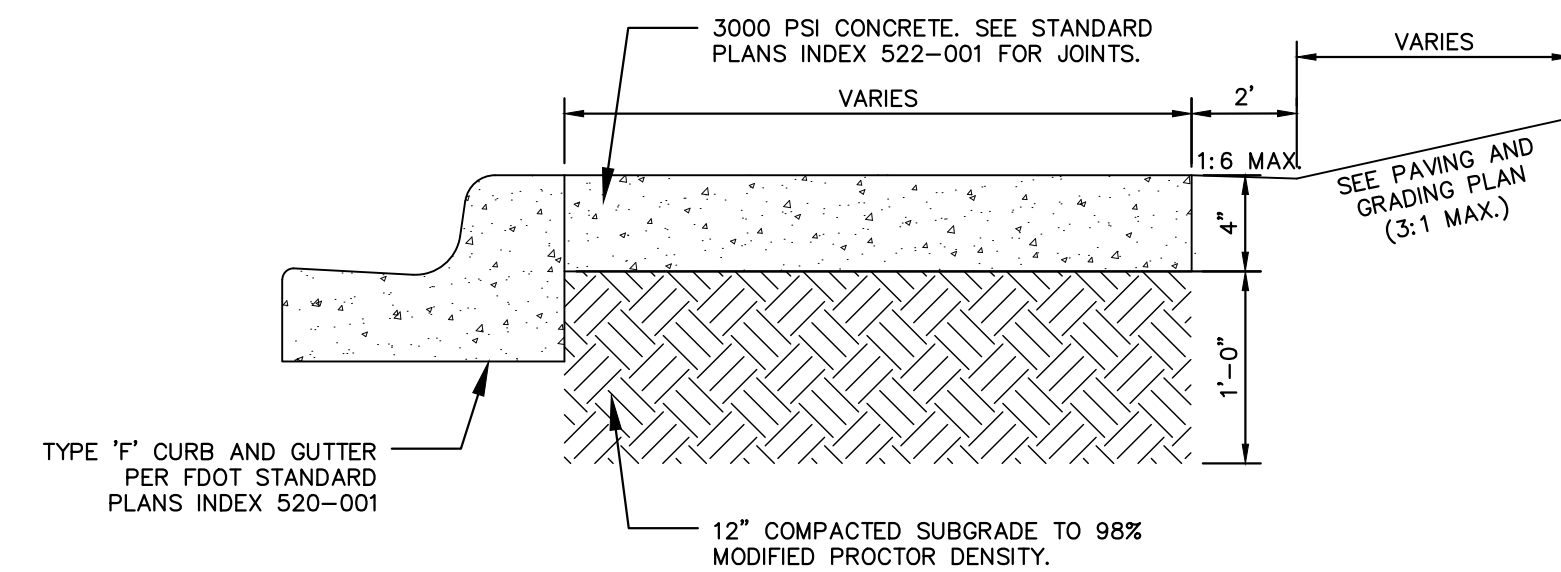


TYPICAL SOUTH MATTIE M. KELLY
BLVD SECTION
N.T.S.

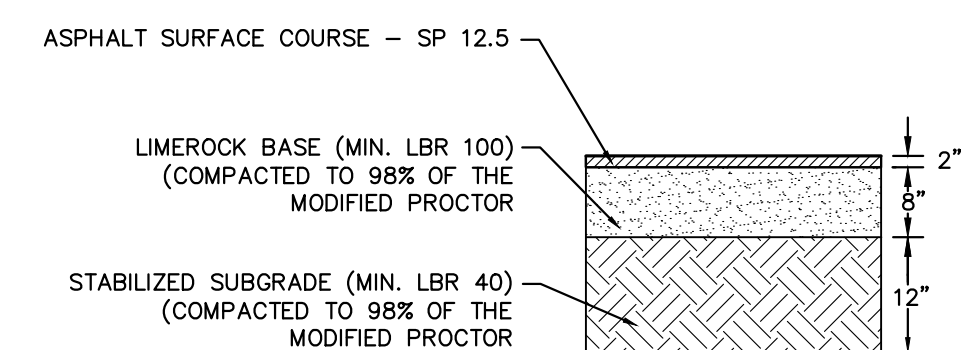
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RIBBON CURB
N.T.S.



CONCRETE SIDEWALK
N.T.S.



ASPHALTIC CONCRETE
PAVEMENT SECTION
N.T.S.



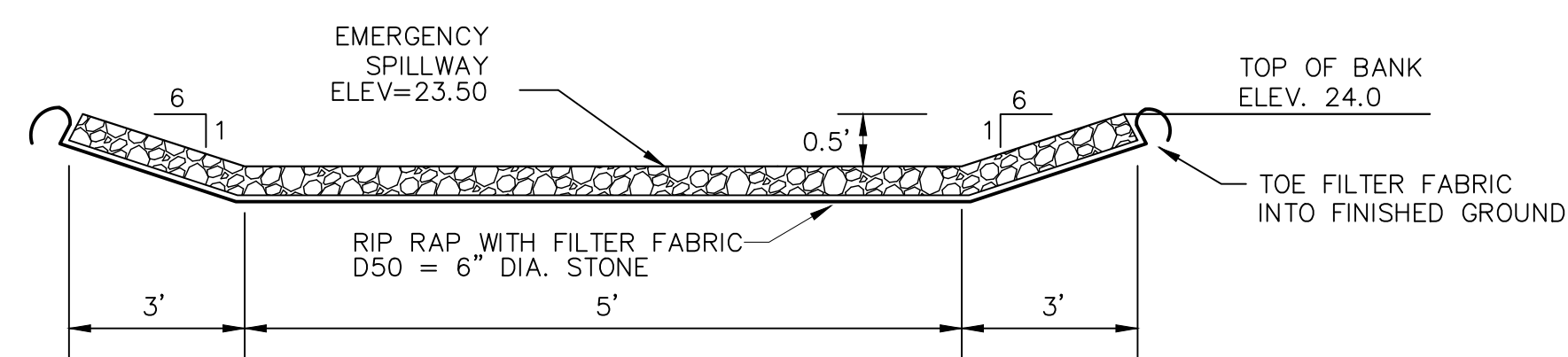
SECTION A-A



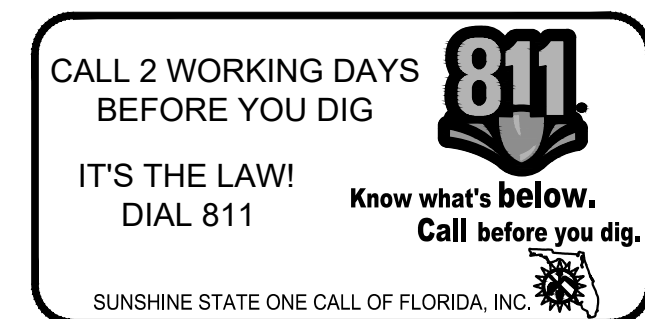
DITCH BLOCK DETAILS
N.T.S.



SWMF 1 OUTFALL STRUCTURE (ST-0S-1)
N.T.S.



SWMF 2 OUTFALL STRUCTURE
N.T.S.

[illegible]

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KHA PROJECT 017313002	LICENSED PROFESSIONAL
DATE OCTOBER 2019	CAMERON R. SNIPES
SCALE AS SHOWN	FLORIDA LICENSE NUMBER 75465
DESIGNED BY EKC	
DRAWN BY EKC	
CHECKED BY CRS	DATE: -----

CONSTRUCTION DETAILS

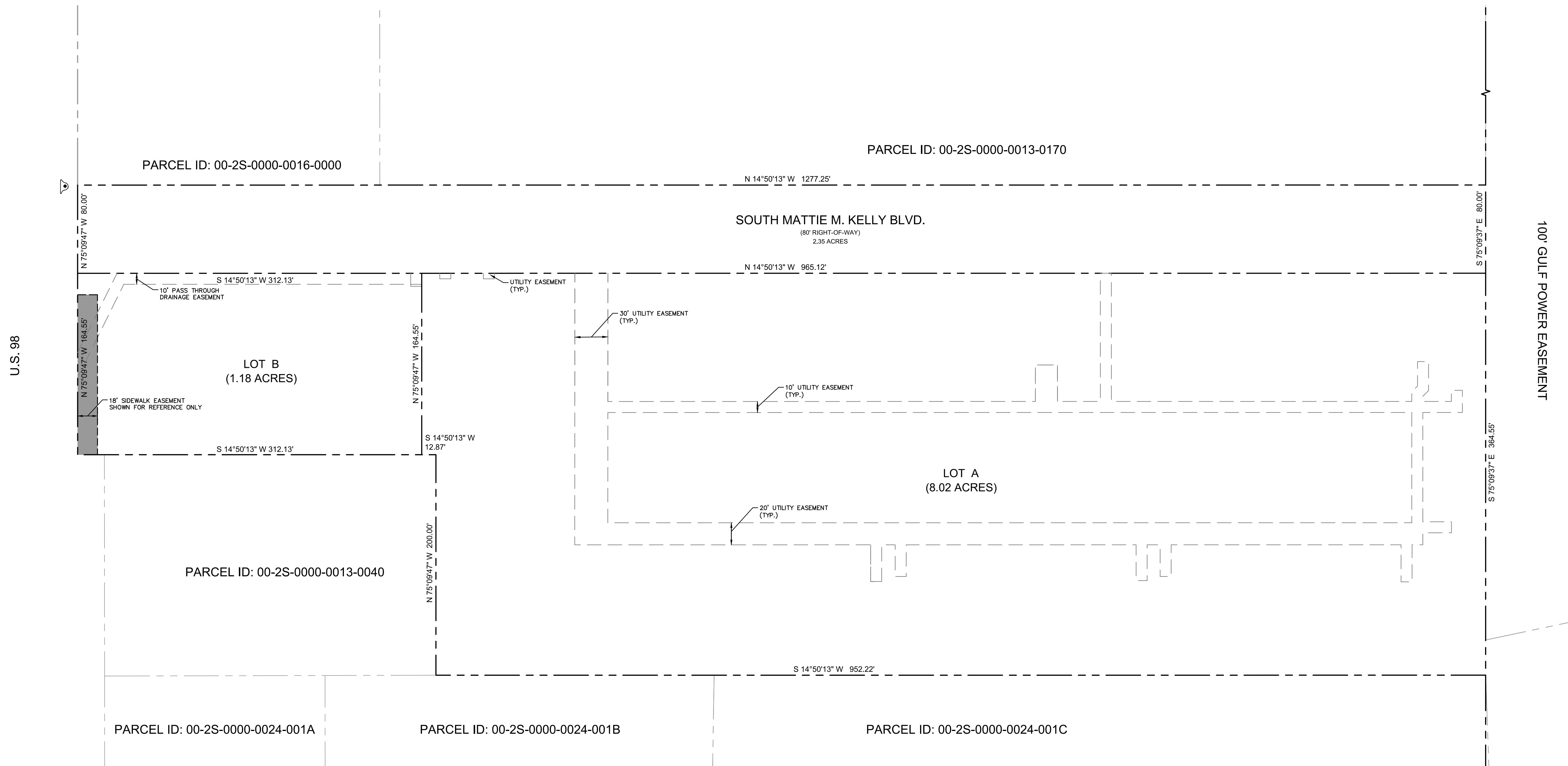
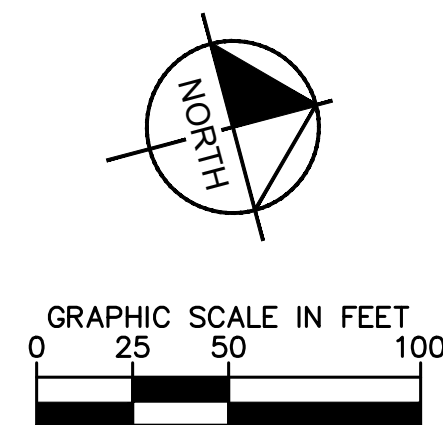
THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

SHEET 19 OF 25
DRAWING NUMBER
C1001

[illegible]

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FOR REFERENCE ONLY



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SUNSHINE STATE ONE CALL OF FLORIDA, INC.



THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

PRELIMINARY PLAT

KHA PROJECT 017313002	LICENSED PROFESSIONAL
DATE OCTOBER 2019	CAMERON R. SNIPES
SCALE AS SHOWN	FLORIDA LICENSE NUMBER 75465
DESIGNED BY EKC	DATE:
DRAWN BY EKC	
CHECKED BY CRS	
PROJECT NO.	

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[illegible]

Schedule										
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	B	29	Holophane	WAUE2 P40 40K AS 3	Glass Washington Utility LED, LED Package 40, 81W, 4000K, 120-277V, Type 3 distribution	LED COB	WAUE2_P40_40K_AS_3.ies	9152	0.91	81

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking	+	0.8 fc	3.2 fc	0.2 fc	16.0:1	4.0:1

Luminaire Locations					
Location					
No.	Label	X	Y	MH	Orientation Tilt
1	B	476.31	338.47	13.00	90.00 0.00
2	B	531.74	283.57	13.00	270.00 0.00
3	B	451.26	206.83	13.00	90.00 0.00
4	B	451.26	93.31	13.00	90.00 0.00
5	B	531.20	103.44	13.00	270.00 0.00
6	B	611.15	103.97	13.00	0.00 0.00
7	B	747.58	102.90	13.00	0.00 0.00
8	B	874.23	103.61	13.00	0.00 0.00
9	B	988.02	102.63	13.00	0.00 0.00
10	B	1115.84	103.29	13.00	0.00 0.00
11	B	1232.24	104.26	13.00	0.00 0.00
12	B	1165.40	175.35	13.00	180.00 0.00
13	B	1043.13	175.35	13.00	180.00 0.00
14	B	875.53	175.02	13.00	180.00 0.00
15	B	747.93	175.47	13.00	180.00 0.00
16	B	595.10	175.16	13.00	180.00 0.00
17	B	594.48	210.86	13.00	0.00 0.00
18	B	745.11	211.17	13.00	0.00 0.00
19	B	866.30	211.17	13.00	0.00 0.00
20	B	1031.97	211.32	13.00	0.00 0.00
21	B	1164.05	210.93	13.00	0.00 0.00
22	B	1237.78	193.18	13.00	90.00 0.00
23	B	1257.89	295.69	13.00	180.00 0.00
24	B	1123.84	283.47	13.00	180.00 0.00
25	B	978.75	292.94	13.00	270.00 0.00
26	B	929.86	285.05	13.00	180.00 0.00
27	B	930.25	358.78	13.00	90.00 0.00
28	B	783.98	282.68	13.00	180.00 0.00
29	B	643.73	281.33	13.00	180.00 0.00

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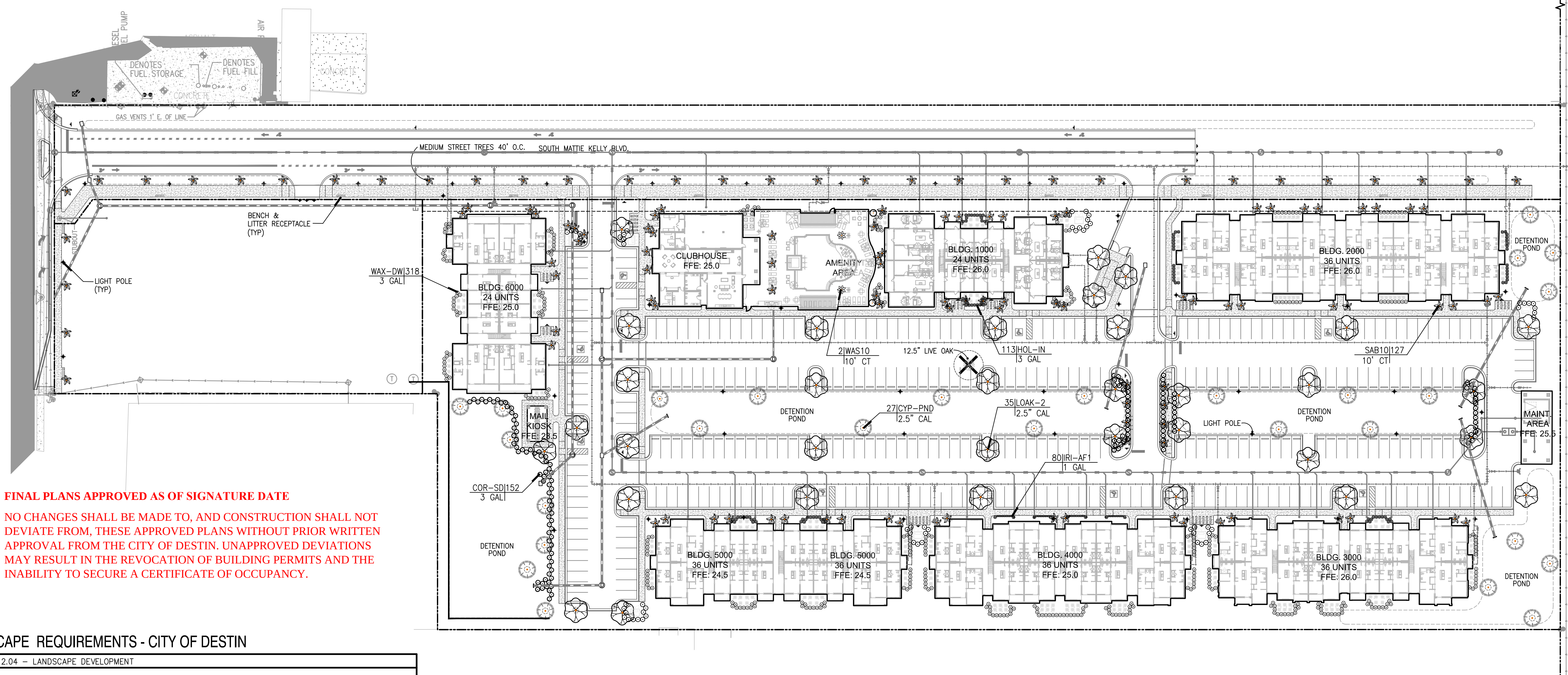


Plan View
Scale - 1" = 40ft



Plotted By: Landry, Troy. Sheet Set: K100. August 08, 2019. 04:36:32pm. K:\ALP_LAP\017313002_CPC-The Charles\CAD\PlanSheets\L100-CITY-LANDSCAPE-2019-B-8.dwg
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U.S. HIGHWAY 98
RIGHT OF WAY VARIES
PAVED

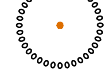
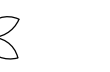


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LANDSCAPE REQUIREMENTS - CITY OF DESTIN

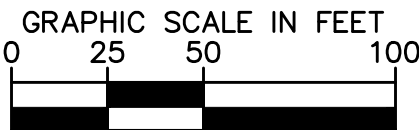
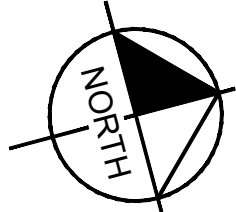
ARTICLE 12.04 – LANDSCAPE DEVELOPMENT			
12.04.04 (B) FRONT PERIMETER / COMMON BOUNDARY LANDSCAPE		REQUIREMENT MET	
– PER 12.04.04 (B.3.a) EXEMPTIONS		YES	NO NA
PROPERTIES LOCATED IN "COMMERCIAL GENERAL" AS THIS PROPERTY IS LOCATED ARE			X
EXEMPT FROM THE FRONT PERIMETER / COMMON BOUNDARY, HOWEVER, IN LIEU OF THIS EXEMPTION, ARE REQUIRED TO PLANT FOUR (4) SHRUBS FOR EVERY TREE REQUIRED ON SITE BY THIS CODE.			
– 952 L.F. FRONT PROPERTY LINE / 25 = 38 TREES REQUIRED (IF NOT EXEMPT)		REQUIREMENT MET	
38 TREES X 4 SHRUBS EACH = 152 SHRUBS REQUIRED ON SITE PER EXEMPTION		YES	NO NA
		X	
12.04.04 (E.1.2) PUBLIC OWNED PROPERTY			
– SPACING OF STREET TREES WILL BE IN ACCORDANCE WITH THREE SPECIES CLASSES			
SMALL TREES = 30' SPACING			
MEDIUM TREES = 40' SPACING			
LARGE TREES = 50' SPACING			
12.04.05 (C) PRESERVATION AND RESTORATION		REQUIREMENT MET	
– (1) TREE REQUIRED FOR EACH 1/10 OF AN ACRE		YES	NO NA
SITE = 8.02 AC. 8.02 / .10 = 80.2, THEREFORE 80 TREES REQUIRED		X	
12.04.05 (E)(2) NATIVE VEGETATION		REQUIREMENT MET	
– A MINIMUM OF 75% OF ALL PLANT MATERIAL SHALL BE NATIVE TO THE NORTHWEST FLORIDA AREA.		YES	NO NA
		X	
12.04.05 (E)(3) SHRUBS AND HEDGES		REQUIREMENT MET	
– SHRUBS SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT WHEN MEASURED AFTER PLANTING		YES	NO NA
		X	
12.04.05 (E)(4) TREES		REQUIREMENT MET	
– TREE SHALL BE A MINIMUM OF 10' IN HEIGHT AND HAVE 2.5" CALIPER AT TIME OF PLANTING. TREES HAVING AN AVERAGE CROWN LESS THAN 20' MAY BE ARRANGED IN GROUPINGS TO CREATE THE EQUIVALENT OF A 20' CROWN SPREAD.		YES	NO NA
		X	
12.04.05 (D) TREE PROTECTION		REQUIREMENT MET	
– A 12.5" TREE IS BEING REMOVED, A 2.5" CAL. INDIGENOUS TREE IS BEING PLANTED		YES	NO NA
(1) LIVE OAK TREE IS ADDED		X	
– IF SABAL PALMS ARE USED AS REQUIRED TREES, THE TWO (2) SABAL PALMS MUST BE GROUPED TOGETHER TO COUNT TOWARDS THE REQUIRED TREE WITH A 20' CROWN SPREAD AT MATURITY.			

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HT	SPRD	REFORESTATION	REMARKS
(NATIVE) — 	CYP-PND	27	POND CYPRESS	TAXODIUM ASCENDENS	2.5" CAL	10' HT MIN	4-5' SPRD	27	STRAIGHT TRUNK, FULL HEAD
(NATIVE) — 	LOAK-2	34	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	2.5" CAL	10' HT MIN	5-6' SPRD	3	STRAIGHT TRUNK, FULL HEAD (1 TREE PLANTED TO REPLACE REMOVED 12.5" OAK)
EVERGREEN TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HT	SPRD	REFORESTATION	REMARKS
(NATIVE) — 	MAG-LG	2	LITTLE GEM SOUTHERN MAGNOLIA	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	---	10' HT MIN	3-4' SPRD	2	STRAIGHT, FULL TO GROUND, FULL SHAPE
PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL	HT	SPRD	REFORESTATION	REMARKS
(NATIVE) — 	SAB10	127	SABAL PALM	SABAL PALMETTO	10' CT	10' CT		46	STRAIGHT TRUNK, NOT BOOTED
	WAS10	2	WASHINGTON PALM	WASHINGTONIA ROBUSTA	10' CT	10' CT		2	STRAIGHT TRUNK, FULL BOOTED
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	HT	SPRD	SPACING	REMARKS
	IRI-AF1	36	AFRICAN IRIS	DIETES VEGETA	1 GAL	16-18"	12-18"	18" o.c.	FULL DENSE FOLIAGE
	WAX-DW	352	DWARF WAX MYRTLE	MYRICA CERIFERA	3 GAL	18-24"	16-18"	36" o.c.	FULL DENSE FOLIAGE
	WAX-DW7	60	DWARF WAX MYRTLE	MYRICA CERIFERA	7 GAL	42-48"	18-24"	48" o.c.	FULL DENSE FOLIAGE
	HOL-IN	105	INKBERRY	ILEX GLABRA 'SHAMROCK'	3 GAL	18-24"	16-18"	30" o.c.	FULL DENSE FOLIAGE
GRASSES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT	HT	SPRD	SPACING	REMARKS
	COR-SD	152	SAND CORD GRASS	SPARTINA BAKERI	3 GAL	24-30"	16-18"	48" o.c.	FULL DENSE FOLIAGE

NATIVE TREE REQUIREMENT OF 75%:
192 TOTAL TREES REQUIRED: 190 ARE NATIVE, THEREFORE 99% ARE NATIVE

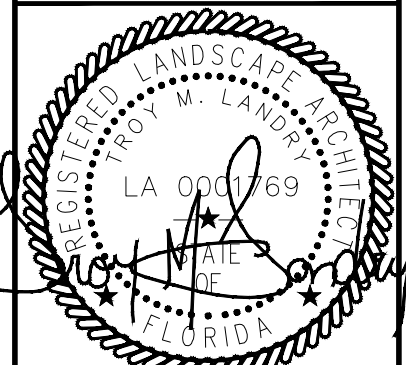
TOTAL = 80 (MEETS REQUIREMENT)



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TREE PROTECTION & REPLACEMENT PLAN

THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

FLORIDA
CITY OF DESTIN

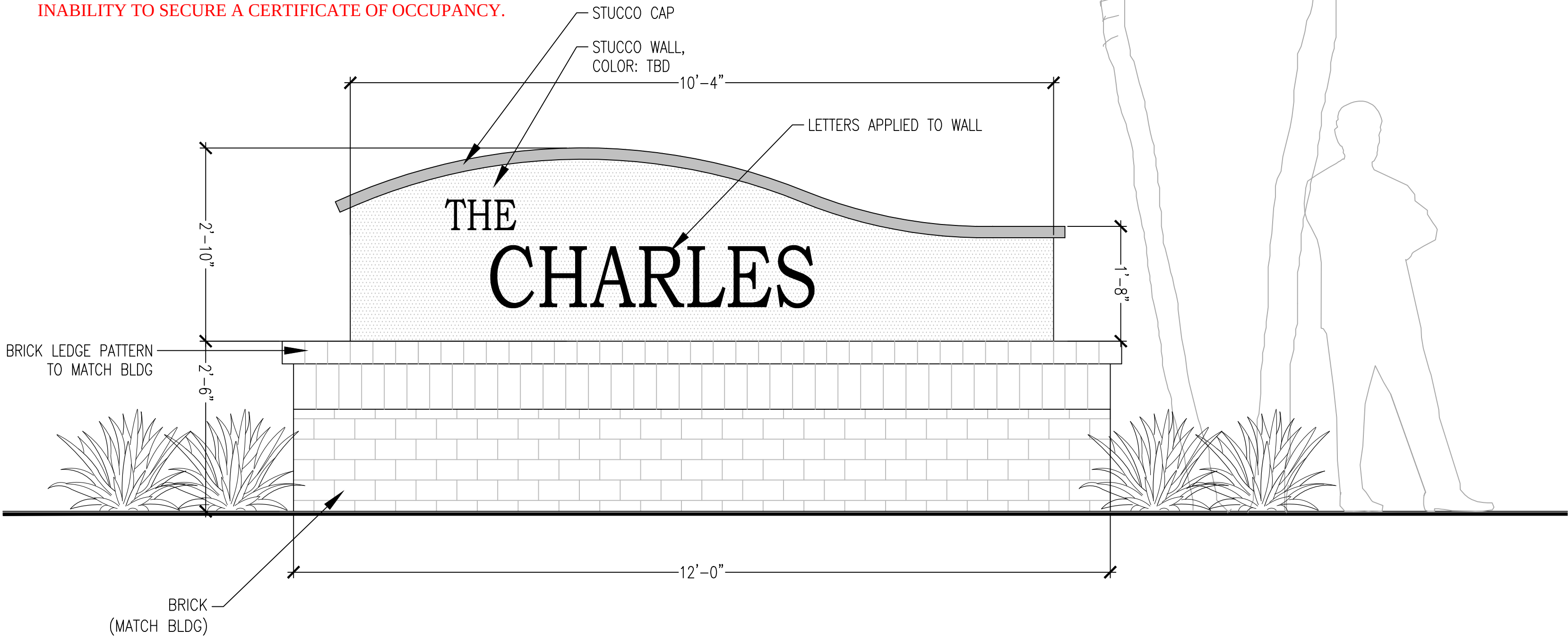
SHEET 22 OF 25
DRAWING NUMBER
L100

NO.	REVISIONS	DATE	BY

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1 ENTRY MONUMENT SIGN
ELEVATION

SCALE: 3/4" = 1'-0"



SUPPLIER:
LANDSCAPE FORMS
WEBSITE: WWW.LANDSCAPEFORMS.COM
PHONE: 800-430-6209

**OR APPROVED EQUAL

PRODUCT:
DESC.: BACKED 48" BENCH
MODEL: SCARBOROUGH BENCH
COLOR: SILVER
SIZE: BACKED - 28"x48"x34"

NOTE:
1. INSTALL PER MANUFACTURER SPECS.

3 BENCH
IMAGE

SCALE: NA



SUPPLIER:
LANDSCAPE FORMS
WEBSITE: WWW.LANDSCAPEFORMS.COM
PHONE: 800-430-6209

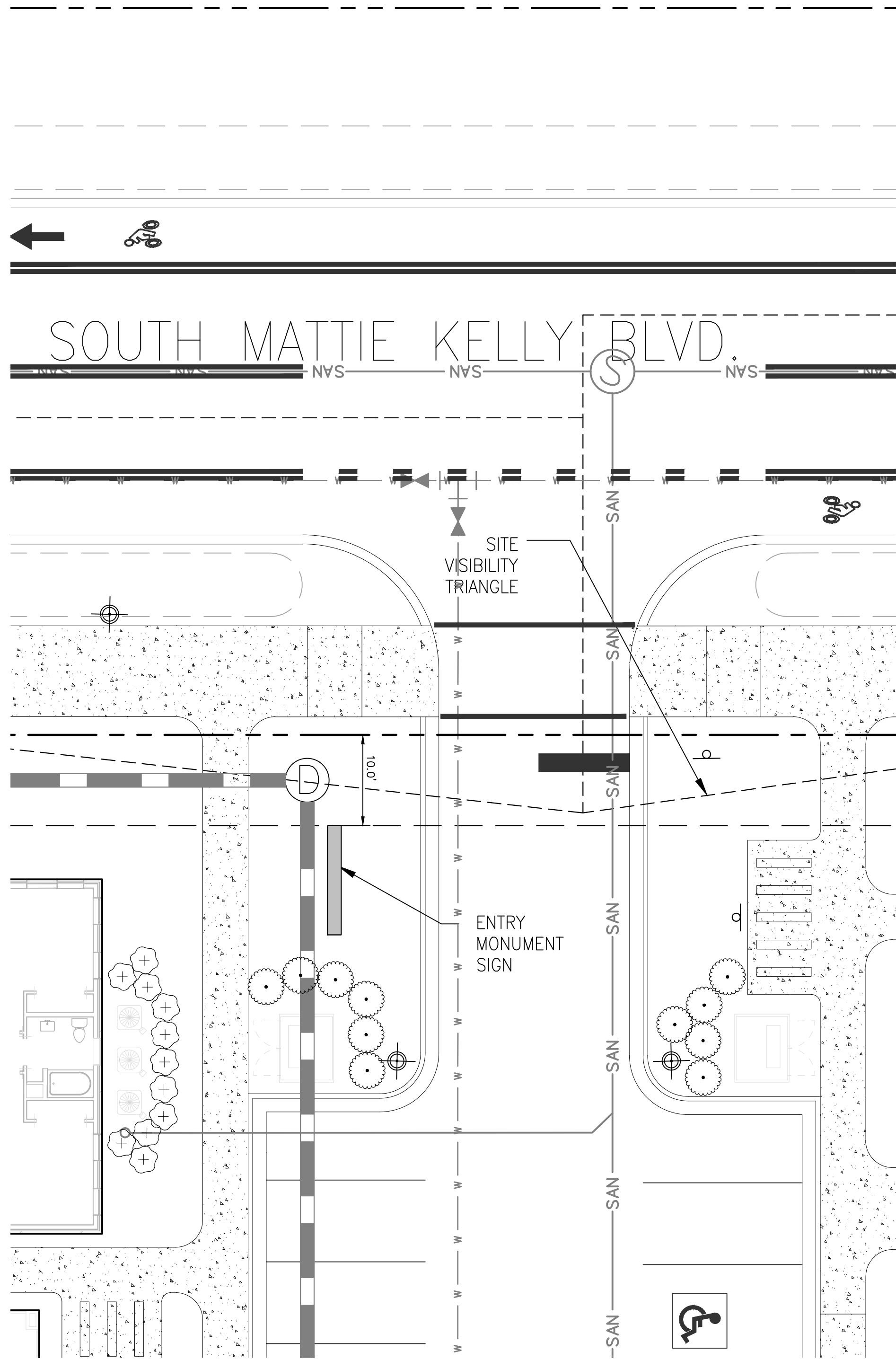
**OR APPROVED EQUAL

PRODUCT:
DESC.: LITTER RECEPTACLE
MODEL: (SIDE)SCARBOROUGH LITTER RECEPTACLE
COLOR: SILVER
SIZE: SIDE OPENING - 25"x40"

NOTE:
1. INSTALL PER MANUFACTURER SPECS.

4 LITTER RECEPTACLE
IMAGE

SCALE: NA



2 ENTRY MONUMENT SIGN
PLAN

SCALE: 1"= 10'-0"

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

KHA PROJECT		DATE		SCALE		DESIGNED BY		DRAWN BY		CHECKED BY	
017313002		AUGUST 2019		AS SHOWN		TML		TML		TML	

Kimley»Horn

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2615 CENTENNIAL BOULEVARD, SUITE 102
TALLAHASSEE, FL 32308 PHONE: 850-553-3500
WWW.KIMLEY-HORN.COM CA 0000696

ENTRY MONUMENT SIGN

THE CHARLES
PREPARED FOR
CORE PROPERTY
CAPITAL

FLORIDA
CITY OF DESTIN

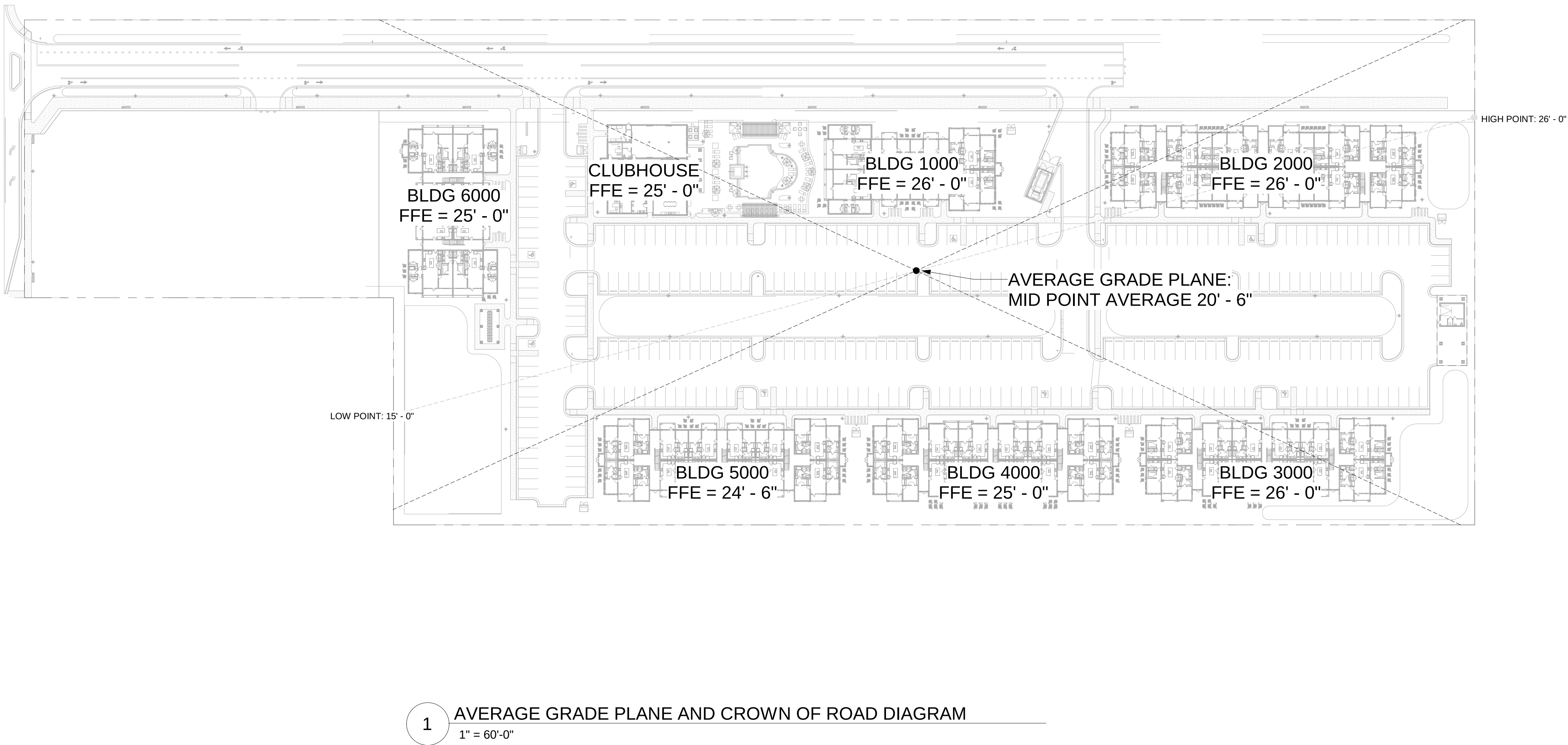
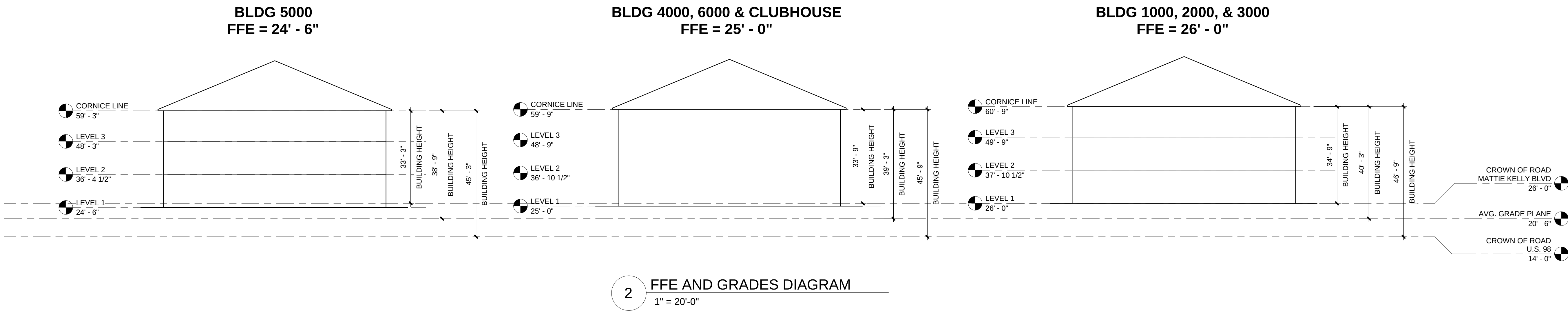
SHEET 23 OF 25
DRAWING NUMBER
L101

REVISIONS		DATE		BY	
No.					

FINAL PLANS APPROVED AS OF SIGNATURE DATE

NO CHANGES SHALL BE MADE TO, AND CONSTRUCTION SHALL NOT DEVIATE FROM, THESE APPROVED PLANS WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF DESTIN. UNAPPROVED DEVIATIONS MAY RESULT IN THE REVOCATION OF BUILDING PERMITS AND THE INABILITY TO SECURE A CERTIFICATE OF OCCUPANCY.

BUILDING FFE TABLE							
	BLDG 1000	BLDG 2000	BLDG 3000	BLDG 4000	BLDG 5000	BLDG 6000	CLUB HOUSE
CORNICE LINE	60' - 9"	60' - 9"	60' - 9"	59' - 9"	59' - 3"	59' - 9"	59' - 9"
LEVEL 3 FFE	49' - 9"	49' - 9"	49' - 9"	48' - 9"	48' - 3"	48' - 9"	48' - 9"
LEVEL 2 FFE	37' - 10 1/2"	37' - 10 1/2"	37' - 10 1/2"	36' - 10 1/2"	36' - 4 1/2"	36' - 10 1/2"	36' - 10 1/2"
LEVEL 1 FFE	26' - 0"	26' - 0"	26' - 0"	25' - 0"	24' - 6"	25' - 0"	25' - 0"



ISSUE	DATE	DESCRIPTION	INCLUDED
06/05/2019		FABRICATION SET	X
07/16/2019		DESIGN DEVELOPMENT SET	X

REVISION	DATE	DESCRIPTION	REV

NOTES:

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DISCLAIMER:

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SHEET NAME:

FINISH FLOOR ELEVATIONS AND GRADES

JOB NUMBER: 189704

DRAWN BY: Author
CHECKED BY: Checker

SHEET 25 OF 25
A4-00

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.G.

TO: City Council

THRU: Lance Johnson, City Manager
 Webb Warren, Deputy City Manager
 Krystal Strickland, Finance Director

FROM: Michael Burgess, Public Services Director

DATE: 06/30/2022

SUBJECT: Re-Striping of Luke Ave and John Ave

I. BACKGROUND: Road Re-striping falls within the City's Pavement Management Program. Funding is provided to re-stripe major roadways on an as-needed basis, typically every 7-8 years.

II. DISCUSSION: Both streets are collector-class roadways. The existing striping has faded and many of the reflective pavement markers are either damaged or missing.

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

> Effective, efficient, and aesthetically pleasing infrastructure

B. Effect on Budget (EOB): Quotes for this striping projects total \$18,672.00 to be paid with FY22 Renewal and Replacement funds.

	30054131	30058585	
	Gas Tax #1	GF RR Fund	TOTAL
565000-RR054	\$ 440,000	\$ 421,727	\$ 861,727
CIP-Road Renewals			
FY22 Adopted Budget	440,000	421,727	861,727
Previous Expenses/Encumbrances	(440,000)	(68,557)	(508,558)
Available Program Budget	(0)	353,170	353,169
This Agreement +(-)	-	(18,672)	(18,672)
FY22 Remaining Program Budget	\$ (0)	\$ 334,498	\$ 334,497

C. Level of Service (LOS): Improved day- and night-time lane visibility.

D. Legislative Sponsor:

III. CONCLUSION: Approval of this item will allow staff to coordinate the re-striping of these two roadways.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue a purchase order to Emerald Coast Striping for the re-striping of John Avenue and Luke Avenue in the amount of \$18,672.00.

Attachments:

1. ATT1: Emerald Coast Striping
Contract 10.01.21-12.31.22
2. ATT2: Luke Ave & John Ave Restripe
Proposal

CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2021 is between the City of Destin, Florida (“City”), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and Emerald Coast Striping, LLC (“Contractor”). The purpose of this agreement is to extend for fifteen months a contract for road striping services effective October 1, 2020 between the City of Destin and Emerald Coast Striping, LLC to provide miscellaneous road striping services for the City.

This represents the **1st of 4** possible contract extensions.

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

Jury Trial Waiver:

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

Public Records:

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

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

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

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

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

It is expressly agreed by the parties that this contract is an extension to the Contract that became effective on October 1, 2020 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

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

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

Witnesses:

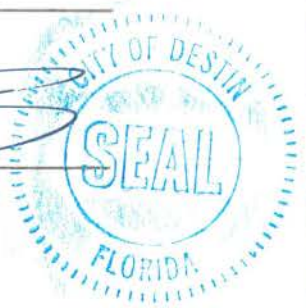
Cheryl Wyren
(Signature)

Zachary Armstrong
(Signature)

City of Destin

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

ATTEST: Rey Bailey
Rey Bailey
City Clerk



Witnesses:

Stephanie Dodson
(Signature)

Chad Rodgett
(Signature)

Emerald Coast Striping, LLC

By: Eric Bailey
(Signature)

Eric Bailey / OPERATIONS
(Name & Title) **MANAGER**

ATTEST: Faith Cooke
(Signature)

Faith Cooke / office manager
(Name & Title)



EXHIBIT A – BID FORM

PART I Bid submitted by:

Company: Emerald Coast Striping, LLC.

Address: 1901 N. East Avenue

City & State: Panama City, FL Zip Code: 32405

Telephone: (850) 215-4875 Fax: (850) 271-4875

Number of Years in Business: 13 Email: aric@ecstriping.com

PART II Bidding RFB No. 20-10-PS, Miscellaneous Road Striping Continuing Services Contract:

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation.

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Description	Unit Price	Unit
Four-inch (4") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.15</u>	Linear Foot
Four-inch (4") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.12</u>	Linear Foot
Six-inch (6") solid painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.30</u>	Linear Foot
Six-inch (6") skip painted traffic stripe	Traffic Paint – white or yellow	\$ <u>0.18</u>	Linear Foot
Four-inch (4") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.65</u>	Linear Foot
Four-inch (4") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>0.55</u>	Linear Foot
Six-inch (6") solid thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ <u>1.00</u>	Linear Foot

Initials of Bidder: AS

Six-inch (6") skip thermoplastic stripe	Thermoplastic plus reflective beads, white or yellow	\$ 0.85	Linear Foot
Stop Bars (24")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Crosswalks (12")	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Messaging (School, Bike lane graphics, STOP, etc.)	Thermoplastic plus reflective beads or equivalent	\$ 4.00	Square Foot
Raised Pavement Markers	Material plus installation	\$ 5.00	Each

Please list any additional services with their respective costs below.

Item	Description	Unit Price	Unit

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate and working signage, lightbars, arrow boards, etc.

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

Initials of Bidder: AS



1901 East Ave.
Panama City, FL 32405
Phone (850) 215-4875 Fax (850) 271-4875

Proposal

DATE February 21, 2022
Quotation # Luke Ave & John Ave Restripe
City of Destin

Proposal To:
Bidding Contractors

Comments or special instructions:

All Maintenance of Traffic to be provided by General Contractor.
ECS requires a daily minimum of \$1,500 to be called out.
Waterblasting mobilization is \$2,500 and daily minimum is \$3,500.
Thermoplastic quantities do not include temporary paint unless otherwise noted.
0 Sf of Removal has been included.
Any Reduction in Scope to the quantities shown below may adjust the below listed Unit prices
This is a unit price bid, any additions will be paid at the unit prices given.
By accepting this proposal, you accept all terms with it.
Please allow two weeks advance notice for scheduling of crews

DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
Luke Ave				
6" White Solid Thermoplastic Striping	LF	4224	\$1.00	\$4,224.00
6" Yellow Solid Thermoplastic Striping	LF	4224	\$1.00	\$4,224.00
12" White Solid Thermoplastic Striping	SF	220	\$4.00	\$880.00
24" White Solid Thermoplastic Striping	SF	270	\$4.00	\$1,080.00
Thermoplastic "Stop" Message	SF	198	\$4.00	\$792.00
Thermoplastic Speed Hump Detail Striping	SF	96	\$4.00	\$384.00
Raised Pavement Marker	EA	106	\$4.00	\$424.00
			SUBTOTAL:	\$12,008.00
John Ave				
6" White Solid Thermoplastic Striping	LF	1900	\$1.00	\$1,900.00
6" Yellow Solid Thermoplastic Striping	LF	1900	\$1.00	\$1,900.00
12" White Solid Thermoplastic Striping	SF	84	\$4.00	\$336.00
24" White Solid Thermoplastic Striping	SF	320	\$4.00	\$1,280.00
Thermoplastic "Stop" Message	SF	264	\$4.00	\$1,056.00
Raised Pavement Marker	EA	48	\$4.00	\$192.00
			SUBTOTAL:	\$6,664.00
			TOTAL	\$18,672.00

If you have any questions concerning this quotation, contact Alex Ross at (251)223-2974 or by email at ARoss@ECStriping.com

THANK YOU FOR YOUR BUSINESS!

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022**TYPE OF AGENDA ITEM:** City Manager Report**AGENDA OUTLINE NUMBER:** 3.H.**TO:** City Council**THRU:** Lance Johnson, City Manager**FROM:** Kyle Bauman, City Attorney
Lisa Firth, Parks & Rec Director
Lance Johnson, City Manager**DATE:** July 1, 2022**SUBJECT:** Pond Lease - First Amendment to Reclaimed Water Lease Agreement with DWU**I. BACKGROUND:**

On June 27, 2022, Destin Water Users, Inc. (DWU) staff presented a proposed amendment (refer to Exhibit A) to the lease agreement on the City Hall property, previously entered into as part of the development of the Morgan's Sports Complex property. The existing lease agreement that is being amended by this proposal is provided for reference as Exhibit B.

II. DISCUSSION:

The amendment being proposed (Exhibit A) is to construct and maintain a subsurface drip irrigation system below the three fields/recreation areas on the City Hall property. The approximate area (1.7 total acres) is shown in Exhibit C. As with the Elementary work performed earlier, this effort will result in new sod for the playing fields being disturbed during the installation of the irrigation. DWU's anticipated schedule for starting the project would be this Fall. This approval would provide ample time for DWU to order materials and minimally impact the City's recreation schedule.

Staff plans to bring back an Ordinance clarifying that the term runs commiserate with the Morgan Sports Center lease through 2042. This will be done through ordinance to ensure compliance with the City Charter.

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

B. Effect on Budget (EOB): None

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

D. Legislative Sponsor:

III. CONCLUSION:

Staff recommends City Council approve the Destin Water User's proposed amendment to the existing lease agreement to add subsurface drip irrigation below the three fields/recreation areas on the City Hall property and re-sod the disturbed areas.

IV. RECOMMENDED MOTION:

I move that City Council authorize the City Manager to execute the amendment to the existing lease agreement as provided.

Attachments:

1. Exhibit A - DWU CITY pond lease
first amd 7.7.22 - final
2. Exhibit B - DWU Reclaimed Water
Original Agreement 1999
3. Exhibit C - Map of Approximate Area-
Morgan Sports Center

FIRST AMENDMENT TO LEASE AGREEMENT

The parties, the City of Destin, a Florida municipal corporation, whose address is 4200 Indian Trail, Destin, FL, 32541 (hereafter referred to as “Lessor” or “Destin”), and Destin Water Users, Inc., a not for profit corporation, whose address is P.O. Box 308, Destin, FL 32540 (hereafter referred to as “Lessee” or “DWU”), hereby amend the Lease Agreement dated May 3, 1999. The amendments are set forth herein below.

A. Paragraph 1.(c) entitled “Premises” shall be amended as follows:

1(c). “Premises” means the following described property situated in the County of Okaloosa, State of Florida, to wit:

Parcel number 00-2S-0000-0001-A13B.

B. Paragraph 6.a. entitles “Uses” shall be amended as follows:

6. Uses.

a. Lessee shall have the right to discharge reclaimed water into the retention pond, above-ground irrigation and operate a subsurface drip system on the Premises, in accord with the permitted uses.

All other provision of the Lease Agreement not specifically amended herein shall remain in full force and effect.

Dated this _____ day of _____, 2022.

ATTEST:

DESTIN WATER USERS, INC.
A Florida Not-For-Profit Corporation

BY: _____
Secretary

BY: _____
Lockwood Wernet
General Manager

ATTEST:

CITY OF DESTIN
A Florida Municipal Corporation

BY: _____
City Clerk

Lance Johnson
City Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 3rd day of MAY 1999, by and between the City of Destin, a Florida municipal corporation, whose address for the purposes of this Lease is 4200 Two Trees Road, Destin, Florida 32541 ("Lessor", "Destin") and the Destin Water Users, Inc., a not for profit corporation, whose address for the purposes of this Lease is P.O. Box 308, Destin, Florida 32541 ("Lessee", "DWU").

WHEREAS, Lessor owns the Leased Premises, as hereinafter defined, on which Lessor has a permit for, and operates, a retention pond for reclaimed water; and

WHEREAS, Lessee and Lessor desire to cooperate in the development and construction of a sports and recreation facility on land adjacent to the City's retention pond which will benefit the citizens of Destin; and

WHEREAS, Lessor and Lessee believe it to be in their mutual best interest to enter into this Lease Agreement in order to facilitate the permitting of the adjacent property as a Sports Complex for the use and enjoyment of the City's citizens.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. As used in this Lease Agreement, the words defined immediately below shall have the meaning stated. Words imparting the singular number include the plural number and vice versa, the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) "DWU" means Destin Water Users, a not-for-profit corporation established under and existing in good standing in the State of Florida as a corporation exempt from taxation under Section 501 (12) (c) of the Internal Revenue Code, as amended from time to time.

(b) "Destin" means the City of Destin, Florida, a municipal corporation established by and existing under the Laws of Florida, as amended and supplemented, including and representative or agent of Destin with respect to the Premises.

(c) "Premises" means the following described real property situated in the County of Okaloosa, State of Florida, to wit:

See attached Exhibit "A".

(d) "Sports Complex" means the improvements to the land adjacent to City Hall as outlined in the Lease Agreement entered into between the City and DWU on July 14, 1997.

2. Lease. Destin does hereby demise and lease to DWU the Premises described more particularly in the attached Exhibit "A" in accordance with all of the provisions, conditions and terms herein.

3. Term. This lease shall be for a term of twenty (20) years, and run concurrently with the Lease Agreement for the Sports Complex entered into between the City and DWU on July 14, 1997.

4. Considerations. The consideration paid by Lessee to Lessor hereunder shall be one dollar (\$1.00) per year, which amount shall be renegotiated every five years in tandem with the renegotiations of the Sports Complex lease amount.

5. Maintenance. During the term of this lease, Lessee shall be responsible for the ongoing and continuous maintenance of the reclaimed water retention pond and all associated systems located on the Premises at its sole cost and expense. The Lessor shall continue to provide grounds maintenance upon the Premises.

6. Uses.

(a) Lessee shall have the right to discharge reclaimed water into the retention pond in accord with its permitted uses. No further expansion of the reclaimed water retention pond, other than that necessary to permit the Sports Complex, shall be undertaken by DWU without the express written consent of the City.

(b) Lessee shall be responsible for the maintenance and operation of the reclaimed water retention pond and all associated systems located on the Premises.

(c) Lessee shall have the right of ingress and egress to the Leased Premises to repair, maintain and monitor all facilities relating to the discharge of reclaimed water into the retention pond.

(d) Lessee shall make every effort to ensure that the operation of the facilities relating to the discharge of reclaimed water does not materially interfere with Lessor's use of adjacent City property. In the event the operation of the facilities relating to the discharge of reclaimed water does materially interfere with Lessor's use of adjacent City property, and Lessee is unable to satisfactorily remedy the problem within ninety (90) days from the notice thereof by Lessor, Lessor at its option shall have the right to terminate this lease. Lessee shall make every effort to ensure that the use of the retention pond by Lessee does not materially interfere with the Lessor's use of adjacent City property.

7. Stormwater. Both parties to this agreement acknowledge and agree that the City has the exclusive right to use the stormwater retention pond located on the Sports Complex and identified in attached Exhibit "B" as the means of meeting the City's stormwater permitting requirements for the adjacent City Hall property whose legal description is found in the attached Exhibit "C" for the duration of the Sports Complex Lease Agreement.

found in the attached Exhibit "C" for the duration of the Sports Complex Lease Agreement.

8. Title to the Premises. Title to the premises shall remain vested with the City, subject to the terms and conditions of this lease, and DWU shall have no interest in the title to the premises but shall only have a leasehold interest thereto.

9. Insurance and Indemnity. Lessee shall include the premises under its comprehensive and general liability insurance coverages for the full amount of coverage as Lessee carries for all of its other facilities. Lessee agrees to hold harmless and indemnify Lessor for any and all losses or liabilities that may be incurred as a result of the operation of the leased premises as a reclaimed water retention pond which are the result of Lessee's negligence or the intentional acts or omission of Lessee or any of Lessee's agents, employees, licenses, invitees, or agents.

10. Compliance with Governmental Requirements. During the Lease Term, Lessor and Lessee shall comply with all Governmental Requirements as defined herein which govern or affect the premises and the use thereof for any reason. Each party shall notify the other of its violation of any governmental requirement promptly after either receives knowledge thereof, and each party, shall diligently and prudently take requisite action to correct any violations of governmental requirements, for which that party is responsible pursuant to the terms and conditions of this lease, as soon as reasonably possible after the discovery of same.

11. Default. Each of the following events shall be a default hereunder by Destin and DWU and a breach of this lease:

(a) If, for whatever reason, the Sports Complex Lease Agreement shall be terminated, this lease agreement shall also automatically terminate without further action of either party;

(b) DWU shall fail to pay to the City the lease amount when the same shall become payable and due and the same remains unpaid for forty-five (45) days after the City's written demand for payment;

(c) DWU shall fail to perform any of the covenants, conditions and terms of this lease on DWU's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Destin to DWU; or if DWU shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and DWU shall designate in writing a reasonable time period to cure such non-performance and its intent to do so, or, DWU having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

(d) Destin shall fail to perform any of the covenants, conditions and terms of this lease on Destin's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by DWU to Destin; or if Destin shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Destin shall designate in writing a reasonable time period to cure such non-performance and its intent to do so, or, Destin having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

(e) If an event of default shall occur and be continuing for ninety (90) days, then Destin shall have the right to terminate and cancel this Lease by giving to DWU not less than ninety (90) days notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term shall expire and thereafter be null and void with no further force and effect. In addition to this remedy, in the event of default Destin may exercise any and all other remedies available to it at law or in equity.

(f) If an event of default shall occur and be continuing for ninety (90) days, then DWU shall have the right to terminate and cancel this Lease by giving to Destin not less than ninety (90) days notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term shall expire and thereafter be null and void with no further force and effect. In addition to this remedy, in the event of default DWU may exercise any and all other remedies available to it at law or in equity.

(g) Both parties agree that in the event of non-performance of either party caused by an act of God such non-performance shall not be considered an event of default.

12. Expiration of Term. It is the intent of the parties that the renegotiation of this lease shall be in accord with the renegotiation provisions of Section 16 of the Sports Complex Lease Agreement and that all negotiations shall occur simultaneously with those of the Sports Complex lease.

13. Dispute Resolution. Any controversy, claim, misunderstanding, cause of action, matter in question, breach or disagreement arising out of, or relating to, this Lease (hereinafter called "Dispute") shall be decided by the Circuit Court of Okaloosa County, Florida. The party seeking a resolution of a Dispute must provide the other party with written notice describing the Dispute, allow the responding party to file a written response within ten (10) days and meet at least once with the responding party within the thirty (30) day period immediately prior to filing a complaint with the Circuit Court.

14. Miscellaneous.

(a) Operation. Lessee shall keep the Leased Premises clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s). Lessee shall

develop, operate and maintain any improvements to the subject property so as not to unreasonably interfere with the property rights of the adjacent property owners.

(b) Notices. Any and all notices required to either party shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States Mail by certified or registered mail - return receipt requested. Notice shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Destin: Office of the City Manager
Destin City Hall
4200 Two Trees Road
Destin, Florida 32541

If to DWU: Destin Water Users, Inc.
Post Office Box 308
Destin, Florida 32540

or such other address as either party may from time to time specify in writing to the other.

(c) Legal Representation. Each respective party to this Lease has been represented by counsel in the negotiation of this Lease and accordingly, no provision of this Lease shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this Lease or any covenant, condition or term thereof.

(d) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Lease.

(e) Effective Date. The date of this Lease will be the date after the last one of the Lessee and the Lessor have signed this Lease Agreement and the City Council of the City of Destin has adopted an ordinance approving this Lease Agreement (the "Effective Date"). The ordinance adoption process is a dynamic process subject to public participation and the ordinance adoption process is discretionary with the Council.

(f) Entire Agreement. This Lease Agreement contains the entire agreement between the parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Lease Agreement shall be void and ineffective unless made in writing and signed by Lessor and Lessee. Lessee agrees that it will not use its ability to enact ordinances to modify the duties, obligations, rights and liabilities of DWU under this Lease Agreement in derogation of the language of this

(g) Headings. Paragraph headings of this Lease Agreement are inserted only for reference and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms or provisions.

(h) Multiple Counterparts. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Attorney's Fees and Costs. In any Dispute arising out of or pertaining to this Lease, the prevailing party shall be entitled to an award of its attorney's fees and costs, whether incurred before, after or during litigation or at the appellate level.

(j) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(k) Recording. This Lease shall be recorded in the public records of Okaloosa County, Florida.

(l) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this lease shall survive and remain in effect.

(m) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Destin. Wherever possible, each provision, condition and term of this lease shall be interpreted in such a manner as to be valid under applicable law. A finding that any term, provision or condition of this Lease is invalid or prohibited under applicable law shall not affect the remaining terms, provisions or conditions of this lease or of any documentation executed and delivered pursuant hereto.

IN WITNESS WHEREOF, the parties hereby have caused the signatures of their officers to be set hereunder and the seals to be placed thereon to be effective as of the latest date of execution.

IN WITNESS WHEREOF, the parties hereby have caused the signatures of their officers to be set hereunder and the seals to be placed thereon to be effective as of the latest date of execution.

DATED this 8th day of April, 1999.

ATTEST:

DESTIN WATER USERS, INC.
Destin, Florida

By: Beggy Tellma

By: Herbert Brough
Herb Brough
President

ATTEST:

CITY OF DESTIN,
A Florida Municipal Corporation

By: Carolyn Lee Smith

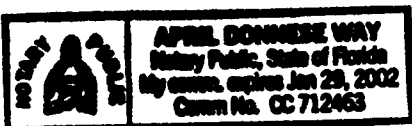
By: Larry J. Rubenstein
Larry J. Rubenstein
City Manager

Approved as to Legal Form:

Suzanne Brownless
Suzanne Brownless, Esquire
City Franchise Attorney

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing was acknowledged before me this 4th day of May, 1999, by Herb Brough and Larry J. Rubenstein, the President and City Manager respectively, of Destin Water Users, Inc. and the City of Destin, who are personally known to me or have produced the identification referenced below and who did take an oath.



April Donnese Way
Notary Public State and County
Aforesaid
Commission No. CC 712463
My Commission expires: Jan. 29, 2002
Identification: _____

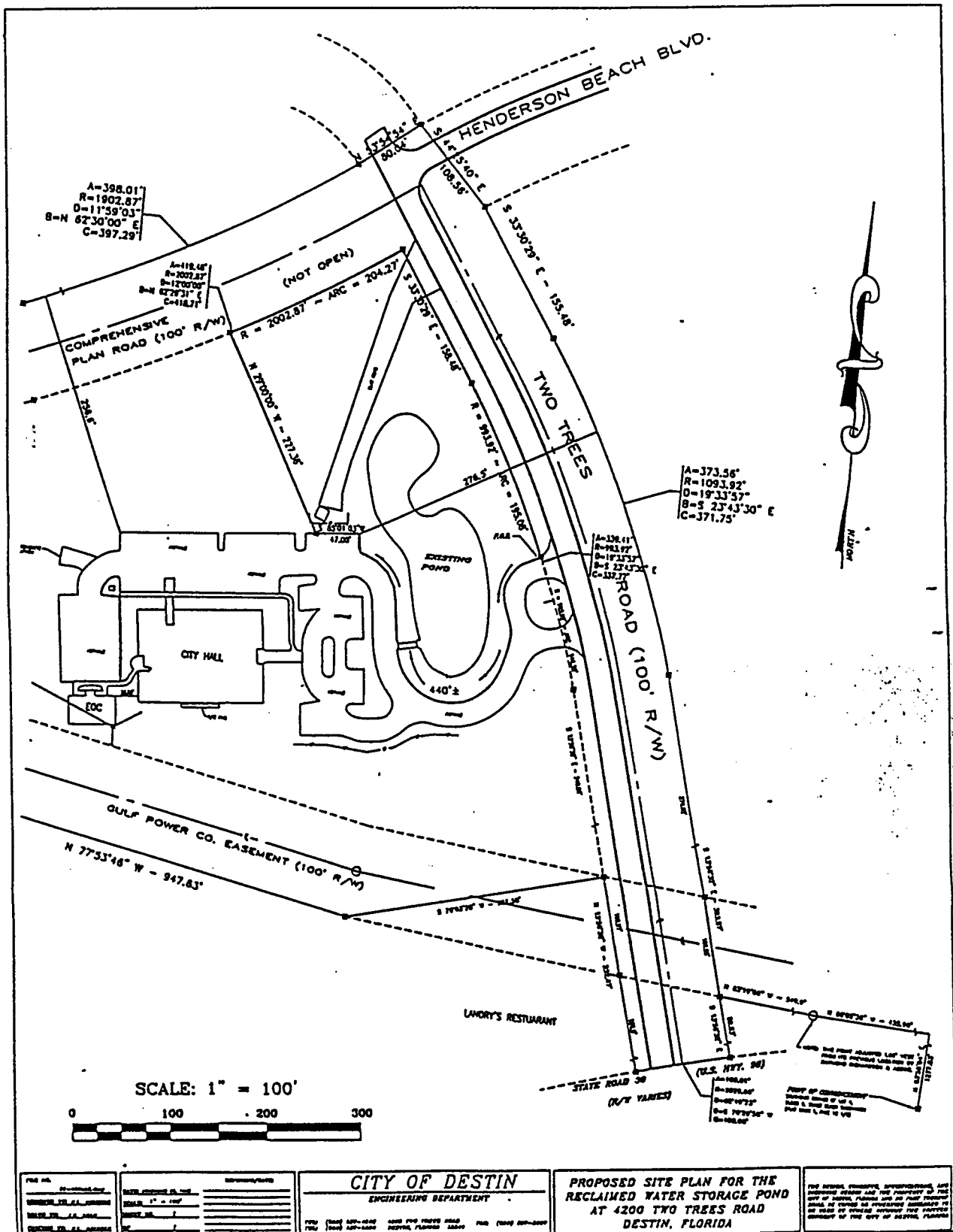
LEGAL DESCRIPTION FOR A PORTION OF CITY HALL PROPERTY TO BE UTILIZED BY DESTIN WATER USERS, INC. AS AN ENLARGED RECLAIMED WATER RETENTION POND.

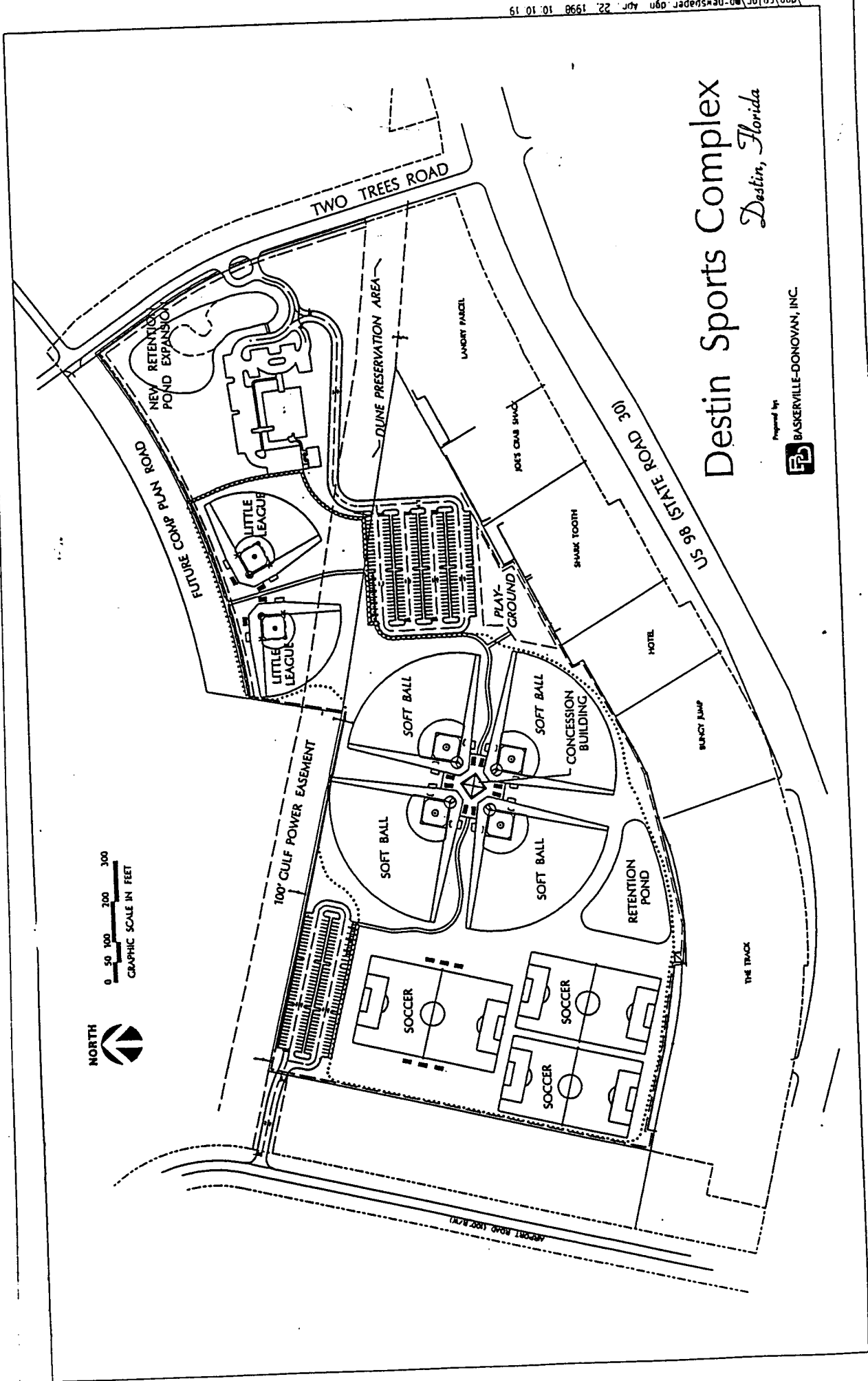
A PARCEL OF LAND LYING IN TOWNSHIP 2S, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 6, SILVER BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 16 1/2 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE GO NORTH 03 DEGREES 58 MINUTES, 04 SECOND EAST ALONG A PROJECTION OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 1,277.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 (US HWY 98, RIGHT-OF-WAY VARIES) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF A 100' GULF POWER EASEMENT; THENCE GO NORTH 86 DEGREES, 02 MINUTES, 36 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 AND THE SOUTHERLY LINE OF THE GULF POWER EASEMENT, A DISTANCE OF 435.96 FEET; THENCE GO NORTH 83 DEGREES 19 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 AND THE SOUTHERLY LINE OF THE GULF POWER EASEMENT, A DISTANCE OF 176.83 FEET; THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30 AND CONTINUING ALONG THE SOUTHERLY LINE OF THE GULF POWER EASEMENT, CONTINUE NORTH 83 DEGREES, 19 MINUTES, 06 SECONDS WEST, A DISTANCE OF 373.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY); THENCE GO SOUTH 13 DEGREES, 56 MINUTES, 32 SECONDS EAST, A DISTANCE OF 89.63 FEET TO A POINT ON THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30; THENCE GO SOUTHWESTERLY ALONG THE CURVED RIGHT-OF-WAY LINE, BEING CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 100.01 FEET (RADIUS = 2,029.86 FEET, CORD = 100.00 FEET, CORD BEARING = SOUTH 76 DEGREES, 29 MINUTES, 58 SECONDS WEST); THENCE DEPARTING THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 30, GO NORTH 13 DEGREES, 56 MINUTES, 32 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID TWO TREES ROAD, A DISTANCE OF 472.53 FEET TO A POINT OF CURVATURE SAID CURVE BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 993.92 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE AND THE WESTERN RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY) AN ARC DISTANCE OF 144.33 FEET TO INTERSECT THE BACK OR NORTH SIDE OF THE CURB ON THE EXISTING DESTIN CITY HALL DRIVEWAY AND THE POINT OF BEGINNING; THENCE MEANDER SOUTHWESTERLY, SOUTH, NORTHWESTERLY AND NORTH ALONG SAID CURB AN APPROXIMATE DISTANCE OF 440± FEET TO A POINT ON THE NORTHEASTERLY CORNER OF THE CURB ON SAID DESTIN CITY HALL PARKING LOT; THENCE CONTINUE SOUTH 85 DEGREES, 01 MINUTES, 03 SECONDS WEST ALONG SAID NORTHERLY CURB A DISTANCE OF 47.00 FEET; THENCE GO NORTH 29 DEGREES, 00 MINUTES, 00 SECONDS WEST, A DISTANCE OF 227.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COMPREHENSIVE PLAN ROAD (100' RIGHT-OF-WAY) SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 2,002.87 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID SOUTHERN RIGHT-OF-WAY LINE AN

ARC DISTANCE OF 204.27 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY); THENCE GO SOUTH 33 DEGREES, 30 MINUTES, 29 SECONDS EAST, A DISTANCE OF 158.48 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 993.92 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE BEING THE WESTERLY RIGHT-OF-WAY LINE OF TWO TREES ROAD (100' RIGHT-OF-WAY) AN ARC DISTANCE OF 195.08 FEET TO INTERSECT THE NORTHERLY CURB OF THE DESTIN CITY HALL DRIVEWAY, SAID POINT BEING THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING IN TOWNSHIP 2S, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING A PART OF THE DESTIN CITY HALL PROPERTY AND CONTAINING 1.87 ACRES MORE OR LESS.





109n\color\map-news\paper.dgn Apr 22, 1998 10:10:19

TRUSTEES' DEED OF GIFT

THIS DEED OF GIFT, Executed this 19th day of May, A.D. 1993, by KENT AMOS, ROBERT C. ERHART and JARRETT G. MELVIN, as SUCCESSOR TRUSTEES of the COLEMAN KELLY TRUST, whose federal tax identification number is 59-6968606, of 2 East Highway 98, Destin, Florida 32541, hereinafter called the Grantors, to CITY OF DESTIN, a Florida municipal corporation, whose federal tax identification number is 59-2480854, of P.O. Box 399, Destin, Florida 32540, hereinafter called Grantee:

WITNESSETH: That the Grantors, as a gift in consideration of a contribution to Grantee, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee the following described land situate, lying and being in the County of Okaloosa, State of Florida, to wit:

An undivided 43.8661 percentage interest of:

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:
For a point of reference, commence at the Southeast corner of Lot 4, Block 6, Silver Beach Subdivision, as recorded in Plat Book 1, at Page 16 1/2, of the Public Records of Okaloosa County, Florida; thence go North 03 degrees 58'04" East along a projection of the East line of said Lot 4, a distance of 1277.03 feet to a point on the Northerly right-of-way line of State Road 30 (U.S. 98 Bypass, R/W varies) and the Southerly right-of-way line of a 100 foot Gulf Power Easement; thence go North 86 degrees 02'36" West along the Northerly right-of-way line of State Road No. 30 and the Southerly line of the Gulf Power Easement, a distance of 435.96 feet; thence go North 83 degrees 19'06" West along the Northerly right-of-way line of State Road No. 30 and the Southerly line of the Gulf Power Easement, a distance of 176.83 feet; thence departing the Northerly right-of-way line of State Road No. 30 and continuing along the Southerly line of the Gulf Power Easement, continue North 83 degrees 19'06" West, a distance of 373.07 feet to a point on the Easterly right-of-way line of Two Trees Road (100' R/W) and the point of beginning; thence go South 13 degrees 56'32" East, a distance of 89.63 feet to a point on the curved Northerly right-of-way line of State Road No. 30; thence go Southwesterly along the curved right-of-way line, being concave Southeasterly, an arc distance of 100.01 feet (R = 2029.86', CH. = 100.00', CH. BRG. = S 76 degrees 29'58" W); thence departing the aforesaid Northerly right-of-way line of State Road No. 30, go North 13 degrees 56'32" West along the Westerly right-of-way line of the aforesaid Two Trees Road, a distance of 472.53 feet to a point of curvature; thence continue along the Westerly right-of-way line of Two Trees Road and along a curve to the left, having a radius of 993.92 feet, an arc distance of 339.41 feet (CH. = 337.77', CH. BRG. = N 23 degrees 43'40" W) to the point of tangency; thence continue along the Westerly right-of-way line of Two Trees Road North 33 degrees 30'29" West, a distance of 158.48 feet to a point on the curved Southerly right-of-way line of a proposed 100 foot road right-of-way; thence go Southwesterly along the curved Southerly right-of-way line being concave Northwesterly, and having a radius of 2002.87 feet, an arc distance of 419.48 feet (CH. = 418.71', CH. BRG. = S 62 degrees 29'31" W) to a point of compound curvature; thence continue along the Southerly right-of-way line and along a curve to the right, having a radius of 1904.18 feet, an arc distance of 514.65 feet (CH. = 513.08', CH. BRG. = S 76 degrees 14'05" W); thence go North 12 degrees 06'14" East, a distance of 105.54 feet to a point on the curved Northerly right-of-way line of a proposed 100 foot road right-of-way; thence go Northeastly along the curved right-of-way line, being concave Northwesterly, an arc distance of 454.79 feet (R = 1804.18', CH. = 453.58', CH. BRG. = N 75 degrees 42'48" E) to a point of compound curvature; thence go along a curve to the left, having a radius of

FLORIDA DOCUMENTARY STAMP TAX REQUIRED
BY LAW IN THE AMOUNT OF \$.70 HAS
BEEN PAID. NEWMAN C. BRACKIN, CLERK

PARED BY J JEROME MILLER ATTORNEY AT L.
P. O. BOX 1208 FORT WALTON BEACH, FL 32549

Easement and the Point of Beginning.
The above described parcel being in Township 2 South, Range 22 West,
Okaloosa County, Florida and contains 4.5281 acres.
PARCEL I.D. NO. 0026220000000010610 00-2S-22-0000-0001-A130
SUBJECT PROPERTY IS FREE AND CLEAR OF ANY MORTGAGE LIEN.

taxes for the current year. AND the Grantors hereby covenant with said grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1992, and the Easement to Gulf Power Company recorded in Official Records Book 148, Page 99, and Official Records Book 239, Page 603, of the Public Records of Okaloosa County, Florida, and the Easement to Gulf Power Company recorded in Official Records Book 1622, Page 458, of the Public Records of Okaloosa County, Florida. AND the Grantors do covenant to and with the Grantee, its successors and assigns, that in all things preliminary to and in and about the gift and this conveyance the laws of Florida have been followed and complied with in all respects.

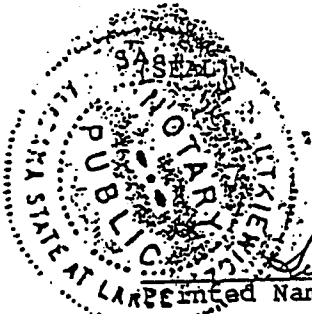
Signed, sealed and delivered
in presence of:

 L.S.
KENT AMOS, Trustee

STATE OF ALABAMA
COUNTY OF MOBILE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KENT AMOS, as Trustee, who is X personally known to me; or produced _____

as identification and he CIRCLE ONE (did) (did not) take an oath.
WITNESS my hand and official seal this 19 day of May, 1993.



Sarah S. Brutkiewicz
Printed Name: SARAH S. BRUTKIEWICZ
Notary Public - State of Alabama
My Commission Expires: 10/15/94
Commission No.: _____

Sue C. Wallace
Printed Name: SUE C. WALLACE

Robert C. Erhart L.S.
ROBERT C. ERHART, Trustee

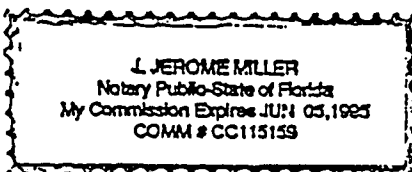
Jerome Miller
Printed Name: J. JEROME MILLER

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT C. ERHART, as Trustee, who is

X personally known to me; or
produced
as identification and he CIRCLE ONE (did) (did not) take an oath.
WITNESS my hand and official seal this 20th day of May, 1993.

(SEAL)



Jerome Miller
Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
Commission No.: _____

Derailey H Drenning
Printed Name: DERAINEY H. DRENNING

Jarrett G. Melvin L.S.
JARRETT G. MELVIN, Trustee

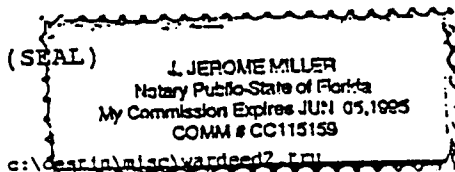
Jerome Miller
Printed Name: J. JEROME MILLER

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JARRETT G. MELVIN, as Trustee, who is

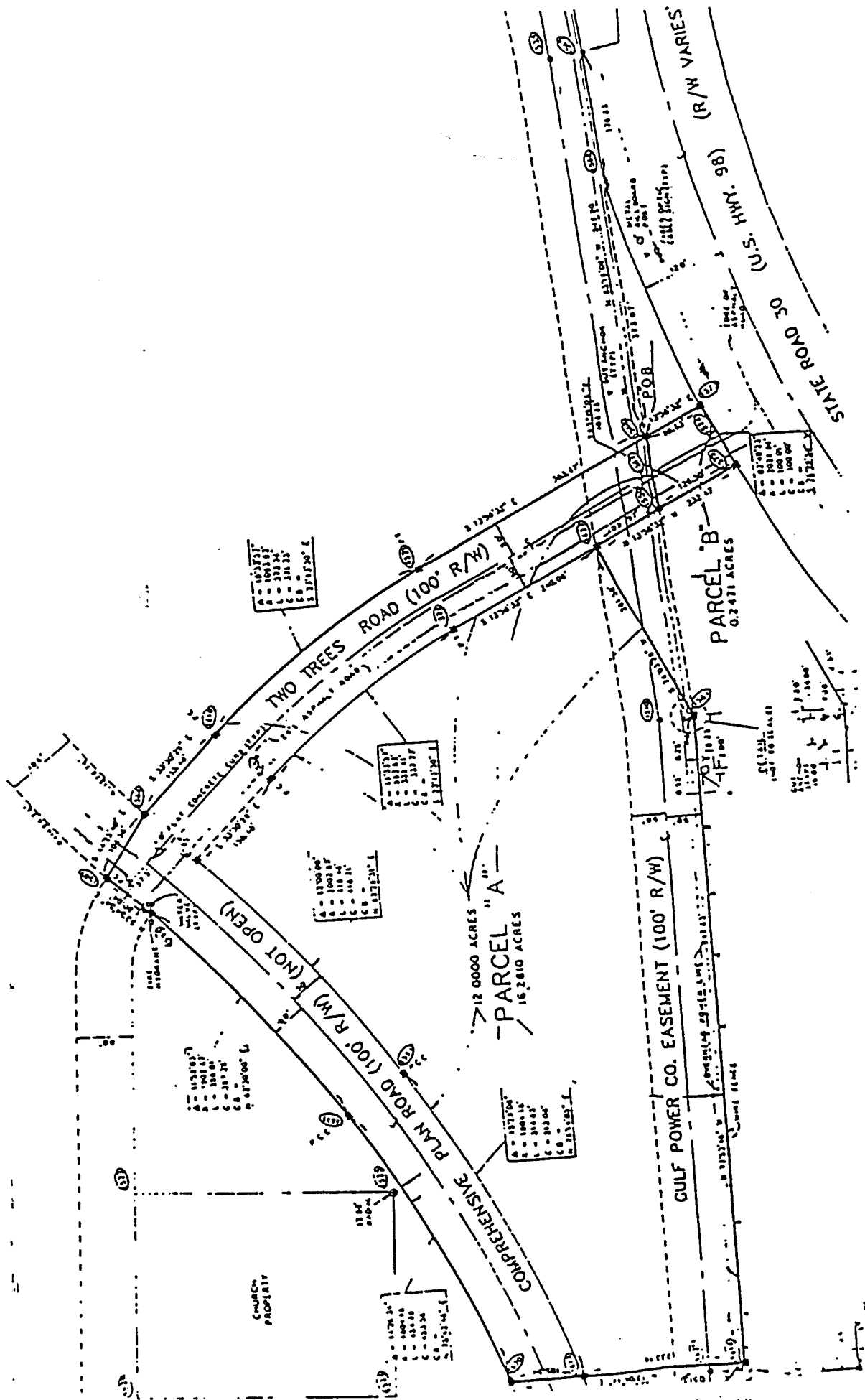
X personally known to me; or
produced
as identification and he CIRCLE ONE (did) (did not) take an oath.
WITNESS my hand and official seal this 20th day of May, 1993.

(SEAL)

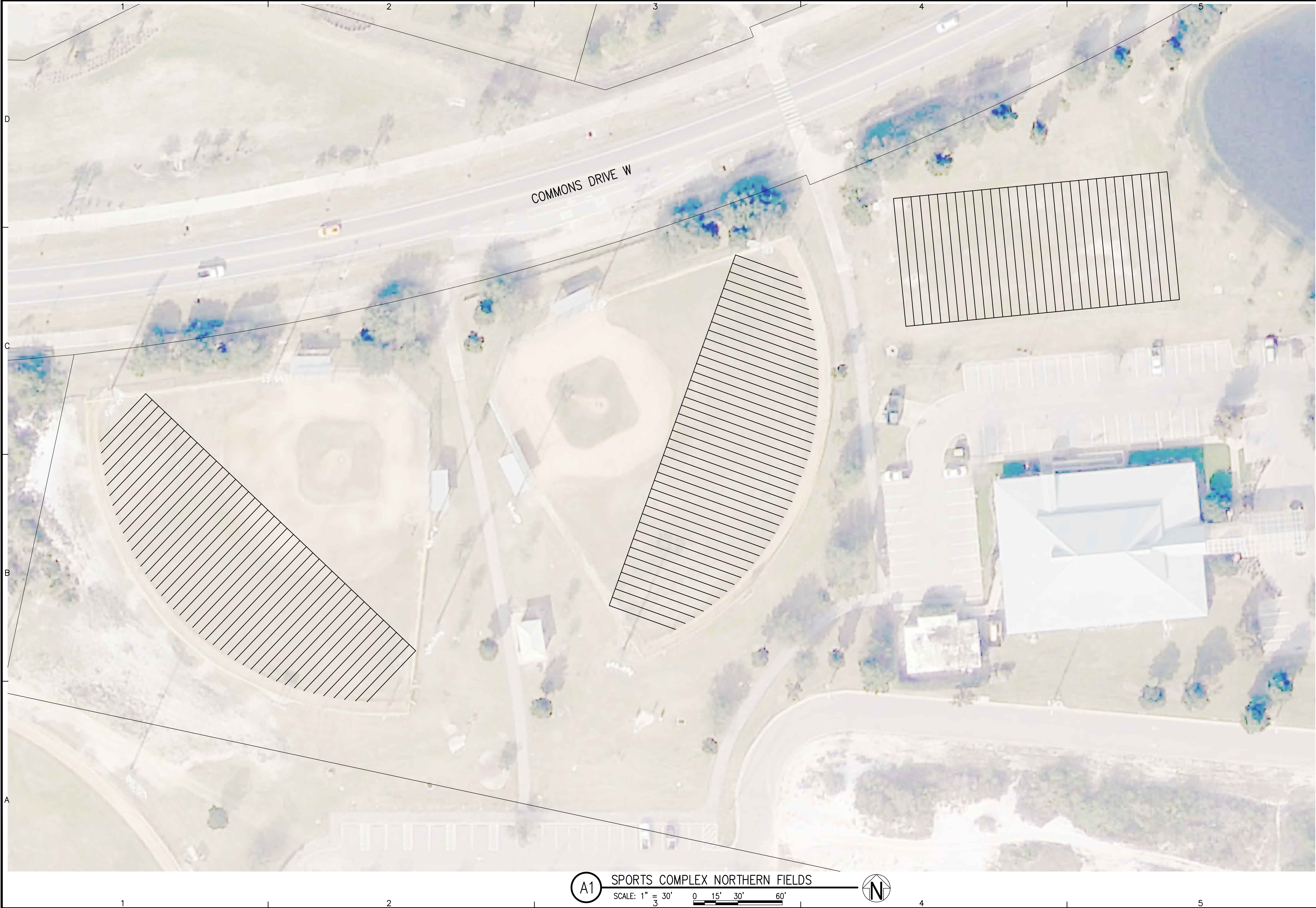


Jerome Miller
Printed Name: _____
Notary Public - State of Florida
My Commission Expires: _____
Commission No.: _____





K:\112\11278.02 Reclaim Expansion Phase I\DWG\Destin Sports Complex Northern Fields.dwg, Nov 30, 2021 -- 11:30:24AM, toverton



A1

SPORTS COMPLEX NORTHERN FIELDS

A

NORTHERN FIELDS
IRRIGATION PLAN

EXHIBIT

B

PROJECT NO:	11278.02	NO.	DATE	APPR.	REVISION / ACTION TAKEN
DESIGNED BY:	WH				
DRAWN BY:	THO				
CHK'D BY:	JEA				
PROJ. MGR:	JWJ				
DATE:	DECEMBER 2021				
		NOT RELEASED FOR CONSTRUCTION BY	DATE		

C

DESTIN
SPORTS COMPLEX

D

BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927

449 W. MAIN ST., PENSACOLA, FL 32502 (850) 438-9861
ENGINEERING BUSINESS: EB-0000340

Pensacola - Panama City Beach - Tallahassee - Mobile
This drawing is the property of BASKERVILLE-DONOVAN, INC. and is not to be reproduced in whole or in part. It is not to be used on any other project and is to be returned upon request.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.I.

TO: City Council

THRU: Lance Johnson, City Manager
Lisa Firth, Parks & Rec Director

FROM: Kyle Bauman, City Attorney

DATE: July 1, 2022

SUBJECT: Third Amendment to Morgan Sports Center Lease

I. BACKGROUND: In consideration of the amendment to the pond and water reclamation lease, DWU has agreed to lower the annual rent owed from the City to DWU for the Morgan Sports Center from \$7500 to \$7000. This will be accomplished through a Third Amendment to the Morgan Sports Center Lease Agreement (attached as Exhibit A).

II. DISCUSSION: The Original Lease for Morgan Sports Center (attached as Exhibit B) was entered into in 1997. That Lease was subsequently amended twice. The First Amendment slightly modified the footprint and the Second Amendment extended the term through 2042. If approved, this Third Amendment will lower the City's annual rent payments from \$7500 annually to \$7000 annually. The Third Amendment also clarifies the description of the property by utilizing the parcel ID number (but does not change the footprint).

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

B. Effect on Budget (EOB): None

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

D. Legislative Sponsor:

III. CONCLUSION:

Staff recommends City Council approve this proposed Third Amendment to the Morgan Sports Center Lease as it will reduce the City's annual rental obligations by \$500 per year.

IV. RECOMMENDED MOTION:

I move that City Council authorize the City Manager to execute the Third Amendment to

the Morgan Sports Center Lease.

Attachments:

1. Exhibit A - Destin Water Users City of Destin - 1997 - Morgan Sports Center - Third Amendment to Lease 2022
2. Exhibit B - Original Lease Morgan Sports Center - City of Destin

THIRD AMENDMENT TO LEASE AGREEMENT

The parties, the City of Destin, a Florida municipal corporation, whose address is 4200 Indian Trail, Destin, FL, 32541 (hereafter referred to as “Lessee” or “Destin”), and Destin Water Users, Inc., a not for profit corporation, whose address is P.O. Box 308, Destin, FL 32540 (hereafter referred to as “Lessor” or “DWU”), hereby amend the Lease Agreement dated July 14, 1997 (the “Lease Agreement”). The amendments are set forth herein below.

A. Paragraph 1.(g) entitled “Premises” shall be amended as follows:

1(g). “Premises” means the following described property situated in the County of Okaloosa, State of Florida, to wit:

Parcel number: 00-2S-22-2300-000F-0020

B. Paragraph 4. entitled “Consideration” shall be amended as follows:

4. Consideration. The consideration paid by Lessee to Lessor hereunder shall be Seven Thousand Dollars (\$7000.00) per year, which amount shall be renegotiated every five years.

All other provisions of the Lease Agreement not specifically amended herein shall remain in full force and effect.

Dated this _____ day of _____, 2022.

ATTEST:

DESTIN WATER USERS, INC.
A Florida Not-For-Profit Corporation

BY: _____
Secretary

BY: _____
Lockwood Wernet
General Manager

ATTEST:

CITY OF DESTIN
A Florida Municipal Corporation

BY: _____
City Clerk

Lance Johnson
City Manager

LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

THIS LEASE AGREEMENT made and entered into this 14th day of July, 1997, by and between the Destin Water Users, a not for profit corporation, whose address for the purposes of this Lease is P. O. Box 308, Destin, Florida 32541 ("Lessor", "DWU"), and the City of Destin, a Florida municipal corporation, whose address for the purposes of this Lease is 4200 Two Trees Road, Destin, Florida 325431 ("Lessee", "Destin").

WHEREAS, Lessor owns the Leased Premises, as hereinafter defined, on which Lessor has a permit for, and operates, a spray field for the disposal of treated waste water; and

WHEREAS, Lessee and Lessor desire to cooperate in the development and construction of a sports and recreation facility on the Leased Premises which will benefit the citizens of Destin; and

WHEREAS, Lessor and Lessee believe it to be in their mutual best interest to enter into this Lease agreement for the long term use of the Leased Premises by Lessee.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree as follows:

1. Definitions. As used in this Lease agreement, the words defined immediately below shall have the meaning stated. Words imparting the singular number include the plural number and vice versa, the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) "Development Plan" means collectively the development, construction and engineering specifications, renderings, drawings and plans of the Improvements to the Premises as more specifically described in Exhibit "A" attached hereto and incorporated by reference herein, and are subject to the Destin City Council's approval.

(b) "DWU" means Destin Water Users, a not-for-profit corporation established under and existing in good standing in the State of Florida as a corporation exempt from taxation under Section 501(12)(c) of the Internal Revenue Code, as amended from time to time.

(c) "Governmental Requirements" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, license, authorization, or other direction or requirement of any

governmental and/or regulatory national, state or local entity with jurisdiction over Destin, DWU, the Premises and/or Improvements . Governmental Requirements shall include all applicable, relevant, or appropriate Florida Statutes, Florida Administrative Code rules, and Destin Ordinances and Codes or regulations; and all Florida Statutes, Destin Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both with and outside present contemplation of the respective parties to this transaction.

(d) "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances or related materials, including, without limitation, those defined in:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.);

(ii) The Hazardous Materials Transportation Act, as amended (42 U.S.C. §§ 1808 et seq.);

(iii) The Resources Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 et seq.);

(iv) Regulations adopted and publications promulgated pursuant to the foregoing;

(v) Any other Governmental Requirement; and

(vi) Any other material, of which its use, release, disposal, or presence may result in liability under any Governmental Requirement or common law action.

(e) "Improvements" shall mean collectively the development, planning, design, permitting, construction, improvement or equipping, or any combination or combinations thereof, and related activities for development and construction of certain improvements, structures and facilities at the Premises which shall be performed generally in conformance with the Development Plan including, but not limited to, sports activities' fields, soccer fields, maintenance buildings, shade cabanas, promotional kiosk/signs, scoreboards, drainage facilities, spectator stands and other seating areas, access (ingress and egress) facilities and gates including bridges where necessary, recreational activity areas, natural preserves, nature trails, exercise areas, parking areas and field house facility, with administration, food and beverage area, sports equipment/apparel area, medical treatment/training area, and locker room/restroom facilities, which are necessary to utilize the Premises for Destin's permitted purposes and uses.

(f) "Destin" means the City of Destin, Florida, a municipal corporation established by and existing under the Laws of Florida, as amended and supplemented, including and representative or agent of Destin with respect to the Premises.

(g) "Premises" means the following described real property situated in the County of Okaloosa, State of Florida, to wit:

See attached Exhibit "B".

2. Lease. DWU does hereby demise and lease to Destin the Premises described more particularly in the attached Exhibit "B" in accordance with all of the provisions, conditions and terms herein.

3. Term. This lease shall be for a term of twenty (20) years, beginning on the Effective Date, as herein defined.

4. Consideration. The consideration paid by Lessee to Lessor hereunder shall be seven thousand five hundred dollars (\$7,500) per year, which amount shall be renegotiated every five years.

5. Maintenance. During the term of this lease, Lessee shall be responsible for the ongoing and continuous maintenance of all of the recreational facilities and other improvements, with the exception of the underground effluent disposal system and wells, located on the Premises at its sole cost and expense.

6. Uses.

(a) Lessee shall use the Premises for its sports and recreation programs and other events sponsored by Lessee, as well as other uses and purposes related thereto. Such use by Lessee is designed to include the admission of the general public to the Premises.

(b) Lessor shall continue to have the right and privilege to dispose of treated effluent on the Premises by utilizing present facilities, a proposed underground effluent disposal system (UEDS) and a proposed surface irrigation system. Utilization of the UEDES is for the benefit of the Lessor. Utilization of the surface irrigation system is for the mutual benefit of the Lessor and Lessee.

(c) Lessee shall be responsible for the maintenance and operation of the surface irrigation system during the term of this lease. Lessor shall be responsible for the operation and maintenance of the UEDES.

(d) Lessor shall have the right and privilege, at its sole costs and expense, to install necessary groundwater monitoring

wells required by regulatory agencies.

(e) Lessor shall have the right of ingress and egress to the Leased Premises to repair, maintain and monitor all facilities relating to the disposal of treated effluent.

(f) Lessor shall make every effort to ensure that the operation of the facilities relating to the disposal of treated effluent does not materially interfere with Lessee's use of the Leased Premises. In the event the operation of the facilities relating to the disposal of treated effluent does materially interfere with Lessee's use of the Leased Premises, and Lessor is unable to satisfactorily remedy the problem within ninety (90) days from notice thereof by Lessee, Lessee at its option shall have the right to terminate this lease. Lessee shall make every effort to ensure that the use of the facilities by Lessee does not materially interfere with the Lessor's use of the Leased Premises for the disposal of treated effluent. In the event that use of the facilities by Lessee does materially interfere with Lessor's use of the Leased Premises and Lessee is unable to satisfactorily remedy the problem within ninety (90) days from notice thereof by Lessor, Lessor at its option, shall have the right to terminate this Lease.

(g) Should this Lease Agreement be terminated by the Lessee in accord with the provisions of paragraph (f) above, Lessor shall remit to the Lessee the cost of the underground effluent disposal and above ground irrigation systems installed on the Leased Premises pursuant to this Lease Agreement pro rated by the number of years that the lease was in effect prior to termination under paragraph (f).

7. Improvements. Lessor shall be responsible for the development, planning, design, permitting, construction, equipping, or any combination for combinations thereof, and other related activities for the development and construction of certain improvements, structures and facilities at the Premises in accord with the Development Plan. DWU will present the cost estimates, including engineering fees, and the initial conceptual plan for the recreational facility to Destin. [Attachment A] Destin shall have thirty (30) days from the time the cost estimates and the plans are presented to the City to signify their approval. In the event the City of Destin does not approve the plan and fund the engineering fees within the thirty (30) day time period, the Lessor shall have the option of terminating the Lease Agreement.

Upon approval of the initial conceptual plan and the funding of the initial engineering fees, the final Development Plan for Destin's utilization of the Premises will be completed. Destin will have thirty (30) days from the submission of the Development Plan to approve the final Development Plan. Upon approval, Destin will furnish DWU the funds necessary to cover the cost of the

approved Development Plan. In the event the Development Plan is not approved, DWU shall have the right to terminate the Lease Agreement.

It is specifically understood that all construction after the initial phase of the Development Plan will be the responsibility of Destin and that operation of the improvements, other than the underground portion of the effluent disposal system, shall be Destin's responsibility, including but not limited to, maintenance, utility bills (electricity, sewer, water, telephone, etc.) DWU shall be responsible for the operation and maintenance of the underground portion of the effluent disposal system.

8. Title to Premises and Improvements. Title to the Premises shall remain vested with DWU, subject to the covenants, conditions and terms of this Lease, and Destin shall have no interest in the title to the Premises but shall only have a leasehold interest thereto. Permanent Improvements made to the Premises which relate to the effluent disposal system and the irrigation system shall be vested with DWU who shall have title thereto, subject to the covenants, conditions and terms of this Lease. Title to all other Permanent Improvements shall be vested with Destin subject to the covenants, conditions and terms of this Lease. Destin shall have control of the Premises and the Permanent Improvements, subject to the covenants, conditions and terms of this Lease Agreement. Notwithstanding the foregoing, DWU shall always retain the control necessary to ensure that all Governmental Requirements affecting the Premises and the operation of the effluent disposal system, irrigation system and water wells are complied with. Destin, with the cooperation and assistance of DWU, shall be responsible for obtaining the approval of the Federal Aviation Administration (FAA) for any Improvements to the Premises. FAA approval shall be necessary prior to the commencement of construction of any recreational facilities on the Premises.

9. Development of Improvements. All of the structures and facilities at the Premises shall be developed and constructed in accordance with applicable Destin rules, Codes and regulations. All improvements to the Premises must be in accordance with the Development Plan. DWU shall comply with the Development Plan and any changes, modifications, supplements or amendments to the Development Plan shall require the consent of Destin.

10. Insurance and indemnity. Lessee shall include the Premises under its comprehensive and general liability insurance coverages for the full amount of coverage as Lessee carries for all of its other municipal facilities. Lessee agrees to hold harmless and indemnify Lessor for any and all losses or liabilities that may be incurred as a result of the operation of the Leased Premises as a recreational complex which are the result of Lessee's negligence or the intentional acts or omissions of Lessee or any of Lessee's

agents, employees, licensees, invitees or agents.

Lessor shall include the Premises under its comprehensive and general liability insurance coverages for the full amount of coverage as Lessor carries for all of its other facilities. Lessor shall hold Lessee harmless and indemnify Lessee for any and all losses or liabilities that may be incurred arising out of:

- a) the Lessor's failure to perform any of the covenants, agreements, conditions or terms of this Lease;
- b) any laws, ordinances, requirements, orders, directives, rules or regulations of any federal, state, county or city governmental authority with regard to the operation of the Premises as an effluent disposal system or source of potable or nonpotable water;
- c) any negligent or intentional acts or omissions of Lessor or any of Lessor's agents, employees, licensees, invitees, or agents; or
- d) any toxic or hazardous waste or substance stored, spilled, or disposed of on the Premises by the Lessor or any of the Lessor's agents, representatives, employees, licensees, or invitees.

Nothing herein shall be deemed a waiver of the Lessee's sovereign immunity.

11. Compliance with Governmental Requirements. During the Lease Term, Lessor and Lessee shall comply with all Governmental Requirements as defined herein which govern or affect the Premises and the use thereof for any reason. Each party shall notify the other of its violation of any Governmental Requirement promptly after either receives knowledge thereof, and each party, shall diligently and prudently take requisite action to correct any violations of Governmental Requirements, for which that party is responsible pursuant to the terms and conditions of this Lease, as soon as reasonably possible after the discovery of same.

12. Hazardous Materials. DWU shall not knowingly use, store or permit the use, handling or storage of Hazardous Materials, with the exception of chlorine gas, on the Premises. Should any Hazardous Materials, (other than chlorine gas) be used, stored, or spilled on the Premises, DWU shall immediately commence and diligently pursue the removal of any such material and shall remediate, clean and restore the Hazardous Material area in compliance all applicable governmental requirements, and pay all fines, fees, assessments and penalties arising therefrom.

If DWU shall fail to comply with any of the provisions of this

paragraph, Destin shall have the right, but shall not have the obligation, to enter into and go upon the Premises without thereby causing or constituting a termination of this Lease or interference with DWU's use of the Premises, and to take such steps and incur such expenses as Destin, in its sole discretion, shall deem necessary to correct DWU's default, including but not limited to, making all of the repairs or replacements for which DWU is responsible and DWU shall reimburse Destin on demand for any expense incurred by Destin as a result thereof, provided, however, that Destin shall take no such steps or incur any such expenses without first notifying DWU in writing of the problem and giving DWU 10 days to correct such problem.

13. Default. Each of the following events shall be a default hereunder by Destin and DWU and a breach of this Lease:

(a) Destin shall fail to pay to DWU the lease amount when the same shall become payable and due and the same remains unpaid for forty-five (45) days after DWU's written demand for payment;

(b) DWU shall fail to perform any of the covenants, conditions and terms of this Lease on DWU's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Destin to DWU; or if DWU shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and DWU shall designate in writing a reasonable time period to cure such non-performance and its intent to do so, or, DWU having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

(c) Destin shall fail to perform any of the covenants, conditions and terms of this Lease on Destin's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by DWU to Destin; or if Destin shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Destin shall designate in writing a reasonable time period to cure such non-performance and its intent to do so, or, Destin having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance.

If an event of default shall occur and be continuing for ninety (90) days, then Destin shall have the right to terminate and cancel this Lease by giving to DWU not less than ninety (90) days

notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term shall expire and thereafter be null and void with no further force and effect. In addition to this remedy, in the event of default Destin may exercise any and all other remedies available to it at law or in equity.

If an event of default shall occur and be continuing for ninety (90) days, then DWU shall have the right to terminate and cancel this Lease by giving to Destin not less than ninety (90) days notice of such termination and cancellation, and upon the expiration of the time fixed in such notice, this Lease and the Lease Term shall expire and thereafter be null and void with no further force and effect. In addition to this remedy, in the event of default DWU may exercise any and all other remedies available to it at law or in equity.

Both parties agree that in the event of nonperformance of either party caused by an act of God such nonperformance shall not be considered an event of default.

14. Termination. Notwithstanding the term of this lease stated herein, after an initial period of five (5) years, this lease may be terminated by either party at any time upon six (6) months written notice to the other party; provided, however, that any such termination by Lessor shall be only after the finding by a regulatory agency with authority over Lessor that the Leased Premises are necessary and the most cost-effective means for the expansion of, or exclusive use in, the mission of Lessor. Upon termination of this Lease, Lessor shall have the right to re-enter and retake possession of the Premises.

15. Subletting and Assignment. Destin shall have the right to sublet certain portions of the Improvements or Premises for the administration, management, maintenance or operation of the Premises. No sublease shall grant to the lessee any benefit or right greater than such benefit or right held by Destin under the terms and conditions of this Lease. Any such subletting or agreement shall be in compliance with the Governmental Requirements and all other covenants, terms and conditions of this Lease. This Lease shall not be transferred, sublet or assigned, without DWU's written consent thereto, which consent shall not be unreasonably withheld. Any subletting or assignment not in compliance with this paragraph shall be null and void with no force and effect.

16. Expiration of Term.

(a) Within 6 months of the end of the initial lease term, both parties to this Lease Agreement shall give written notice to the other party either that that party wishes to engage in renegotiation of this Lease Agreement or that that party wishes to

terminate the Lease Agreement at the end of the initial term. To the extent that parties have not come to a final agreement at the end of the initial lease term, but are in the process of negotiating in good faith a new Lease Agreement, the terms and conditions of this Lease Agreement shall continue in full force and effect until the new Lease Agreement is finalized or the parties agree to terminate the negotiations for a new Lease Agreement.

(b) At the expiration of the initial Lease Term, Destin shall peaceably return to DWU the Premises. It is understood and agreed that upon the termination or expiration of this Lease that Destin shall have the responsibility for the removal of all Permanent recreational improvements and for the restoration of the Premises to a condition reasonably acceptable to DWU. It is also understood that all temporary or non-attached improvements or additions to the Premises, which shall include, but are not limited to: stadium/field lighting; scoreboards; bleachers and fences, shall remain the property of Destin at the expiration or termination of this Lease. All Permanent Improvements associated with the irrigation system, wells or underground effluent disposal system shall either become or remain the property of DWU at the termination of this Lease Agreement.

17. Dispute resolution. Any controversy, claim, misunderstanding, cause of action, matter in question, breach or disagreement arising out of, or relating to, this Lease (hereinafter called "Dispute") shall be decided by the Circuit Court of Okaloosa County, Florida. The party seeking a resolution of a Dispute must provide the other party with written notice describing the Dispute, allow the responding party to file a written response within 10 days and meet at least once with the responding party within the thirty (30) day period immediately prior to filing a complaint with the Circuit Court.

18. Environmental Warranty.

(a) Being familiar with the Leased Premises, and in reliance on a Phase I Environmental Study conducted by Smith and Gillespie Engineers, Inc., Lessor warrants that the Leased Premises contain none of the following: (i) hazardous substances, pollutants or contaminants, as defined in the Comprehensive Environmental Response Compensation and Liability Act or other similar state or Federal environmental legislation; or (ii) underground storage tanks. Lessor agrees to defend and save Lessee harmless from and against any and all losses, claims, liabilities, judgments, damages, penalties, expenditures, costs, including reasonable attorney's fees, or other expenses which Lessee may suffer or incur as a result of a breach of the foregoing warranty.

(b) Being familiar with the processes involved with the disposal of treated effluents as provided in this section, Lessor

hereby warrants that such disposal will be distributed in a manner consistent with local, state and federal laws, rules and regulations and shall not cause or contribute to any cause of action under the Comprehensive Environmental Response Compensation and Liability Act or other similar state or federal environmental legislation. Lessor agrees to defend and save Lessee harmless from and against any and all losses, claims, liabilities, judgments, damages, penalties, expenditures, cost, including reasonable attorney's fees, or other expenses which lessee may suffer or incur as a result of a breach of the foregoing warranty.

19. Miscellaneous.

(a) Operation. Lessee shall keep the Leased Premises clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s). Lessee shall develop, operate and maintain any improvements to the subject property so as not to unreasonably interfere with the property rights of the adjacent property owners.

(b) Notices. Any and all notices required to either party shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Destin: Office of the City Manager
Destin City Hall
4200 Two Trees Road
Destin, Florida 32541

If to DWU: Destin Water Users
P. O. Box 308
Destin, Florida 32541

or such other address as either party may from time to time specify in writing to the other.

(c) Legal Representation. Each respective party to this Lease has been represented by counsel in the negotiation of this Lease and accordingly, no provision of this Lease shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this Lease or any covenant,

condition or term thereof.

(d) Further instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Lease.

(e) Effective Date. The date of this lease will be the date after the last one of the Lessee and the Lessor have signed this Lease Agreement and the City Council of the City of Destin has adopted an ordinance approving this Lease Agreement (the "Effective Date"). The ordinance adoption process is a dynamic process subject to public participation and the ordinance adoption process is discretionary with the Council. Therefore, Lessee may unilaterally withdraw from this Lease Agreement if the City Council fails to adopt the ordinance on or before July 1, 1997.

(f) Entire Agreement. This Lease Agreement contains the entire agreement between the parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Lease Agreement shall be void and ineffective unless made by a writing signed by Lessor and Lessee. Lessee agrees that it will not use its ability to enact ordinances to modify the duties, obligations, rights and liabilities of DWU under this Lease Agreement in derogation of the language of this section. Ordinances passed by the City subsequent to the execution of this Lease Agreement which affect the duties, rights, obligations and liabilities of all persons within the city limits of Destin shall not constitute a breach of this provision.

(g) Headings. Paragraph headings of this Lease Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

(h) Multiple Counterparts. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) Attorney's Fees and Costs. In any Dispute arising out of or pertaining to this Lease, the prevailing party shall be entitled to an award of its attorney's fees and costs, whether incurred before, after or during litigation or at the appellate level.

(j) Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(k) Recording. This Lease shall be recorded in the public records of Okaloosa County, Florida.

(l) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this Lease shall survive and remain in effect.

(m) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Destin. Wherever possible, each provision, condition and term of this Lease shall be interpreted in such a manner as to be valid under applicable law. A finding that any term, provision or condition of this Lease is invalid or prohibited under applicable law shall not affect the remaining terms, provisions or conditions of this Lease or of any documentation executed and delivered pursuant hereto.

IN WITNESS WHEREOF, the parties hereby have caused the signatures of their officers to be set hereunder and the seals to be placed thereon to be effective as of the latest date of execution.

DATED this 14th day of JULY, 1997.

ATTEST:

DESTIN WATER USERS,
Destin, Florida

By: Carolyn L. Lantel

By: Herb Brough
Herb Brough, President

ATTEST:

CITY OF DESTIN,
a Florida Municipal Corporation

By: Carolyn L. Lantel

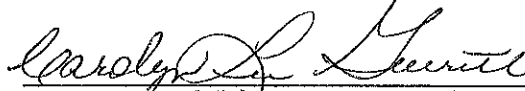
By: Robert A. Mearns
Robert A. Mearns,
City Manager

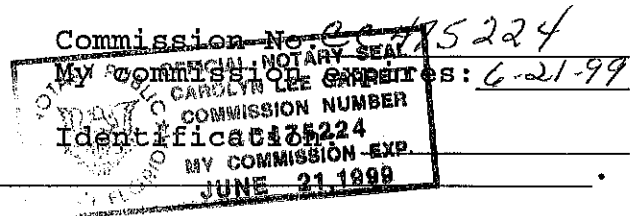
FORM APPROVED:

J. Jerome Miller
J. Jerome Miller, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing was acknowledged before me this 14th day of JULY, 1997, by Herb Brough and Robert A. Mearns, the President and City Manager, respectively, of Destin Water Users and the City of Destin, who are personally known to me or have produced the identification referenced below and who did take an oath.


Notary Public State and County
Aforesaid



c:1823

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 20, 2022
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 Jim Bagby
Councilmember Kevin Schmidt	Councilmember Dewey Destin
Councilmember Johnny King	Councilmember Bobby Wagner
Councilmember Terésa Hebert	Councilmember Rodney Braden

Destin City Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Public Information Manager Catherine Card	Public Works Director Michael Burgess
Code Compliance Deputy Director Danny Sullivan	Grants/Project Manager Jeffrey Cozadd
Parks & Recreation Director Lisa Firth	Senior Planner Daniel Butler
Parks & Recreation Dep. Director Ryan Reed	Finance Director Krystal Strickland
Community Development Director Louis Zunguze	Principal Planner Steve O'Connor
Land Use Attorney Kimberly Kopp	City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Pastor Steve Farris of the First Baptist Church of Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

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

1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS

A. Proclamation - Parks and Recreation Month 2022

The mayor read the Proclamation designating the month of July 2022 as *Parks and Recreation Month* in the City of Destin, and then presented it to members of city staff and the Parks and Recreation Committee.

B. Request to build a high school baseball park at Morgan Sports Complex – Destin High School

Mr. Philip K. Dorn, Athletic Director of the Destin High School, gave the following presentation:

Purpose:

To initiate a teamwork opportunity between the Destin City Council and the Destin High School.

The Current State of Destin High School Baseball:

Destin High School opened its doors on August 10, 2021 and initiated 21 varsity sports during the 2021-2022 school year. The first ever varsity baseball team began its first practice on January 24, 2022 at the Destin Elementary School ballfield. At that time there was not a NFHS compliant baseball field in the City of Destin capable of meeting standards for interscholastic competition. Through the efforts of Lisa Firth and Ryan Reed of the City of Destin, Parks and Recreation Department, and Destin High School, an attempt was made to repair and upgrade the Destin Elementary School Baseball Field into a compliant field for practice and games. The City of Destin Parks and Recreation rebuilt the infield, pitcher's mound, and repairs the safety fence down the third base line. However, after meeting with FHSAA Baseball Umpires, it was determined that it would take the following additional upgrades to make the Destin Elementary Field safe and compliant for interscholastic baseball games:

- Repair or replacements of lights – estimated at \$10,000 to meet safety requirements
- Additional fence repairs to the 1st base line safety fence estimated at \$8,500
- Rebuild of baseball backstop estimated at \$15,000
- Baseball netting added to outfield fence to extend protection for the Destin Elementary School portable classrooms estimated at \$4,686.
- Total estimate to repair the Destin Elementary School baseball field into a compliant high school baseball field is \$38,186.

These estimated repairs were determined at about the halfway point of the 2022 Destin High School baseball season. At that time, a decision was made to finish the season playing the rest of the games on the road due to a lack of a compliant high school baseball park in Destin. The Destin High School Baseball Team played all 25 games at opposing schools' facilities logging a mind blowing 2,537 miles of travel to play baseball. The team competed and represented this community entirely without playing one competition in the City of Destin.

After meeting with Superintendent of Okaloosa County Schools Marcus Chambers, it was determined that the current Destin Elementary School Baseball Field would only be available for the next 3-5 years before renovations to expand Destin Elementary School would begin. With this information a meeting was held with the Destin High School Baseball parents to determine fundraising and next steps. The parents determined that any money that would be raised would be better invested in a facility that would be available for many years and one that the whole community could benefit from. The request was made to pursue the possibility of renovating one of the senior softball fields at Morgan's Sports Center. It was felt that this would be a better proximity for both games and practices. It was also communicated that this would represent the Destin Community better aesthetically.

The Request to Renovate Morgan's Sports Center:

There are many mutual benefits for the City of Destin, the City of Destin Parks and Recreation, and the Destin High School to renovate one of the senior softball fields at Morgan's Sport Center into a NFHS compliant high school baseball field. The first benefit is the existing fields could be renovated easily with less expense than building a new baseball park. The senior softball fields currently provide NFHS requirements for the right and left field foul poles to be 300 feet from home plate. The existing fence could be extended to meet safety requirements, and the infield could be renovated into 90-foot base paths, a grass infield and a regulation pitching mound. These modifications could be made without moving the existing fence lines for the field. The requested field would be the field that faces the existing parking lot to the northeast. This would allow home plate to face the northeast, a preferred directional for hitters in baseball. Aesthetically, this park would be a great representation of the Destin Community, and the Destin High School.

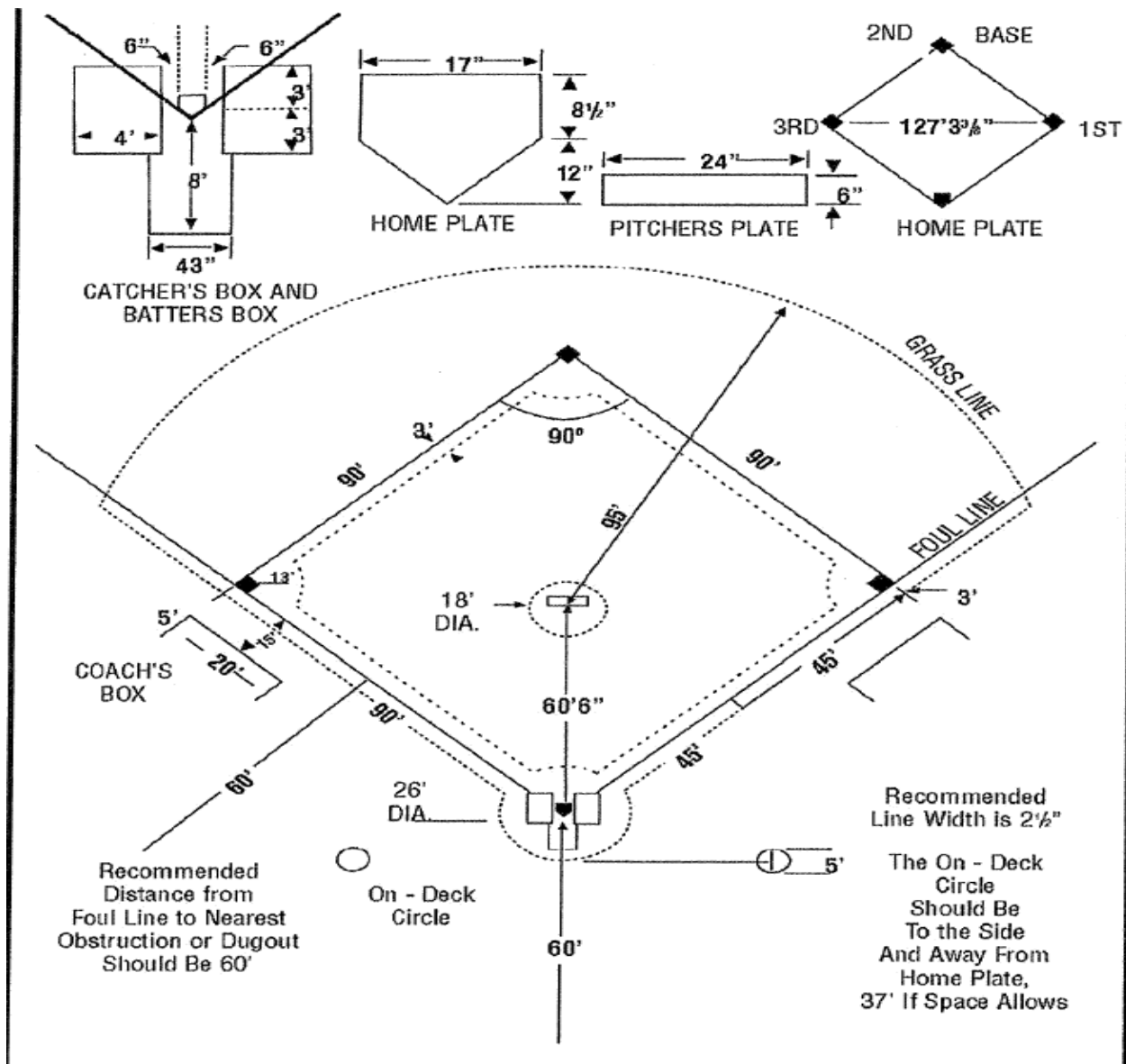
Mutual Benefits for City of Destin, Parks and Recreation, and Destin High School:

- The first and only high school compliant baseball park in the City of Destin
- Since becoming an application member of the FHSAA, this facility would allow Destin to host FHSAA tournament games
- The opportunity for Destin High School to host home high school baseball games vs. other high school communities. Bringing more visitors to Destin restaurants, hotels, and beaches
- The opportunity to provide a practice and competition site for high school baseball tournaments, camps and clinics
- Advanced programming and rentals for the City of Destin Parks and Recreation for high school baseball including organizations such as Perfect Game, and Major League Baseball
- Shared maintenance and care manpower with Destin High School and the City of Destin Parks and Recreation Department
- A community facility to build the dreams and hopes of the City of Destin's youth

Cost Estimates:

A lay in of how this renovation could occur to the northwest softball field of Morgan's Sports Center has been provided by Jack Baker, from DAG Architects Inc. This rendition would provide a 20-foot-high fence approximately 4,056 square feet foul pole to foul pole. The infield would be grass with 90-foot base paths. These renovations would meet both the NFHS and FHSAA compliance requirements.

- Fence Estimate: \$30 per running foot provided by J&P Fencing, Marianna, Florida
- Tiffway Bermuda Grass infield and labor to increase size - \$20,000 to \$22,000 – Crawford Landscaping



Councilmember Schmidt stated he is a big proponent of trying to improve their recreational facilities for their youths, and that it is of vital importance that the city continues to find ways to work together with the Destin High School and support the high school. He continued there are 6 baseball fields currently in operation at the Morgan Sports Complex. They have the ability to convert one of them to a Florida High School compliant baseball field. He urged the council to pursue this initiative.

Mr. Dorn stated that the school is fully committed to any kind of manpower, maintenance, or shared care for the facility. They intend to take care of the facility on a daily basis as they used it and make sure it stayed up to compliant levels.

The mayor inquired as to the time frame involved in committing this field to the high school.

Mr. Dorn replied that baseball practice would begin in late January 2023. At this time, they have approximately 6 months to work on the facility and have it ready for the first day of practice.

Councilmember Destin stated that he fully supports finding a solution to this problem. However, they have just completed a very large and productive softball tournament. He is concerned that if they take a field away it is going to impact that and other future tournaments at the complex. He recommends having the city staff work with the high school in finding a proper location, acquire the property and convert it into a more permanent baseball facility for the high school. He continued they are currently looking at properties that are near the Morgan Sports Complex which they may be able to acquire fairly soon. He also recommends working with the school board on this initiative since the Destin High School is part of the public school system, and that the school board will be obliged to provide construction money for the high school.

Councilmember Destin moved to direct city staff to work with the Destin High School in acquiring a more permanent location for the baseball facility for the Destin High School; seconded by Councilmember Wagner.

Councilmember Braden stated that he is all for working with the high school, and that he supports Councilmember Destin's recommendations. He continued that the Destin High School is not located within the city limits of Destin, and that they would have a hard time convincing the Destin taxpayers to donate thousands of dollars for high school projects. He added he would also be in favor of annexing the Destin High School into the City of Destin.

Councilmember Bagby stated that they all seemed to want to support the high school, but they just come at it from a different perspective. His standpoint is based on his fiduciary responsibility to the citizens of Destin, which is how he approached almost every problem in the city. He always wants to know the exact amount of what is being asked the city to spend. With regards to the school board, he believes the statute requires charter schools to show viability before requiring taxpayers to invest in their capital improvements. He recommends that Destin High School representatives approach the County School Board Superintendent to discuss the timing and the amount of capital improvement funds they could expect.

Councilmember Hebert expressed support of Council members Destin and Bagby's recommendations; adding they need to find the right place and a more permanent location for the school's sports facility in the City of Destin.

Councilmember Schmidt stated that does not believe converting one field into a high school-compliant baseball field would have a major implication on summer tournaments in the city. They should be able to work with the high school to allow the use of that field for summer tournaments.

Councilmember Schmidt noted that the high school is not asking the city to fund the entire costs for renovating the baseball field. They are merely asking the city to allow the use of that field for their upcoming season. The parents of the high school baseball team have been conducting fund raising events and are deciding where to spend all the funds that have collected. He also pointed out that the city has a budget item for renewal and replacement in this year's budget to do some repair and renovation at the Morgan Sports Center if the council approves the budget. He continued that trying to find a property to build a long-term use facility would just be one way of putting off making a decision. They already have existing ball fields that are not being used to full capacity, and that it would only take some improvements to allow the high school to use one of them for the upcoming season.

Councilmember Schmidt offered a substitute motion to direct the City Manager to direct staff to work with Destin High School in finding a way with their current budget plan, and with the high school parents' fundraising efforts, to make the necessary improvements to one baseball field at Morgan Sports Center to allow the Destin High School to use it for this upcoming season; seconded by Councilmember King.

Councilmember Destin stated that if they need a facility to use for the upcoming season, he recommends using the Destin Elementary School baseball field. This will serve as a bridge to a more permanent facility for the high school within the next 3 to 5 years.

The City Manager asked whether the substitute motion refer to the Fiscal Year 2023 budget; to which Councilmember Schmidt replied affirmatively.

Councilmember King expressed his support of Councilmember Destin's motion to find a more permanent solution to this issue.

Councilmember Bagby stated that the original motion offers him the best chance of sitting down with somebody and getting answers to a lot of his questions from the financial perspective. He also believes they will find a better solution to this issue 3 years down the road.

At this time, Councilmember Schmidt withdrew his substitute motion on the floor.

Councilmember Destin offered an amended motion to direct city staff to work with the Destin High School in acquiring a more permanent location for the baseball facility for the Destin High School Also, to direct city staff to determine the exact cost to renovate the baseball field at the Destin Elementary School to possibly serve as a temporary solution and address the present need of the high school, and to act as a bridge to a more permanent solution for the high school. Councilmember Wagner provided a second to the motion,

which passes 6-1 (Council members King, Hebert, Bagby, Destin, Wagner, and Braden voted “yes”; Councilmember Schmidt voted “no”).

C. Presentation - Little Adventures In-Destination

Ms. Aleis Tusa, Deputy Director of Marketing, Tourist Development Department, provided the following presentation:

- Last year, they allocated a portion of their marketing budget to impact their in-market tourists by the Little Adventures while on vacation, with great successes.
 - ❖ Target market spending increased double digit
 - ❖ They decided to build on that campaign this year by offering a bunch of new tactics
 - Continuing to offer golf cart rides around Crystal Beach area
 - Giving away complementary popsicles on Okaloosa Island
 - Installing graphic crosswalks, parking lot lines, and wayfinding signage all tie back to the Little Adventures (See the following samples)



Crosswalk

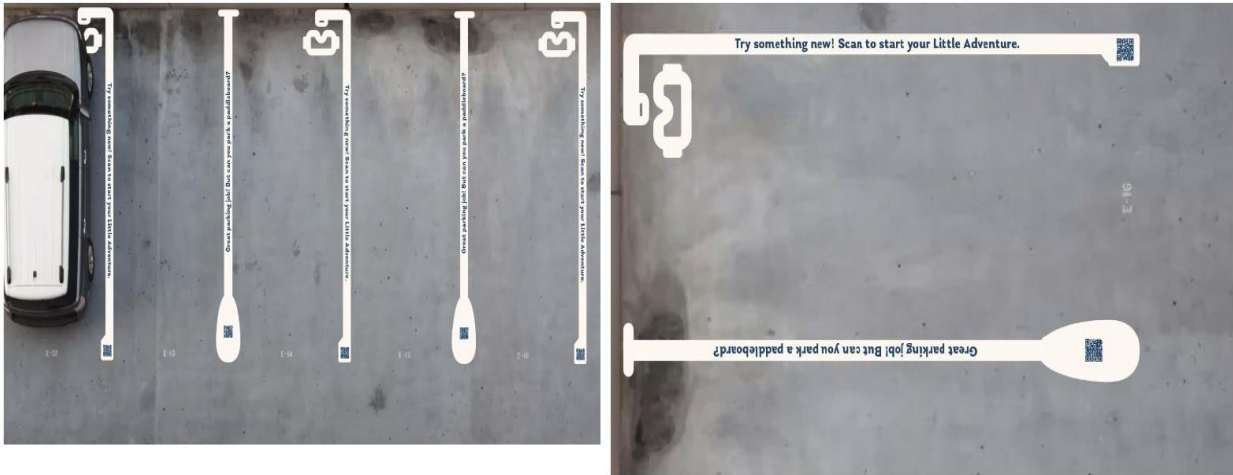
Shore at Crystal Beach



EXPERIENTIAL

Adventure parking spots

Idea: Creative parking spot messaging with QR code to Little Adventures site.



Permanent Signage Example



June White Decker Park Beach Access



Shirah Trail Beach Access



Pompano Beach Access



Ms. Tusa requests approval of council to install and incorporate some of these tactics on City of Destin property at no cost to the city. She pointed out that the crosswalks are a temporary decal, slip resistant, and they will be professionally removed at the beginning of August. Parking lot lines are also temporary and will be removed by the beginning of August.

Ms. Tusa also noted they are doing some wayfinding signage as shown above; adding that signs have already been installed throughout parts of Okaloosa County. They would like to install similar signage at Osteen, June White Decker Park, Shira Trail, Shores at Crystal Beach Park, and Pompano Beach accesses. The signage is intended to stay year-round. However, if that is not agreeable with the city, then it will only be installed on a temporary basis.

Councilmember Hebert moved to approve installation of the graphic crosswalks and wayfinding signage, in support of the Little Adventures, throughout the City of Destin; seconded by Councilmember Wagner.

Councilmember Wagner expressed his full support for this initiative.

Councilmember Schmidt asked where exactly the proposed locations for the graphic crosswalk are.

Ms. Tusa replied that the graphic crosswalk would only be installed at the Shores at Crystal Beach.

The City Manager stated they have an excellent partnership with the TDC and intend on continuing that relationship; however, this is only the first time that staff is seeing this presentation, and that the city has its own wayfinding program currently being worked on. He was not previously informed there will be a request for approval tonight. He recommends

delaying the vote on the motion until staff has a chance to review the request to make sure there are no conflicts, and that they are not approving something that is not allowable in certain areas of the city.

Ms. Tusa noted she has previously met with representatives from Parks and Recreation Department regarding this matter and were advised to bring it before this council. However, they would be glad to coordinate further with staff, if necessary.

The City Manager stated there may be some questions that would require a response from the City's Planning Division.

Community Development Direct Louis Zunguze stated they would like to see the entire package to make sure everything is consistent with the code.

Councilmember Hebert offered an amended motion to approve installation of the graphic crosswalks and wayfinding signage, in support of the Little Adventures, throughout the City of Destin; and that approval is contingent upon city staff's findings that the request is within city regulations. Councilmember Wagner provided a second to the amended motion.

Councilmember Destin recommends giving staff time to review this request and bringing it back at the next council meeting instead of approving something contingent upon further approval by city staff.

The City Attorney stated it is a highly irregular manner, but it can be done.

Councilmember Bagby recommends they table this issue to the end of this meeting and allow Ms. Tusa, Mr. Zunguze, the Land Use Attorney, and other pertinent members of staff discuss this matter outside of this chamber, take as much time as necessary, and then come back before the end of the meeting with a proposed solution.

There were no objections from the other members of the council. Individuals named above adjourned to a room outside of the Chambers to discuss this matter while the council moved on to the next agenda item – Public Comments.

The group returned right before the Public Hearing portion of the agenda, at which time the Land Use Attorney explained that the concern from the legal standpoint would be potentially opening the doors to commercial speech in the city rights-of-way and public property. They wanted to talk more about the government speech versus commercial speech aspects of this issue, but they did not have all the information. Community Development Department was not aware and so key personnel were not involved in the previous discussion with the TDC. She continued that what they have ultimately agreed to is to bring this item back on July 11th with recommendations to council after they vet the legal aspects of this matter. If they did find a way to make this work, it would not be just for the remainder of the summer, but it will be an ongoing practice for the Little Adventures year to year.

Ms. Tusa agreed to move forward with the plan as described by the Land Use Attorney.

2. PUBLIC COMMENTS

Ms. Sarah Stone, Treasurer of the Founding Board of Destin High School, noted there was a long running story in Destin that the reason they could not have a high school was because there were not enough students in the city to justify forming one. But not only did they reach their goal of 300 students this year, but they are already at 500 students for year two, with a full expectation of having 800 to 1,000 students enrolled in years 3 and 4. She explained that Destin High School is a separate entity. It is chartered by the district, but they do not automatically receive additional funding from the district. They receive funding per student registered at the school. When they receive that money, they have to be fiscally responsible to pay all their bills first, which does not leave any money for athletics. All the money raised for the school's sports program was due to Mr. Dorn's leadership. Many people volunteered their time, resources, and finances to build a high school for Destin. Morgan Sports Complex is an ideal location for the school's baseball team mainly because it is very closed to the high school. The Destin Elementary School field is not the right fit for Destin High School's athletic program. She also stated that the school was built on a property that was readily available at the time, which happened to be zoned in the county. They only had 8 months to renovate the current facility and turn it into a high school facility and get ready for the 300 students that enrolled the first year. They agree it is a great idea to annex it into the city, but no one has mentioned that idea before. She continued that the school had not asked the city for a single penny towards this project; they are merely asking for the use of a baseball field so that members of the school's baseball team do not have to travel hundreds of miles to play the game. This community is entitled to watch them play. She urged the council to reconsider their decision and allow the use of the baseball field at Morgan Sports Complex for the Destin High School baseball team.

Mr. Chris Harris, a Destin resident and member of the Executive Board of the Destin High School, spoke next. He expressed concern over the safety of the players having to travel hundreds of miles to play every game. He urged the council to reconsider allowing the use of the Morgan Sports Center baseball field. Not only that the team does not have to travel hundreds of miles to play their home games, but it is also a more presentable place for the other teams coming from out of town than the field at the Destin Elementary School. Morgan Sports Center is a nice facility with ample parking.

Mr. Daniel Frankfurt stated that allowing the use of the baseball field at Morgan Sport Center makes a lot more sense in terms of proximity, logistics, and other amenities. He continued they have had some problems with the Destin Elementary School field with regards to concessions and bathrooms. There is only one small bathroom available for hundreds of people that may attend the games. Morgan Sports Center has facilities design to accommodate those people. Concessions could also serve as a source of revenue for the city with the hundreds of customers that could potentially be attending the games. He also noted that with regards to timing, Destin High School gets out around 2:30 PM and the Destin Elementary School at 3:00 PM; at which time parents line up to pick up their kids. Asking for hundreds of people in cars and buses to go over there during those times will only add to the traffic congestion. He added that they are not asking for money from the city. They are merely asking the city to allow the use of one baseball field. He urged the council to reconsider its decision and allow the use of the Morgan Sports Center baseball field.

Mr. Josh Ullrich, a Destin resident, stated that he is very excited that Destin finally has a high school as it is very dangerous for students in Destin to have to drive on a highly congested US Hwy 98 to attend school at Fort Walton Beach or Niceville. He continued that the Destin High School baseball team had to travel to Fort Walton Beach High School and other places to practice or play their baseball games. They need to have a field in Destin where they can practice and play their home games. The field can be manipulated for different age groups, if necessary. He urged the council to support the Destin High School baseball team and give them a field where they can play and enjoy a home field advantage.

Ms. Deb Meserve, a Destin resident, told the council she is a taxpayer with no children but fully supports the Destin High School. There is a sense of pride in the demographic in Destin that has no children in school, but their sense of pride in the city is immense. She stated she is quite impressed with the school's fundraising efforts as well as their sports program. The Booster Club at the high school is exceptional. Parents of athletes are very much involved under Coach Dorn's leadership. She also likes the feel of living in a small town and cheering on a high school baseball team; but she wants to attend the games at the Morgan Sports Complex and not at the Destin Elementary School.

Ms. Sandy Trammell, a Destin resident and former council member, expressed concern over the Little Adventures presentation by the TDC. There is a sign that says "Snorkel at the Jetties" which is quite dangerous. They have rescued more people at the jetties than anywhere else on the harbor.

The mayor explained they are not encouraging people to grab a snorkel and go over to the jetties on their own. The sign leads them to a company that takes them and supervises them at that location. Little Adventures is directed to small businesses throughout the city.

Ms. Trammell also commented on the proposed draft of the franchise agreement with Waste Management, Inc. She is concerned about the proposed fines for customers putting the wrong materials on the recycle bin for fear of contamination, and that they can no longer recycle glass. She stated that no notice has been given to the citizens; adding it is not fair to implement these rules without ample notices to the citizens. She urged the council to look at these rules closely before approving them.

Mr. Lewis Figueroa, a Destin resident, stated that his three children have attended the Destin Middle School, and that the whole Destin High School concept was a little foreign to him and was against it at first. But the things a lot of people have accomplished there is quite impressive and special. Destin students having to drive over to Fort Walton Beach or Niceville High Schools is not acceptable anymore. He stated that his request to council is much broader than just allowing them to use the baseball field. He is asking the council to remove the barriers the school has been encountering. There will be a lot of projects for which the Destin High School will need some assistance and the full support of the council. He continued that the Destin High School is good for the community, for business, and for long term sustainability. It could very well be the crown jewel of the city.

Charlie Frankfurt, a Destin High School student, stated that if the high school have to spend any amount of money to renovate the Destin Elementary School baseball field, they will be in the same situation 3 to 5 years from now but with less money. He continued that they are

not facing the problem at hand by waiting. By allowing the use of the baseball field at Morgan Sports Center, concessions and ticket sales could serve a source of revenue for the city because of the hundreds of people that could potentially be attending the team's home games.

Mr. Torey Geile, a Destin resident, urged the council to base their decision on the big picture – the burden on the citizens, the maintenance and cleanup costs, any legal implications – and that their decision is made wholeheartedly on behalf of the community and not based on some emotional situations or personal declarations provided tonight.

Having no further comments from the public, the mayor closed the public comments portions of the agenda.

Councilmember Bagby stated there have been some confusion with regards to how charter schools are funded. There are two separate funding streams. One is the FTE funding provided per student registered at the school to take care of the students and to pay for other school expenses such as mortgage. The other one is the capital improvement funding to be used for construction of facilities such as stadium, parks, or gymnasium. He would like city staff to research and confirm this information and bring it back. He would also like staff to ask the school board for a copy of their capital improvement plan for the next 5 years, if possible, so they can confirm whether Destin High School is included in the plan because in 5 years the school would have crossed the 3-year threshold and there should be money in that budget now. He added that the Destin High School will get 90 percent of its funding from the school district and not from the parents' fundraising or from the city council.

Councilmember Braden commented that it was this council that provided this city a high school. If it was not for Dr. Prebble Ramswell spearheading this effort, there would not be a Destin High School. He continued that a lot of people, including members of the school's committee, assisted in that effort but it was Dr. Ramswell who is ultimately responsible for bringing to fruition. He added that this council is trying to work with the high school, and that city staff is working hard to make things happen; but, there are things they just cannot do.

3. CONSENT AGENDA

- A. Operations Financial Report
- B. Capital Project Status
- C. Purchase of Six School Zone Beacon Systems for Destin Elementary
- D. Purchase of Two Variable Message Boards
- E. Approval of minutes of June 6, 2022 Regular City Council Meeting
- F. Single-Family Residential Marine Construction Proposed at 132 Country Club Dr W
- G. Reimbursement to Councilmember Bobby Wagner for expenses incurred while attending the 2022 Institute for Elected Municipal Officials 1 (IEMO 1) program in Jacksonville, Florida, from June 9-11, 2022
- H. Regimental Military Intelligence Battalion (RMIB), 75th Ranger Regiment Training Exercise – August 15 - 18, 2022

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve Consent Agenda items 3A thru 3H, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Bagby, Destin, Wagner, and Braden voted "yes").

4. CITY MANAGER REPORTS

A. Resolution 22-09 - Maximum Fees for Vehicle Towing and Remobilization

The City Manager explained that part of the city's comprehensive regulation permits the city to set maximum permissible towing charges, which is commonly adopted by local governments throughout the state. This resolution provides modest increases in maximum towing fees that are more particularly described in the resolution.

Councilmember Hebert moved to adopt Resolution 22-09; seconded by Councilmember Schmidt.

Councilmember Bagby stated that he does not feel proposed \$25 increase is enough since they have not updated the towing fees since 2015 and that the price of gas is sky high. He recommends adding another \$25 to the proposed increase.

Councilmember Hebert offered an amended motion to adopt Resolution 22-09, and to increase the proposed maximum fees for private property towing and storage for Class A, Class B, and Class C vehicles by an additional \$25.00 as follows:

Class A vehicles - \$175 per vehicle

Class B vehicles - \$250 per vehicle

Class C vehicles - \$350 per vehicle

Councilmember Schmidt provided a second to the amended motion.

Councilmember Destin noted that some towing companies originally asked for \$25 increase, and this is more than what they asked for; adding he would support the original request.

Motion passed 5-1 (Council members Schmidt, King, Hebert, Bagby, and Wagner voted "yes"; Councilmember Destin voted "no"; Councilmember Braden left the meeting prior to the item being heard).

B. Draft Solid Waste Franchise Ordinance

The City Manager explained that the City of Destin is in the final year of a five-year solid waste services franchise agreement with Waste Management, Inc. This franchise agreement will expire on September 30, 2022. The council previously directed staff to work with representatives from Waste Management to structure proposed services and bring information back to council. He continued that the franchise fee is currently at 1 percent. It can be increased to a maximum of 6 percent at the discretion of the council. He also noted that based on the previous discussion of the council, the franchise fee was to be dedicated as a funding source for the parks and stormwater improvements. He pointed out that the draft ordinance is not being presented on first reading tonight. Staff is looking for directions from the council before bringing this document back for first reading.

Councilmember Destin referred to the following section of the proposed ordinance:

Section 18K: *Single stream materials containers may not contain more than 10% non-recyclables or any excluded materials. A container is “contaminated” when, based on visual inspection, it has more than 10% non-recyclables or any amount of excluded materials.*

Councilmember Destin stated that more analysis is needed to better understand this section and to determine what effect this section has on recycling; adding they need to thoroughly educate the public on this issue or recycling will stop.

Councilmember Destin also opined that the overage charge of 25 percent of the residential rate is a little excessive.

Councilmember Destin does not feel it is a good idea to memorialize where they would spend the franchise fee in the ordinance as it would not afford them any flexibility as they would need to amend the ordinance each time they decide to go on a different direction. He recommends removing that portion from this ordinance.

Councilmember Wagner agreed with Councilmember Destin to not include in the ordinance how the franchise fee is to be used. He also expressed that he is in favor of overage fees and placing the right materials in the right bin; adding that residents need to be accountable. They need to learn the rules and abide by them. He also recommends the city publishing educational materials online, as well as adding a language in the ordinance whereby any new rules and regulations to be placed on stickers which go on the garbage cans.

Councilmember Bagby noted that the effective date of franchise agreement should be October 1, 2022 and not “*immediately upon adoption by the city council*” as written in the proposed ordinance. This will give them enough time to inform the public of the rules once the ordinance is adopted.

Councilmember Bagby stated that he would support not dedicating the franchise fee to certain expenditures in the ordinance as long as they have similar wording as what is in the FPL; adding they need to have money identified for known priorities such as undergrounding the utilities. He also stated he would not support a 1 percent franchise fee as he feels it is not enough. He would like to find some mutually agreed upon language on the franchise fee and mutually agreed upon percentage on the franchise fee.

Councilmember Bagby also stated that he would support the overages and recycling fees as long as the public is properly informed.

Councilmember Schmidt echoed the same sentiments of other council members about the need to properly inform the public of the changes and the new rules. He also stated that he would not be supportive of fees for overages as credit is not given to residents at times when the garbage can is not put out and when it is not collected.

Councilmember Destin moved to direct the City Manager and City Attorney to bring back to council the proposed Solid Waste Franchise Ordinance for first reading and set the franchise fee at 3 percent, seconded by Councilmember Bagby. Motion passed 6-0

(Council members Schmidt, King, Hebert, Bagby, Destin, and Wagner voted “yes”; Councilmember Braden left the meeting prior to the item being heard).

C. Code Compliance Director Confirmation

Councilmember Schmidt moved to confirm Ms. Kimberly Corbin as the Code Compliance Director; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Wagner voted “yes”; Councilmember Braden left the meeting prior to the item being heard).

D. Lien Reduction Request

The City Manager explained that the respondent is requesting that council reduces his code compliance lien totaling \$282,250 down to \$20,000. Staff recommends that reduction of the lien not to exceed 50 percent of the total lien amount, or not to reduce it at all.

Attorney Stephen Tatum noted that he represents Mr. Mercer Williams, owner of Sandman Development, Inc., and the property at 1 Calhoun Avenue. In June 2019, the city’s Code Compliance Special Magistrate found that a building located at 1 Calhoun constituted a nuisance and ordered the property be demolished. The order stated that fines accrue at a rate of \$250/day beginning May 4, 2019 until the violation was abated. This order also constitutes a lien against the property filed in the public records of Okaloosa County. The offending structure was removed on June 13, 2022. Prior to that he contacted the city’s Land Use Attorney Kim Kopp, on behalf of Mr. Williams, to request they be allowed to pay the contractor removing the structure directly and to cooperate with the city in any way possible to facilitate the removal of the structure. As a result of those discussions, an agreement was reached whereby fines stopped accruing against the property on June 6, 2022, and the City agreed to place on the agenda for City Council discussion a request to reduce the amount of code violation fines owed.

According to Mr. Tatum, Mr. Williams, to his recollection, never received a notice of violation or a notice of hearing from the city. It is entirely possible the notices were mailed to the authorized representative address for another now-dissolved corporation with the same name as Sandman’s but having nothing to do with Mr. Williams Property. He also that Mr. Williams has had some very traumatic events in the last three years that have hampered his ability to respond to many of his day-to-day activities and duties. In 2019, Mr. Williams was in a serious car accident, which left him with head injuries that have impaired his memory and concentration. He was in the hospital for over a month recovering from those injuries. During this time, his wife became seriously ill and required regular treatments. She eventually passed away in 2021. Mr. Williams’ sister also passed away suddenly in 2020. Mr. Williams’ energies were focused on more immediate and important issues during the time of and immediately after the code compliance actions.

Mr. Tatum noted that the current amount of the fines, if they are assessed against the property at the full \$250/day rate up until June 6, 2022, is \$282,250, which is a huge sum of money and is an excessive fine for a nuisance that cost less than \$5,750.00 to abate. Code compliance fines are assessed not so that the City can generate income but as a means to persuade compliance with the applicable regulations. In this case, a fine much less than the above amount would suffice to make a reasonable person acting with all the pertinent

information sit up and take notice that something needs to be done. However, Mr. Williams was severely distracted during the time when the code compliance actions were taking place and was not aware of the lien and fines until just recently when a title search was performed in preparation for a closing on the property. He continued that Mr. Williams immediately contacted his office for assistance, and they immediately reached out to city staff to determine what, if anything, could be done.

Mr. Tatum requests a reduction of the fines to \$20,000, stating that this amount is more than adequate to compensate the city for its time and efforts dealing with the nuisance, and to put other potential violators on notice that nuisances should be abated in a timely manner and that the city is serious about enforcement of its codes.

Councilmember Schmidt asked how many times they have sent the Notice of Violations to this property before the lien was imposed.

According to the Land Use Attorney, the city had provided at least two notices. Some “return to senders” were received, which is why the property was posted in accordance with the statute. She also stated that when the hearing occurred, there was a Notice of Violation and a Notice of Hearing issued by city staff. In addition to the formal written notices, they had conversations with the respondent’s attorneys. They also had phone communications with some former Code Compliance staff, which included the previous director. City staff made many attempts to reach out to the property owner by phone or by their attorneys, but to no avail.

Councilmember Schmidt stated they are fortunate to have the ability to take the action they took in this case in 2019. He expects similar action to be taken against other properties or businesses who do not follow the rules. He then inquired as to the amount of the contract for the purchase of the property.

Mr. Tatum noted that the sale price was \$5.5 million. It was purchased at \$2.4 million in 2003.

Councilmember King expressed that if they show leniency for Mr. Williams on this lien, several others may follow suit.

According to Councilmember Hebert, there are several properties throughout the city they are trying to schedule before the Special Magistrate and stop them from violating the code. They want people to realize they are expected to follow the rules. They cannot afford to show leniency to one because it sets the city up for failure. They need everyone to abide by the code. She added she is not in favor of showing leniency in this case.

Councilmember Bagby moved to deny the applicant’s request for lien reduction and charge the full amount of the lien; seconded by Councilmember King.

Councilmember Bagby stated that this case involved an iconic parcel, which is the other half of the western gateway to the City of Destin. The city spent years and millions of dollars trying to build a brand. The brand people have seen when they cross that bridge for far too long was that piece of property. The property owner needs to pay the full amount for what he has done to this community.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Wagner voted “yes”; Councilmember Braden left the meeting prior to the item being heard).

E. Announcements

The City Manager and staff made the following announcements:

- Budget hearing #1 on September 8th at 5:30 PM Regular Council Meeting
- Destin Youth Council membership application currently underway
- Update on the grant application to FDEP for \$70,000 for the city to undertake a vulnerability assessment
- Budget Workshop #2 on Thursday, June 23rd, at 5:30 PM
- City Council Workshop on LDC rewrite on Tuesday, June 28th, at 5:30 PM
- July 4th – City facilities will be closed. Fireworks display at the usual location begins at 9:00 PM
- City’s Annual Bike Parade and Family Day at the Destin Elementary School on June 30th

5. PUBLIC HEARINGS

A. Gilligan’s Boatworks – A Major Development Order (21-37-SP)

The City Attorney sworn in the following individuals for testimony:

- Steve O’Connor – Principal Planner
- Daniel Butler – Senior Planner
- Ed Stanford – CORE Engineering & Consulting, Inc.
- Mike Abadie – Property Owner

The City Attorney asked whether any of the mayor and council members have had any ex-parte communications regarding this project. The mayor and all the council members present replied that no ex-parte communications have occurred.

Upon request by the Land Use Attorney, and no objections raised by the applicant, the mayor entered the staff report and all its attachments as Staff Exhibit A.

Mr. Daniel Butler, Senior Planner, presented the project providing the following information:

- Mr. Ed Stanford, on behalf of the ABC Amusement Co., is requesting approval for a Major Development Order. The project is located at 531 Mountain Drive, with the property totaling approximately 0.90 acres. The applicant is proposing approximately 2,000 square foot boat maintenance, repair, and storage facility, along with the associated site infrastructure.

- The property has a Future Land Use Map Designation and Zoning Designation of Commercial Trades & Services (CTS). The proposed use is consistent with these land use regulations. The project, as required by the Comprehensive Plan and the Land Development Code, has undergone a compatibility review and meets the minimum requirements.
- As proposed, the project meets the dimensional requirement such as setback, open space, and building height. The required 10-foot public sidewalk is proposed to be constructed within the private property per LDC 8.09.03(A)6(a).
- The applicant submitted a Variance Request application to allow for the proposed development to implement 24 parking spaces, which is above the maximum allowed parking by the LDC. The Board of Adjustment approved such Variance Request on December 8, 2021.
- The City Manager's stormwater designee approved the stormwater plan on June 13, 2022, under the condition that during construction, the contractor and engineer shall field verify stormwater management system piping and structures within the Mountain Drive right-of-way. Contractor/Engineer shall contact and coordinate with the City of Destin Community Development Department – Engineering Division to confirm existing conditions and adjust detail as necessary for the relocation of the existing dome inlet.
- Staff recommends approval of Gilligan's Boatworks, a Major Development Order, as submitted.

Councilmember Hebert moved to approve Gilligan's Boatworks, a Major Development Order. Councilmember Wagner provided a second to the motion.

The mayor opened a public hearing to receive comments for or against the proposed project. Having none, the mayor closed the public hearing portion of this item and sent the matter to the city council for discussion and consideration.

Mr. Ed Stanford, representing the applicant, explained that Gilligan's has a boat rental on the harbor. During the off-season, a lot of maintenance is performed on that property. For the most part, the goal is to bring that maintenance off US Hwy 98 and be able to enhance the property to abide by the character of the harbor and utilize the property as the maintenance property in the off-season. A privacy fence will be placed on the property.

Councilmember Bagby asked whether the property owner is allowed to lease the parking spaces.

Mr. Steve O'Connor noted that issue was not discussed between city staff and the applicant for the development order; adding it will be an additional use to the property. He also noted there are shared parking agreements that could be allowed and would need to be approved by staff.

The Land Use Attorney opined that if the council wishes to disallow it, they could make it a condition of the approval.

Mr. Mike Abadie, the applicant, explained there is not a proper sidewalk to use it for customer parking at this time. He can use it for employee and valet parking, which would then eliminate the need for the sidewalk. He continued that when his neighbor develops their property, they would be required to put in a proper sidewalk. When he can put in a continuous sidewalk on his property to the crosswalks by the round-a-bout at Benning Drive, then he can have customer parking.

Mr. Butler clarified that to utilize the shared parking, the LDC requires a continuous pedestrian facility all the way to the location. Right now, there is not a continuous sidewalk so the most feasible route would be to go east by the old house at the corner of Benning Drive, and then south to the crosswalk and continuing south to the harbor; adding there is a missing sidewalk connection directly east.

Mr. Stanford explained that during the review, because they could not fit the sidewalk in the right-of-way, and they did not have as-built drawings for the stormwater system in that right-of-way, they ended up pushing that sidewalk on Mr. Abadie's property completely in the hopes they would be a plan for the remainder of Mountain Drive. He added, if they do not need to build a sidewalk there today, or if they can bond out that sidewalk, they would rather do that than build a sidewalk to nowhere.

Councilmember Bagby expressed concern over the future owner of the property. He pointed out that there is a residential use both to the east and to the north of the property, and they need to prevent those parking from being leased out at some point by a future owner of the property. It then becomes a revolving parking lot throughout the evening with cars shuttling in and out of the lot. He recommends putting a restriction right now to not allow parking to be sublet or shared.

Mr. Stanford noted that Mr. Abadie has two businesses that reside on one parcel and that the current intent is to use this parking for both businesses, mostly in the evening for the restaurant which closes at 9:00 PM.

According to Mr. Abadie, he has a plan to add some more docks and rent slips out to the public for his business.

The Land Use Attorney noted it would be a separate application that would have to come back to council for approval. They could then address the parking issue at that time.

Motion passed 6-0 (Council members Schmidt, King, Hebert, Bagby, Destin, and Wagner voted "yes"; Councilmember Braden left the meeting prior to the item being heard).

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

A. Councilmember Braden

1. Signage from Airport Road to the Marler Bridge

B. Councilmember Wagner

1. Fleet Management Plan

Councilmember Wagner moved to direct staff to put out an RFP for Fleet Management Program being offered by other companies and bring back information to council; seconded by Councilmember King. Motion passed 5-0 (Council members Schmidt, King, Bagby, Destin, and Wagner voted “yes”; Council members Hebert and Braden left the meeting prior to the item being heard).

2. Institute for Elected Municipal Officials 1 (IEMO 1) program - take aways

Councilmember Wagner stated that the IEMO class he recently attended was amazing, and that he recommends everyone in the council considers attending it.

C. Councilmember Destin

D. Councilmember Bagby

1. Procurement Policy

Councilmember Bagby noted that this item will be placed on the July 11, 2022 council meeting agenda.

E. Councilmember Hebert

F. Councilmember King

Councilmember King stated that he wavered back and forth about allowing the Destin High School baseball team the use of a baseball field at Morgan Sports Center; however, after hearing comments about this issue from several citizens during the Public Comments portion of this meeting, he now feels there is no other place that would make any sense than the Morgan Sports Center. If there is a way to work with the city to allow the use of a baseball field at the Morgan Sports Center, then he would support it.

G. Councilmember Schmidt

1. Morgan Sports Center capital project

Councilmember Schmidt stated that Morgan’s Sports Center needs some improvements and recommends looking into a long-term upgrade for the facility. For instance, putting in real turf rather than grass may be expensive, but it would alleviate long term cost in replacing the sod from time to time. He also stated that according to the Parks and Recreation Director and staff, some money will be allocated into the budget that is going to allow them to make some needed improvements to that facility.

Councilmember Schmidt also noted that the council received via email a very detailed lengthy list of potential code violations/allegations about livery vessels and bareback charters.

He recommends having citizens enter their potential code violation complaints online rather than just emailing them to the council so they can easily be followed up by staff.

Code Compliance Deputy Director Danny Sullivan stated that when citizens entered their complaints in the system, it prompts the Code Compliance officers and they quickly investigate and make sure they annotate what action is taken in the case.

According to the City Manager, they are getting closer towards a true 311 system where those complaints are being called in and they are automatically converted into a folder in the system so staff could easily follow up on the problems. He also noted that the state statute was recently revised to state that if the public wants something to be investigated by code enforcement officers, the complainant will need to provide their name and address before any action can be initiated by the officers.

Councilmember Schmidt expressed the need to have a process in place to control illegal business operations or “pop up businesses” in the city and to catch those who are operating illegally. They also need to have a process to educate business owners who may be thinking they are operating legally but unaware of the rules, or who are actually being misinformed by others.

Lastly, Councilmember Schmidt stated that he truly believes the presentation by the Destin High School tonight was taken out of context by some people. A lot of the parents of students, and those who spoke tonight, are Destin residents. The request was for the city to simply work with the Destin High School in trying to convert a baseball field at the Morgan Sports Center into a high school-compliant baseball field to be used by the Destin High School baseball team. There were no demands, and it is a no cost to the city; but their response was to find somewhere else for them to go. He hopes that with the motion that was adopted tonight, they will keep an open mind and see if they can work things out with the Destin High School.

The mayor called upon Mr. Lockwood Wernet, Executive Director of the Destin Water Users, to talk about the agreement between the City of Destin and the Destin Water Users regarding the fields.

Mr. Wernet explained that the land at the Morgan Sports Complex where the softball and soccer fields are located is owned by the Destin Water Users. There was a lease agreement made in 1998 that allows the City of Destin to set improvements on that property. The lease was renewed in 2004 for 38 years, which will terminate in 2042. Destin Water Users is agreeable to considering the requests of the Destin High School, but they would like to get involved in the discussion. They have three sewer waterlines that run by the left field foul pole. There is an underground disposal and surface spray that helps irrigate the fields. There is a lot of infrastructure in the ground, and they want to make sure they are not negatively impacted.

H. Mayor Gary Jarvis

Mayor Jarvis stated that one of the first things they should consider is incorporating the Destin High School into the city. Morgan Sports Complex was developed for the City of Destin, and they leased the land where the playing fields are located from the Destin Water Users. The lease allows the city to make improvements on the property. Mr. Wernet would like to

participate in the discussion about converting one of the softball fields into a high school-compliant baseball field, which is not only feasible and doable, but it also makes a lot of sense. He is in favor of developing that field for the Destin High School who will hopefully be located within the city limits of Destin in the near future.

Councilmember Destin stated that as the maker of the motion regarding the use of the Morgan Sports Center field versus the Destin Elementary School field, he wants to make it clear that he wants staff to have the opportunity to determine how much it would cost to improve each one and then bring the options back to the council. They just do not have all this information tonight. They also need to maintain the ability for the Destin Water Users to protect their infrastructure or they could face termination of their lease agreement.

- I. Land Use Attorney
- J. City Attorney

The City Attorney requests the council call for an executive session on July 11th prior to the regularly scheduled council meeting to discuss litigation involving the Destin Fishing Fleet.

Motion by Councilmember Bagby, seconded by Councilmember Wagner, to schedule a Council Executive Session for advice concerning litigation involving the *Destin Fishing Fleet, Inc., v. City of Destin*, Okaloosa County Court Case No. 2019-CA-002599, and 2019-CA-000425, on July 11, 2022, at 5:30 PM, passed 5-0 (Council members Schmidt, King, Bagby, Destin, and Wagner voted “yes”; Council members Hebert and Braden left the meeting prior to the item being heard).

7. PUBLIC COMMENTS

Ms. Sarah Standee stated that when the school was built, people started asking about sports. A lot of people care about sports. The school is merely asking the city for the use of one baseball field at this time, but they will be asking for more in the long run. They want to think big. They want to have a true athletic complex for this community, and that they are hoping for collaboration from the City of Destin. There are so many opportunities, and they have to come together to make things happen for the students. She added that she is in favor of spending millions of dollars to buy land to give their tourists beach accesses, however, most of the Destin High School students live in Destin and their parents have made Destin their community. They are the once they should be accommodating and spending millions of dollars on. She urged the council to amend the motion that was adopted tonight to make sure they are going to research putting one baseball field at Morgan Sports Complex for the high school baseball team as the Destin Elementary School field is not an ideal location for what they are trying to accomplish. She added they are not asking the city to pay for any of the improvements at the Morgan Sports Center field. They would fund it themselves. They are just asking for permission.

Mr. Drew Palmer, a Destin resident and Destin High School Board Member, stated that they have had a group of concerned citizens who pulled this thing together and built a high school on short timelines with difficult circumstances, especially during the global pandemic. This is the only charter school that opened in the state last year. They have had 300 students this year, 500 next year, and possibly 1,000 students a year after that. These students and their families are their constituents. They live in the City of Destin. They expect the city to be a

powerful partner with the school and allowing the use of the Morgan Sport Complex is a good way to start this partnership.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:55 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
BUDGET WORKSHOP
DESTIN CITY COUNCIL
JUNE 23, 2022
ANNEX COUNCIL CHAMBERS
5:30 PM**

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

Destin City Council

Mayor Pro Tem Dewey Destin
Councilmember Rodney Braden
Councilmember Johnny King

Councilmember Terésa Hebert
Councilmember Bobby Wagner (virtual)

City of Destin Staff

City Manager Lance Johnson
City Clerk Rey Bailey
Grants/Projects Manager Jeffrey Cozadd
Library Director Wen Livingston
Community Development Director Louis Zunguze

Deputy City Manager Webb Warren
Finance Director Krystal Strickland
Parks/Recreation Director Lisa Firth
Public Works Director Michael Burgess
City Attorney Kyle Bauman

CALL TO ORDER

Mayor Pro Tem Dewey Destin called the meeting to order at 5:30 PM.

WORKSHOP

A. Fiscal Year 2023 Budget Workshop

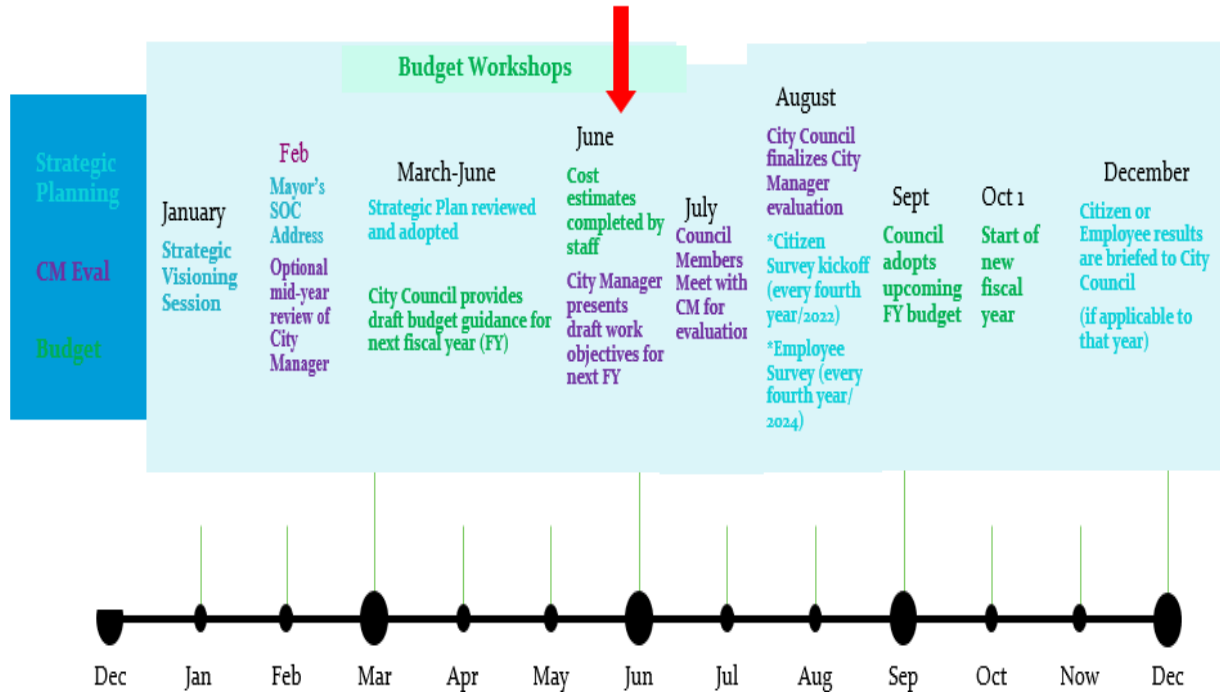
City of Destin Finance Director Krystal Strickland gave the following presentation:

2023 Budget Process

- Visioning Session – January 2022
- Operational Budget Workshop – May 17, 2022
- Capital Budget Workshop – June 23, 2022
- Capital Budget Workshop – July 14, 2022
- Adopt Tentative Millage Rate and Certify to Property Appraiser – August 1, 2022
- Adoption of a Balanced Budget – September 2022

Strategic Planning, CM Eval and Budget Cycle

Calendar Year Timeline



Strategic Planning Review

- In January 2022, council participated in the annual visioning session and voted in March 2022 to approve council objectives.

3 Kind of Priorities

- Critical priorities must be successfully accomplished within a specified time, no matter what. Resources from “desirable” priority items may have to be acquired to meet the established deadline.
- Important priorities have fixed resources with varying time requirements and/or objectives.
- Desirable priorities have variable resources and time. The organization desires an outcome but cannot absolutely commit specific resources over a specified timeframe. Resources from these are diverted to critical priorities when required.

Council Objectives

- Critical Priorities
 - 1.1 – Offer livable wages and benefits to attract and maintain high caliber, qualified staff.
 - 1.2 – Research viability of multi-use convention/sports/community center (Phase 1 Feasibility Study).
- Important Priorities
 - 1.3 – Complete two-lane Crosstown Connector
 - 1.4 – Public beachfront acquisition
 - 1.5 – Underground utilities

- Desirable Priorities
 - 1.6 – Annexation of unincorporated enclaves
 - 1.7 – Transit/Trolley System
 - 1.8 – City Marina (Phase 1 Feasibility Study)
 - 1.9 – Improve parking, explore options (i.e., garage, surface, etc.)
 - 1.10 – Beach renourishment, planning and scheduling (Partnership w/county and state)

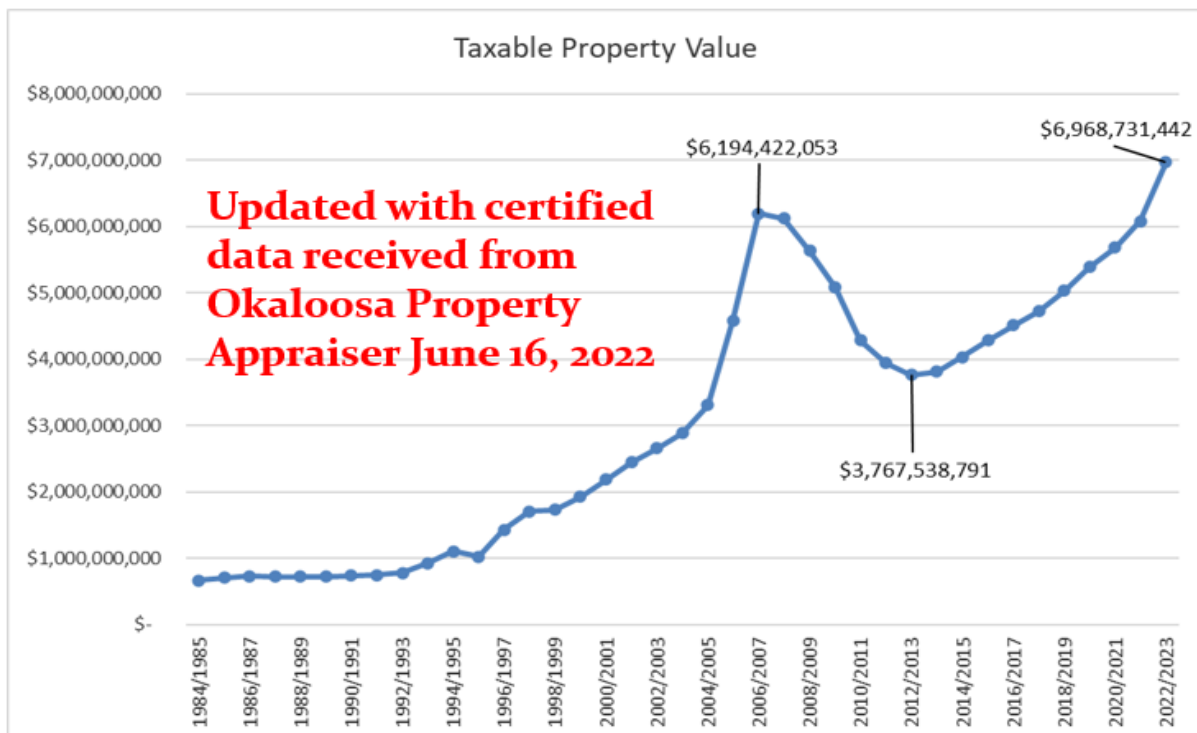
Strategic Goals

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

Fiscal Year 2023 Updates

- Ad valorem tax projection increased for:
 - ❖ General Fund - \$875,416
 - ❖ Town Center CRA - \$273,178
 - ❖ Harbor CRA - \$114,768
- Solid waste franchise projected revenue decreased - \$109,500 (franchise fee from 6% down to 3%)
- Sheriff's contract updated to requested projection increase - \$127,931

Ad Valorem – Taxable Property Values



Ad Valorem – Actual vs Projected

	<u>FY2022</u> <u>Actual</u>	<u>FY2023</u> <u>Projected</u>	<u>Amount of</u> <u>Increase</u>	<u>%</u> <u>Change</u>
GF Ad Valorem @ 1.6150	\$ 8,718,801	\$ 9,779,416	\$ 1,060,615	12.2%
Town Center CRA (city)	402,452	499,581	97,129	24.1%
Harbor CRA (city)	356,309	412,779	56,470	15.8%
	<u>\$ 9,477,562</u>	<u>\$ 10,691,776</u>	<u>\$ 1,214,214</u>	

1.6150 mills is more than the rolled-back rate of 1.4391 mills by 12.22%

Ad Valorem – at Different Millage Rates

Ad Valorem Taxes Payable per Household
Two scenarios to demonstrate the difference 1/10th of a mill creates

	<u>1.6150</u>	<u>1.5150</u>	<u>Variance</u>
Property Taxable Value			
\$100,000	\$161.50	\$151.50	-\$10.00
\$491,000	\$792.97	\$719.63	-\$73.34

Zip code 32541 median home value = increased from \$475,000 to \$491,000
source: <https://www.neighborhoodscout.com/fl/destin/real-estate>

Funding to the City at the two Different Millage Rates

	<u>1.6150</u>	<u>1.5150</u>	
Total Taxable Property Taxable Value*			
\$6,620,294,870	\$10,691,776	\$10,029,747	\$662,029
*for budgetary purposes use 95% of value as per regulations			

	<u>FY2023</u> <u>@1.6150</u>	<u>FY2023</u> <u>@1.5150</u>	<u>Difference</u>
GF Ad Valorem	\$ 9,779,416	\$ 9,173,880	\$ (605,536)
Town Center CRA (city)	499,581	468,647	(30,934)
Harbor CRA (city)	412,779	387,220	(25,559)
Subtotal City Ad Valorem	<u>\$10,691,776</u>	<u>\$ 10,029,747</u>	<u>\$ (662,029)</u>
Town Center CRA (county)	\$ 1,185,012	\$ 1,185,012	\$ -
Harbor CRA (county)	412,779	387,220	(25,559)
Subtotal County Ad Valorem	<u>\$ 1,597,791</u>	<u>\$ 1,572,232</u>	<u>\$ (25,559)</u>
Total	<u>\$12,289,567</u>	<u>\$ 11,601,979</u>	<u>\$ (687,588)</u>

General Fund Operating Expenditures

DESCRIPTION	2021	2022	% Change		
	ACTUALS	Projected	FY 2023	FY 2024	FY22 vs FY23
TOTAL GENERAL GOVERNMENT	3,326,395	3,944,940	4,429,486	4,524,740	12%
TOTAL PUBLIC SAFETY	2,996,101	2,988,883	3,561,561	3,669,420	19%
TOTAL PHYSICAL ENVIRONMENT	142,017	172,870	297,767	307,380	72%
TOTAL TRANSPORTATION	1,663,328	1,666,641	2,192,323	2,263,060	32%
TOTAL ECONOMIC DEVELOPMENT	13,209	14,452	14,500	14,650	0%
TOTAL HEALTH AND HUMAN SVCS	64,531	50,149	89,098	89,140	78%
TOTAL CULTURE AND RECREATION	2,943,335	3,492,668	4,511,427	4,663,600	29%
TOTAL DEBT SERVICE	4,243,603	88,416	22,644	23,223	-74%
TOTAL OPERATING EXPENDITURES	15,392,518	12,419,018	15,118,806	15,555,213	22%

Personnel Costs are projected to be 35% higher in FY23 due to compensation study increases PLUS assuming 25 vacancies filled

General Fund Available for Capital Investment

FY2023@1.6150

FY23 Net Increase to Fund Balance **\$ 1,712,546** (before CIP)

<i>Estimated Fund Balance at 09/30/2023 BEFORE CIP</i>	
	General Fund
Fund balances:	
Nonspendable	2,474,640
Restricted	-
Committed (reserves)	10,300,000
Assigned	1,375,011
Unassigned	14,265,163
Total fund balances (deficit)	28,414,814

General Funds Invested in FY23 Capital Budget

PROJECT DETAILS	FY 2023 Gen Fund \$'s	FY 2023 Other Sources	Notes
Annexation Study	\$ 10,000		
Multi-Use Convention/Sports/Com	75,000		
Disaster Response	100,000		Usually 75% reimbursed by FEMA
Network Infrastructure Repair	37,000	\$ 37,000	50/50 w/Tech Fund
Virtual Server Replacement	75,000	75,000	50/50 w/Tech Fund
Facilities SMS/Asset Management S	100,000		Data collection summer 2022
Civic Clerk Agenda Sys Upgrade	15,000		
City Marina - Feasibility Study MARI	75,000		Revenue project
Pickleball Courts	400,000		6-10 courts, lighting, parking
Clement Taylor Park Renovations - I	35,000	729,918	RESTORE grant
Renewal & Replacement Program	974,220	1,361,998	PY RR Fund Balance
Total GF for Capital Improvements	\$ 1,896,220	\$2,203,916	

Councilmember Hebert asked what is involved in the Annexation Study as indicated above.

According to the Deputy City Manager Webb Warren, they reserved \$10,000 for the Annexation Study but they currently do not have the specific details on the study. The Community Development Director and staff is working on some annexation procedure which would be brought before this council within the next few months.

Long Range Capital Planning

Planning for Primary projects

Date finance needed:	Completed	Aug-22	Aug-22	Oct-22		Fall 2023	Summer 2024	Spring 2025	TBD	pay-go	pay-go	
ORG Description	Beach 1 (59/41) Crystal Beach (completed fy21)	Beach 1 (59/41) Crystal Beach	CM001 Beach 1 (50/50) Crystal Beach	Beach2 (50/50)	EN615 x-town	2023 Under ph1 Hwy98 Marler Bridge- Airport (Harbor CRA)	2024 Under ph2 Hwy98 Airport to Matthew Blvd	2025 Under ph3 Hwy 98 to Walton County	2026 Under ph4 TC CRA	Stormwater (SW56 and ARP)	Public Works/ Safety	TOTAL
TDC (city portion est \$1.5m/yr)		1,548,656	1,920,545	8,625,000								12,094,201
Oka 1/2 Penny	2,818,990		629,455			2,400,000	2,400,000	2,400,000	2,400,000	1,600,000	800,000	15,448,445
BOCC	4,053,801	2,228,553	2,550,000	8,625,000	3,300,000							20,757,354
Electric Franch						3,375,000	3,375,000	3,000,000	3,000,000			12,750,000
Harbor CRA						5,000,000			1,000,000			6,000,000
TC CRA						500,000			4,000,000			4,500,000
Road Impact\$					1,600,000							1,600,000
FDOT xtown ROW					2,700,000							2,700,000
MMS					140,000							140,000
GasTax#2					500,000							500,000
ARPA										1,000,000		1,000,000
TBD (grants? Special assessments?)					3,660,000	1,725,000	7,225,000	7,600,000	3,600,000			23,810,000
	6,872,791	3,777,209	5,100,000	17,250,000	11,900,000	13,000,000	13,000,000	13,000,000	14,000,000	2,600,000	800,000	101,300,000

Fiscal Year 2023-2027 Capital Improvement Project Budget

5-year Capital Budget Summary

Capital Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Citizen/Council Directed	\$ 39,328,966	\$ 14,000,000	\$ 14,000,000	\$ 11,975,000	\$ 325,000	\$ 79,628,966
Renewal & Replacement	3,264,218	2,240,030	3,164,030	2,141,486	2,331,986	13,141,749
Growth Necessitated	610,000	395,000	60,000	60,000	-	1,125,000
Other Capital Projects	3,967,551	427,500	1,182,500	7,305,140	9,837,140	22,719,831
Total Projects	\$47,170,735	\$ 17,062,530	\$ 18,406,530	\$ 21,481,626	\$ 12,494,126	116,615,546
Funding Sources						
General Fund	3,281,718	1,395,363	2,084,363	1,211,819	1,097,819	9,071,082
Special Revenues	9,518,500	2,820,667	3,520,667	5,495,667	445,667	21,801,167
Impact Fees/Restricted	6,878,500	4,151,500	3,541,500	3,541,500	574,000	18,687,000
Grants	26,607,017	60,000	60,000	60,000	-	26,787,017
Funding Source TBD	885,000	8,635,000	9,200,000	11,172,640	10,376,640	40,269,280
Total Sources	47,170,735	17,062,530	18,406,530	21,481,626	12,494,126	116,615,546

There were some discussions relative to the impact fee money. Ms. Strickland noted that the State of Florida has a rule that impact fee moneys would have to be spent within 10 years or give them back to the developers. However, the City of Destin adopted a more stringent rule whereby they have to spend the money within 6 years.

Councilmember Destin asked if they could go back to the state standard of 10 years for the impact fee moneys if they decide to do so, since it was the city that adopted a more stringent policy. He added they need to avoid any risk of losing the money.

According to the City Attorney, they should be able to, but he would need to find out how the city adopted that standard, either by way of an ordinance or by some other means.

5-year Capital Budget Details

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Citizen/Council Directed							
EN615	Cross-Town Connector	\$ 7,878,966	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 9,878,966
CM001	Beach Acquisition	18,750,000	-	-	-	-	18,750,000
EVENT	Multi-Use Convention/	75,000	-	-	-	-	75,000
UNDER	Undergrounding	12,540,000	13,000,000	13,000,000	11,975,000	325,000	50,840,000
MARINA	City Marina	75,000	-	-	-	-	75,000
ANNEX	Annexation Study	10,000	-	-	-	-	10,000
Subtotal		\$ 39,328,966	\$ 14,000,000	\$ 14,000,000	\$ 11,975,000	\$ 325,000	\$ 79,628,966

Accounts for 83% of Fy23 Capital Budget

		GF	Impact & Restricted	Grants	Oka 1/2	CRA	Funding TBD	FY 2023
Citizen/Council Directed								
EN615	Cross-Town Connector		\$2,240,000	\$ 5,638,966				\$ 7,878,966
CM001	Beach Acquisition			9,375,000				18,750,000
EVENT	Multi-Use Convention/	75,000						75,000
UNDER	Undergrounding		3,375,000		1,940,000	6,500,000	725,000	12,540,000
MARINA	City Marina	75,000						75,000
ANNEX	Annexation Study	10,000						10,000
Citizen/Council Directed Subtotal		\$ 160,000	\$5,615,000	\$15,013,966	\$ 1,940,000	\$ 6,500,000	\$ 725,000	\$39,328,966

Funding:

EN615 grants FDOT & BOCC

CM001 grants BOCC & loan of future TDC

UNDER restricted Electric Franchise

Councilmember Destin commented that \$50 million dedicated for the undergrounding of utilities is a lot more than they have ever spent on a capital project probably since the city's incorporation. They will need to decide soon how many phases of this project they could afford to do realistically. If they dedicate all the capital project money for the next 20 years to undergrounding of utilities, they will have nothing left for other projects.

Grant Funding Sources

- Cost Reimbursement
- Current major grantors:
 - ❖ Tourist Development Council (TDC)
 - ❖ Okaloosa Board of County Commissioners (BOCC)
 - ❖ Florida Department of Environmental Protection (FDEP)
 - ❖ Florida Department of Transportation (FDOT)
 - ❖ RESTORE (Deep Horizon) via BOCC
 - ❖ American Rescue Plan (ARP)

FY 2023 Grants

PROJECT DETAILS	FY 2023 Grant Funded	Supporting Sources	Support Description
ARPA Americal Rescue Plan Strmwtr	\$ 1,135,133		
TDC 12.5% Beach Acquisition	9,375,000		
BOCC Beach Acquisition	9,375,000		Beach#2 as per 50/50 agreement
FL Linear Trail Park (Main to Mattie Kelly)	270,000	270,000	TC CRA
BOCC Cross Town Connector– Construction	3,300,000	2,240,000	Gas Tax #2; Road Impact Fees
FDOT Cross Town Connector– ROW acquisition	2,338,966		\$2m Funding TBD
BOCC RESTORE Clement Taylor Park Renovations	729,918	35,000	GF match
FDEP Stormwater Cleanouts	60,000		
Morgans Kid Park Playground	23,000		
Total Grant-Funded CIP	\$ 26,607,017	\$ 2,545,000	

Capital Improvement Programming

- Renewal and Replacement Fund (R&R)
 - ❖ Facilities Renewal and Replacement
 - ❖ Infrastructure Renewal and Replacement
- Capital Improvement Program (CIP)
 - ❖ Citizen/Council Priority Projects
 - ❖ Comprehensive Plan and Growth Necessitated (Impact Fees)
 - ❖ Other Capital Projects

5-year Capital Budget Details

Renewal & Replacement		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
RR051	General Government	23,000	51,500	28,500	28,500	28,500	160,000
RR052	Public Safety	286,000	184,044	128,044	239,500	239,500	1,077,089
RR053	Physical Environment (	300,000	426,307	1,667,307	500,307	698,307	3,592,227
RR054	Roads, Sidewalks, Stre	1,147,000	1,031,667	1,011,667	1,011,667	1,044,167	5,246,167
RR057	General Culture & Recr	-	-	-	-	-	-
RR571	Library	224,000	90,833	50,833	50,833	50,833	467,332
RR572	Parks and Recreation	639,718	428,978	265,978	298,978	258,978	1,892,631
RR573	Other Facilities (i.e. M	46,500	26,701	11,701	11,701	11,701	108,303
RRVEH	Vehicles	598,000	-	-	-	-	598,000
Subtotal		\$ 3,264,218	\$ 2,240,030	\$ 3,164,030	\$ 2,141,486	\$ 2,331,986	\$ 13,141,749

Accounts for 7% of FY 2023 Capital Budget

Funding:

General Fund prior year RR fund balance (\$2.3m), Gas Tax #1 (\$530k), Parking Fund (\$96k), NPEB (\$150k)

Renewal and Replacement

- Established in FY 2021 with an initial \$2 million investment
- Funded by General Fund, Gas Tax #1, Parking Fund, NPEB
- National average for commercial building replacement value is \$50 per square foot + re-sodding turf + replacing park amenities average need is \$600,000/year
- Roads/Sidewalks/Streetlights – Restripe every 7 years; resurface every 15 years requires over \$1 million/year
- Investing at rate of asset depreciation would be \$3 million /year
- Not to be confused with operating repairs and maintenance
- R&R is to renew/replace major building components (roof, HVAC, exterior paint, flooring).

Infrastructure Renewal and Replacement

- Local Option Gas Tax #1 (\$500,000/year)
 - ❖ Establishing, operating, and maintaining transportation system and related equipment and facilities
 - ❖ Acquisition, construction, reconstruction and maintenance of roads, streets, ROWs, sidewalks, signage, pavement markings, and street lighting, equipment and storage facilities for transportation equipment
 - ❖ City is using for Transportation and Pedestrian Facilities, primarily restriping and resurfacing of roads

CIP Restricted Funding Sources

- Parking Fund (\$350,000/year)
 - ❖ Adding (CIP), maintaining (Ops), renewing (RR) paid parking areas
- Local Option Gas Tax #2 (\$200,000/year)
 - ❖ Not for routine maintenance
 - ❖ To meet requirements of capital improvement elements of an adopted comprehensive plan to meet immediate local transportation problems and for critical roadway networks
- Okaloosa ½ Penny Surtax (1.6 million/year 2019-2028)
 - ❖ On May 2, 2022, Council adopted a motion to allocate the funds as follows:
 - 25% Beach Acquisitions
 - 60% Undergrounding
 - 10% Stormwater
 - 5% Public Works/Public Safety Committee Initiatives (TRSAF)

CIP Restricted Funding Sources

- Impact Fees
 - Collected from Developers for "Growth Necessitated Improvements". Use w/in 6 years of receipt*.

	PROJECTED FY 2023 BEGINNING BALANCE	PROJECTED FY 2023 ADDITIONS	AVAILABLE TO BUDGET FY 2023	AT RISK 2023*	SCHEDULED FY 2023
POLICE IMPACT FEES	\$ 18,398	\$ 500	\$ 18,898		\$ 10,000
MULTI-MODAL IMPACT FEES	335,906	30,000	365,906		140,000
ROAD IMPACT FEES	3,009,160	50,000	3,059,160	221,256	1,600,000
LIBRARY IMPACT FEES	377,283	5,000	382,283	69,814	140,000
PARK IMPACT FEES	804,061	30,000	834,061	7,677	422,000
NPEB	528,308	500	528,808		182,500
TOTAL IMPACT FEES	\$ 5,073,116	\$ 116,000	\$ 5,189,116	\$ 298,747	\$ 2,494,500

Ms. Strickland emphasized that impact fees are to be used only for “Growth Necessitated Improvements” adding that impact fees are being misused throughout the State of Florida. They have added in their Land Development Code that impact fees collected are to be used within 6 years of receipt. She noted that the “At Risk 2023” column on the previous slide are impact fee funds that have been collected about 6 years ago. They have to be used by next year or developers could request them back. She also pointed out that \$1.6 million of road impact fees are mostly going towards the crosstown connector, which is one of the council’s top priorities.

5-year Capital Budget Details

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Growth Necessitated & Comp Plan							
LB002	Library Impact Fee Projects	140,000	235,000	-	-	-	375,000
SW54	Stormwater Cleanouts	60,000	60,000	60,000	60,000	-	240,000
TR619	Sibert-Zerbe Parking Lot Consolidation	150,000	-	-	-	-	150,000
TR622	General Parking Improvements	250,000	100,000	-	-	-	350,000
Subtotal		\$ 600,000	\$ 395,000	\$ 60,000	\$ 60,000	\$ -	\$ 1,115,000

\$1.9 million of impact fees are invested as match towards “Council Directed” programs, such as \$1.6m of Road impact fees to complete the Cross-Town Connector.

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
Other Capital Projects							
ARP	Infrastructure Project TBD	1,135,133	-	-	-	-	1,135,133
CRH64	Harbor CRA Wayfinding Plan	-	150,000	-	-	-	150,000
CRT17	Town Center CRA Easement	540,000	50,000	1,000,000	5,368,000	-	6,958,000
CRT64	Town Center CRA Wayfinding	100,000	-	-	-	-	100,000
HURRIC	Hurricane Response	100,000	-	-	-	-	100,000
IT002	Tech Fund Hardware/Software	225,000	-	-	-	-	225,000
IT003	Other Hardware/Software	115,000	85,000	-	-	-	200,000
MM001	Multimodal expansion program	-	-	-	1,784,640	8,634,640	10,419,280
NPDES	National Pollutant Discharge	32,500	32,500	32,500	32,500	32,500	162,500
PW015	Vehicle WashDown Station	-	-	-	20,000	20,000	40,000
RC124	Morgan's Children's Park Play	100,000	-	-	-	-	100,000
RC127	Pickleball Court	400,000	-	-	-	-	400,000
RC128	Morgan's Bathrooms/Storage	345,000	-	-	-	-	345,000
RC129	World's Luckiest Fishing Pond	-	-	50,000	-	-	50,000
RC216	Clement Taylor Park Renovation	764,918	-	-	-	-	764,918
SW56	Stormwater Swale Work	10,000	10,000	-	-	-	20,000
SW57	Stormwater Basin Studies	-	-	-	-	1,050,000	1,050,000
TRSAF	Intersection Safety	100,000	100,000	100,000	100,000	100,000	500,000
Subtotal		\$ 3,967,551	\$ 427,500	\$ 1,182,500	\$ 7,305,140	\$ 9,837,140	\$ 22,719,831

UNFUNDED/UNDERFUNDED

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
RR053	Stormwater Swale Renewal	150,000	400,000	400,000	400,000	400,000	1,750,000
SW56	Stormwater at Restaurant R	10,000	10,000				20,000
UNDER	Utility Undergrounding	725,000	7,225,000	7,600,000	3,600,000		19,150,000
Subtotal		\$ 885,000	\$ 7,635,000	\$ 8,000,000	\$ 4,000,000	\$ 400,000	\$ 20,920,000

General Fund Available for Capital Investment

FY2023@1.6150

FY23 Net Increase to Fund Balance **\$ 1,712,546** (before CIP)

<i>Estimated Fund Balance at 09/30/2023 BEFORE CIP</i>	
	General Fund
Fund balances:	
Nonspendable	2,474,640
Restricted	-
Committed (reserves)	10,300,000
Assigned	1,375,011
Unassigned	14,265,163
Total fund balances (deficit)	28,414,814

General Funds Invested in FY23 Capital Budget

PROJECT DETAILS	FY 2023 Gen Fund \$'s	FY 2023 Other Sources	Notes
Annexation Study	\$ 10,000		
Multi-Use Convention/Sports/Com	75,000		
Disaster Response	100,000		Usually 75% reimbursed by FEMA
Network Infrastructure Repair	37,000	\$ 37,000	50/50 w/Tech Fund
Virtual Server Replacement	75,000	75,000	50/50 w/Tech Fund
Facilities SMS/Asset Management S	100,000		Data collection summer 2022
Civic Clerk Agenda Sys Upgrade	15,000		
City Marina - Feasibility Study MARI	75,000		Revenue project
Pickleball Courts	400,000		6-10 courts, lighting, parking
Clement Taylor Park Renovations - I	35,000	729,918	RESTORE grant
Renewal & Replacement Program	974,220	1,361,998	PY RR Fund Balance
Total GF for Capital Improvements	\$ 1,896,220	\$ 2,203,916	

Ms. Strickland pointed out that the \$1.7 million figure listed in the preceding slide is the projected addition to fund balance if they keep the millage rate at 1.6150. The council can either invest the full amount into capital projects, shorten the capital projects list, or lower the millage rate a little bit and cut the general funded list of capital projects even more. She continued that she will be publishing more of these figures on July 11th for a capital budget workshop scheduled for July 14th. The council could then provide staff some directions after they have reviewed all the information.

Councilmember Wagner recommends keeping the millage rate the same. They have one of the lowest millage rates in the State of Florida. He stated that they could get in a bind if they try to be good stewards and bring the millage rate down. If they hit another property value drop as they had in the past it would be hard to come back from it. He also stated that most people in the community are homesteaded and the average home price for people who have lived in Destin for more than a decade is almost a completely different universe of pricing. People are coming into Destin knowing what the prices and expenses are and it would not be a surprise to them as they decide to move into this community.

Councilmember Destin expressed his support in keeping the millage at its current rate. He also stated that all the proposed spending and the list of capital projects are based on staff's recommendation. The ultimate decision on spending lies with the council. He urged each member of the council to meet with management individually and discuss any changes they wish to make or any ideas they have that could change or readjust any of the proposed spending. They could then have a group discussion at the next budget workshop.

The City Manager asked if council want the \$75,000 allocated for the multi-use convention center feasibility study to remain in the Council Contingency Fund at this time. It was the consensus of the council to keep the money where it is.

Next Steps

- July 14: Budget Workshop #3 CIP & Millage
- July 27-29: Individual Budget Briefs with Council Members
- August 1: Adopt Tentative Millage Rate
- August 4: Certify Tentative Millage Rate and Public Hearing #1 with Property Appraiser
- August 11: Optional Budget Workshop #4
- August 24: TRIM Notices mailed by Property Appraiser
- September 8: Budget Public Hearing #1

PUBLIC COMMENTS:

Mr. Jim Wood, a Destin resident and chairman of the Public Works and Safety Committee and Local Planning Agency, noted that during his time with the Transportation Planning Organization (TPO) the Destin Crosstown Connector was listed in the priority list as being fully funded. He was informed that it has been placed under the partially funded list per request from the City of Destin so they could ask for more money from the county. The TPO record shows \$1.6 million for 3 years coming from the county TDD for a total of \$4.8 million. The slides shown tonight showed \$3.3 million.

Grants and Project Manager Jeff Cozadd explained that he had asked the TPO to move the Destin Crosstown Connector to the partially funded list because they need to pursue some

opportunities to get additional funding from the TDD to complete that project. The total amount of funding has been reduced and the commitment from the TDD has changed since the city started working with them on the beach acquisition. He added there was a gap between what the city has and what it will need in order to make all the acquisitions.

Mr. Wood noted that one of the slides shown tonight has \$6.5 million coming from the CRAs for the city's undergrounding project. He stated that during his time with the council he never knew the CRAs having any money. He asked what has changed between then and now.

Ms. Strickland explained that they can take the tax incremental financing and the revised master plan to obtain those funds. She has been sharing with each the two CRA Advisory Committees their financial projections out through their sunset years. They have a lot of money that they need to invest, and which is the source of the \$6.5 million.

Next, Mr. Wood noted that Diamond Lakes Homeowner's Association has expressed interest in annexing into the city. He did not have the proper procedures to provide to them. He asked if the city has any information they could provide.

Community Development Director Louis Zunguze stated that they are in the process of preparing a response, but it will be provided to the City Manager in a more global fashion so they could have a more comprehensive approach to any annexation requests that come to the city.

Mr. Wood inquired about some discussions about a possible neighborhood special assessment to do the undergrounding. He stated that since his neighborhood utilities are already underground whether they could be forced to participate in the special assessment if it becomes necessary.

Mr. Strickland stated if there are no enhancements to their property they cannot be assessed under the special assessment.

Ms. Michell Sandstead, a Destin resident and member of the Town Center CRA, stated that the committee has been unable to meet regularly for a variety of reasons, one of which was for lack of quorum. He urged the council to appoint more people to the committee.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:55 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk__

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.L.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Draft Minutes of Board and Committees

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. 5-10-22 pwps
2. 5-11-2022 - hcraac
3. 5-18-2022 tcraac
4. 5-23-22HB
5. 5-26-22 LPA
6. 6-1-22 BOA
7. 6-14-22 pwps

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, MAY 10, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Vice Chairman Green called the Public Works/Public Safety Committee to order on Tuesday, May 10, 2022, at 5:30 p.m., with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Tom Weidenhamer
Sam Perman
John Stephens
Marcie Bell
John Green

Members Absent

Staff

Kim Montgomery Deputy City Clerk
Michael Burgess PW Director
JT Hart PW Deputy Director
Joe Bodi, Engineering Asst. II.
Krystal Strickland, Finance Director

3. APPROVAL OF MINUTES: March 8, 2022

Committee member Perman pointed out that there is a motion made but not who made it. The decision was made to discuss this at end of the meeting.

4. NEW BUSINESS:

➤ **Mid-Bay Bridge Authority (MBBA) – Dan Fuller**

Mr. Fuller explained the MBBA was created in 1989, how and why the tolls were created and why tolls are still collected if the bridges are paid. Explaining how they are used for the continual maintenance and repairs necessary to keep them safe. He spoke of the consequences of the aftermath of past storms and the pandemic had on their budget while tolls are suspended by the Governor and how long it takes to regain those lost funds.

Committee member Bell asked why they don't use the Toll-by-Plate program instead of stopping traffic when someone needs to pay with cash.

Mr. Fuller explained they lose money with that program based on the fees they have to pay and by attempting to identify plates. Adding that they only use for those that try to evade paying the tolls. He spoke of how they recommend everyone to use a Sun Pass and how other state devices work together and is the recommended process for paying tolls.

➤ **Destin Water Users Update Q&A – Monica Wallace**

Mrs. Wallace explained to the members she is the Operations Manager for Destin Water Users (DWU) and provided the members with the history for the company and how the company was founded in 1963, started flowing water in 1964, provided wastewater in 1972 and later expanded to reclaimed

water in 1985. She spoke of how DWU produces drinking water, collects the used drinking water which is treated and then is reused for irrigation to a portion of the service area. How the solids are treated and turned into fertilizer for sod farms in Southern Alabama, and how the number of the ground wells, piping, water towers and staff employed by the company and future projects. She showed the members a brief Power Point Presentation and took and answered questions from the members.

➤ **Operations Financial Report – Krystal Strickland**

Ms. Strickland explained the unassigned fund balance is currently at \$40M with \$10M set aside for restricted reserves. She then briefly explained what the funds are used for, and how those funds are used for the city to operate until the next years Ad-Valorem comes in.

➤ **Capital Project Status Report**

- Citizen Directed Council Projects
- Crosstown Connector
- Beach Acquisition
- Feasibility Study for a multi-use event center
- Undergrounding electricity
- Transit Trollies
- Feasibility for a city marina
- Annexation study
- Renewal & Replacement Program
- TRSAF – Intersection Safety has \$100k budgeted with \$17k encumbered as of now for contracts to address certain intersections

➤ **Budget Calendar**

- May 17, 2022 @ 5:30 pm is the initial Budget Workshop to discuss operations
 - COLA will be discussed – Staff was just recently caught up from a wage study
 - June 14, 2022 – Capital Improvement Program Budget Workshop to discuss funding the initial phase for Undergrounding will be discussed. Now is the time to approach Council with anything they see that needs to be funded for either the next year or to get on the 5-year CIP so grant funding can be researched
 - August 4, 2022 is the last date to get everything locked in for the TRIM notices with the Budget Hearing Notices next

➤ **Okaloosa Half Penny Infrastructure Surtax**

This is a 10-year process that expires in December 2029 now go towards undergrounding utilities since the County has stepped up and significantly agreed to fund the beach parcels for those parks.

- \$800K will be dedicated for over a 10-year period with upwards of \$255k can be budgeted to use or they can let it build up

➤ **We Love Our Children Signs**

Mr. Burgess explained this was a directive by Council member Schmidt, and asked the members if they know of any locations they feel these signs needs to be placed, to please email him the location.

Committee member Stephens suggested parks, boat launches and schools if they are not already in place.

➤ **Re-Striping of Luke Ave and John Ave** – The Thermoplastic striping is faded and needs to be restriped. A quote has obtained a quote for \$18,672.00 from the Continuing Services Contractor and, the funding is available.

Motion by Committee member Bell, seconded by Committee member Weidenhamer to recommend the restriping of Luke Avenue and John Avenue to City Council for consideration and possible approval. The motion passed 6-0.

➤ **Departmental Update:**

Currently, the Maintenance Technician/Mechanic is still open with no qualified applicants to date and the base salary is \$15.50/hr. asking the members know of anyone to please ask them to come apply.

Public Works staff at City Hall are relocating to the PW Building this coming week.

➤ **Operational Update:**

- Restriping of Azalea Drive was approved
- Flood Plain Report has been submitted to Council
- Facilities Condition Assessment was approved, and they will be surveying all city facilities in the upcoming weeks
- Council approved a 12” brush chipper for purchase
- Stormwater Pipe Repairs at Legion/Main Street has started
- Proclamation for National Public Works Week

➤ **Project Reports**

- Sidewalk assessment and survey for repairs are underway
- Installation of swales on 4th & 3rd Street
- Speed tables (3) on Calhoun Ave have been installed and will be painted when the asphalt is cured.
- Hwy 98 Median Improvements is under way
- Pavement Assessment to gauge the scoring and ranking of the streets has been done internally, to set priorities
- Signage Assessment is upcoming

➤ **Emergency Management Update**

- Hurricane Season starts June 1st
 - An above average hurricane season is anticipated
 - Emergency Management Operations & Instructions are up-to-date
 - Debris removal contracts are also up-to-date

- Airport Road at the Destin Oaks Apartments is on schedule for repair

5. MEMBER COMMENTS:

- **Committee member Bell** - provided the members and staff with pictures of flooding issues and locations on Holiday Isle. As well as curbing issues she has seen that could potentially cause an accident for bicyclers not being familiar with how the curbing drops off.
- **Committee member Perman** – Asked for the status of the motion activated crosswalks on Scenic Hwy 98 at the beach accesses. Mr. Burgess apologized and stated that he would have an update for her at their next meeting adding that they have to be FDOT approved to be installed. She also asked that the Dolphin Street widening be included in the 5-10 year CIP Plan. Mr. Burgess explained that the most part of the roadway that needs to be widened from Scenic Hwy 98 and it has no ribbon curbing that helps keep the roadway from falling apart. Also, the ROW not very wide and there are sewer and water lines along there. However, Mr. Burgess stated that he would investigate this further and provide them with an update.
- **Committee member Stephens** - Reported that at the public parking near McGuire's, there is a public parking sign has an arrow on it that points towards the McGuire's parking lot and could be confusing for tourists. Mr. Hart stated they would look into it.

➤ **APPROVAL OF MINUTES: March 8, 2022**

A brief discussion took place about who made a motion to recommend the 2022 Stormwater Master Plan Project List and Study Areas. Once it was determined that it was Committee member Green, **Committee member Perman made the motion which was seconded by Committee member Weidenhamer, to approve the minutes as amended. The motion passed 5-0.**

Having no further business at this time, the meeting adjourned at 7:00 p.m.

Adopted and approved this _____ day of _____ 2022.

James T. Wood, Jr. Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
HARBOR COMMUNITY REDEVELOPMENT
AGENCY ADVISORY COMMITTEE MEETING
MAY 11, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Vice Chairman Green called the meeting to order at 5:30 p.m. on Thursday, May 11, 2022, in the Destin City Hall Council Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present

James Green
Sandy Trammell
Jan Best
Ian Blaise
Casey Jones
Mike Raim

Members Absent

Mike Buckingham

Staff Present

Kim Montgomery Deputy City Clerk
Steven O'Connor Principal Planner
Tunazzina Alam

3. MINUTES: April 13, 2022

Motion to have the meeting minutes moved for approval to the next scheduled meeting was made by Committee member Trammell with Committee member Best providing the second. The motion passed 6-0.

4. OLD BUSINESS:

None

5. NEW BUSINESS:

➤ **Utility Undergrounding Presentation**

Ms. Strickland introduced Mark Porter with Utility Consultants of Florida who is assisting with the Undergrounding of Florida Project as well as Mr. Sheff Wright who is the attorney also assisting the city.

Mr. Wright detailed his extensive background assisting Florida cities utilities underground and how the gameplan is to get everything that is on the poles, underground and all of the cities that he has assisted with to get theirs underground. He spoke of the benefits of having utilities put underground and how it limits the issues of outages from not only storm events knocking trees and branches into the lines but also from animals, birds and reptiles that can frequently disrupt service. He talked of the planned phases, the execution of the contracts and the processes it will take. Also, how a state mandate is now being enforced by statutes that will enforce concrete poles to replace wooden ones; so, if the utilities are not put underground in time, then they will go up on large and very unsightly concrete poles and if that is the case, then the cost will be significantly more in the future for cities for the concrete poles to be installed. Therefore, by proceeding as rapidly as possible that higher cost can be avoided.

Mr. Mark Porter provided the members a brief synopsis of his background experience and showed

the members a before and after photo of a completed project in Bradenton, Florida of their CRA District that has had all of the utilities taken underground.

There was a discussion regarding the increase in the franchise fees and how that effects the customer's electricity bills as well as how a portion of the increments are now dedicated to the undergrounding project.

Vice Chairman Green asked if the plan is to build the conduit to capacity of how it is now and if so, it may need to be redug and increased later or are they going to build it to where it could easily be expanded, if necessary in the future.

According to Mr. Wright, for an area that is built out, it would be comparable to the conditions of the capacity and if its an area with an opportunity for redevelopment, the engineers will take that into account for the necessary sizing.

Ms. Strickland provided the members with the preliminary phased plan and timeline for the project and the total cost. Explaining that Phase I will be from Marler Bridge to Airport Road and how the decision to have this area done first was made to get the major businesses and restaurants online first in order to help everyone in the event of an emergency that knocks power out, they can support the communities needs for food and supplies.

Vice Chairman Green asked what the estimated timeline is to finish each phase. According to Ms. Strickland the estimate is about 18-24 months for each phase. She then briefly provided an example for the mobilization process for the phases.

➤ **Long Term Financials**

Ms. Strickland explained to the members that by 2029 all of the debt will be paid off and there is about \$14.7M that they need to address and plan in their Master Plan to spend on projects in their district.

Motion by Committee member Trammell to recommend to the CRA to accept the 2021 Annual Audit and Financial Statements, with Committee member Raim providing the second. The motion passed 6-0.

➤ **Operational Financials**

According to Ms. Strickland this report ended in February with the budget being about 41% through the Fiscal Year and has received about 94% of the Ad-Valorem, and about 34% spent for operating, and about 23% spent for the largest capital overlays being spent on beachfront acquisitions. She further explained that she has added a balance sheet of modified accrual, so it won't show the total liabilities with all the debt and is basically a cash basis of \$40M to get through the end of the fiscal year. Additionally, \$15M is committed to reserves by Council through a Resolution for debt service and 6-months of operating costs.

- Summary's for Revenues and Expenditures
 - Fund 110 is Harbor CRA
 - Parking Lot account for revenue and expenditures for upkeep

➤ **Capital Status Report**

Lists all of the working projects

- Council and Citizen directed projects
 - Renewal & Replacement Program
 - Growth Necessitated Projects

➤ **Budget Calendar**

- May 17, 2022 - Initial Operating Budget Workshop
- June 23, 2022 – Capital Improvement Plans
- July 1, 2022 - Estimates of Property Values are due from the County to calculate the Millage Rate
- Mid July one last budget workshop for Council to ensure all objectives are met for the coming year
- August 4, 2022 – Millage rates due to Property Appraiser and dates of public hearings

Committee member Trammell asked about the status of the pathway under the Marler Bridge and asked what the notation means that it was not supported by FDOT because of the Bridge Renovation Plan.

According to Mr. O'Connor, FDOT has the Marler Bridge on their 5-Year PD&E Study.

Mr. Zunguze added that the study will help determine something agreeable between them and the city. Ms. Strickland added that there is also a high powered gas line discovered that would have prevented the original location for the pathway along with a few other issues that they discovered.

➤ **Holiday Decorations – Michael Burgess**

Mr. Burgess explained to the members that the city spent about \$70k last year on fifteen (15) twenty-five foot tall LED lighted trees for the medians and staff is asking the members what they would like to see in the harbor district for additional holiday decorations. He did point out that staff still needs to determine if FPL will allow lights on their poles because Gulf Power did not. He also explained that they can also use a rental company who would come in and decorate and then come back and remove them after the holiday.

Committee member Trammell spoke of wanting to have some kind of archway decoration for the Capt. Royal Melvin Heritage Park.

The City Attorney suggested that they choose someone to represent the committee to work with Mr. Burgess on the decisions.

Motion by Committee member Raim to have Committee member Trammell work as the liaison with staff to help make decisions on holiday decorations for the Harbor District with a \$50k cap and bring those ideas back to their next meeting for ratification. Committee member Blaise provided the second and the motion passed 6-0.

➤ **Development Projects Updates**

Committee member Best asked why the Crooked Island Rum Bar Distillery is allowed to operate because she thought the use was not allowed in the zoning district. Mr. O'Connor explained that the timing

of the applicant initially meeting with staff for his project happened before the zoning use changes were approved, and with the applicant having already invested in the project, it was allowed to continue. She added that she has a tenant that did have a staff meeting for a similar use and they have encountered roadblocks and it doesn't seem fair. She then asked staff why a traffic study is required for a Minor Deviation. According to Mr. O'Connor, in the particular case she is referring to, the change of use for the prior structure had an x-amount of parking impacts and the use that is going in it now has a different impact and when that impact is an increase from the previous use, a study is required. Additionally, if they can show from a traffic engineers' standpoint that it's a negligible impact, then the traffic study is not necessary and that is what staff needs to be told in order to be able to not require one.

6. COMMITTEE MEMBER COMMENTS:

➤ **Committee member Raim** – Spoke of his concerns of the dangerous traffic problems that is occurring in the harbor district especially around Calhoun Avenue with all the different means of transportation such as bicycles, scooters, golf carts, etc. He also spoke of how Airport Road being the alternate means of transportation from Hwy. 98 and he does not agree with lowering the speed limit for the roadway.

➤ **Committee member Best - Purpose of Harbor CRA Work Plans**

Committee member Best spoke of the original Destin Harbor Taskforce that was created in 1999 where a report was created that spoke of a plan to articulate a community vision and how to achieve it, which is being implemented through their work plans to maintain the fishing village atmosphere. She asked staff to add the harbor regulations on the agenda for their next meeting. According to Mr. O'Connor, there are several positions vacant with two being the Director and Deputy Director and that the City Manager is now serving as Interim Director until the positions can be filled. Regarding the process owner for the Master Plan Update Work Plan Item, she reminded staff that it only shows staff on the form and should be updated to reflect her name.

Committee member Trammell – Informed the members that she is working with the City Manager and the Deputy City Manager to come up with a plan for training the members on all of committees work plans and annual reports. She spoke of how they decided they best time to do this would be sometime after the first of the year when the new council members are seated and their volunteers have been appointed.

Vice Chairman Green – Spoke of writing a letter as the President of the Charter Boat Association to City Council regarding waste oil disposal. He explained that currently the only place the County shows where waste oil can be dumped is at Time Saver, which is no longer in business. He spoke of how Destin being the largest fishing fleet in the state and also has a large number of livery vessels and similar businesses in operation in the harbor, yet there is nowhere for used oil to be collected. He spoke of how he has to store his in a storage facility that is costing him monthly because he does not have the time to take his to the other places in nearby cities that does take it. He spoke how he feels the city should offer this incentive explaining there are grants available that the city could apply for to help create a collection facility for the businesses in the city. Adding that the industry should not have to rely on a private business to take and dispose of their oil. Especially for the sake of water quality and the environment.

Motion by Vice Chairman Green to recommend to City Council direct staff to look into a location on a manned city property for a disposal of used oil collection site for residents and small businesses. With Committee member Raim providing the second. In discussion, Committee member

Blaise agreed that it's a great idea and has been discussed at the Harbor Capacity Study Committee as well. The Vice Chairman also spoke of how there are companies that will come to the locations, pump the oil out of the holding tanks and pay for the oil minus their trucking fees. **The motion passed 6-0.**

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:55 PM.

Adopted and approved this ____ day of _____ 2022.

Mike Buckingham, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
MAY 18, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, May 18, 2022 at the Destin City Hall Boardroom with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Lockwood Wernet
Michele Sandstead
Delores Morrell
Matthew Sweetser (Zoom)

Members Absent

Staff Present

Kim Montgomery Deputy Clerk
Steve O'Connor

2. APPROVAL OF MINUTES: None for this meeting without a voting quorum present.

3. OLD BUSINESS:

None

4. NEW BUSINESS:

➤ **Utility Undergrounding Presentation – Krystal Strickland**

Ms. Strickland introduced Sheff Wright, Franchise Attorney and Marc Porter, Utility Consultants of Florida who are both assisting the city with the groundwork for the undergrounding project. She explained the importance of undergrounding the utilities because of the threat of storms knocking them out, as well as a State Mandate that will soon be enacted to replace all wooden pole with large unsightly concrete poles.

Mr. Marc Porter explained his background and the status of the project. He spoke of how Destin is very similar to Longboat Key and how their project was initially projected to take 5-years to complete but has been reduced down to 3-years. He provided the members with the step-by-step process and the timeline, as well as a short before and after video of a completed project in Bradenton Beach, Florida of their CRA District that has had all of the utilities taken underground.

Ms. Strickland explained that in the negotiations with Gulf Power for the renewed Electric Franchise, Mr. Wright was able to get 2% of those fees to be restricted solely for the underground with an estimated \$800k per year will be coming in for the next 30-years. Additionally, she spoke of the financing options and the returns she may be able to obtain depending on the rates that she can obtain as part of funding the project. Additionally, Council agreed to commit to \$9.6M of the

Okaloosa County half penny and the Grants and Projects Manager is searching for grants to help finance a required study that FEMA and the Florida Resiliency will help fund however, the study has to be done first or the application for those funds will not be considered. Additional funding will come from the two CRA districts with the adoption of their updated Town Center and Harbor Master Plans.

➤ **Financial Projections**

Ms. Strickland spoke of how she has projected out the revenues and known expenditures that is planned out to the sunseting of the committee in 2037. She explained that as part of their Master Plan, they have \$6.2M that will need an explanation how it will be spent. Pointing out that the \$4.5M needs to be allocated towards the undergrounding project.

Chairman Wernet reminded the members that they cannot make a recommendation at this meeting tonight and this will have to be placed on the agenda for their next meeting in order to make the recommendation to the CRA.

➤ **Capital Projects Status Report**

Ms. Strickland explained to the members that the city is currently at 50% into the operating budget year and about 25% of the capital outlay. She referred the members to their insert that lists the projects their funding.

➤ **Budget Calendar**

- May 17, 2022 - Initial Operating Budget Workshop
- June 23, 2002 – Capital Improvement Plans
- July 1, 2022 - Estimates of Property Values are due from the County to calculate the Millage Rate
- Mid July (14) one last budget workshop for Council to ensure all objectives are met for the coming year
- August 4, 2022 – Millage rates due to Property Appraiser and dates of public hearings

➤ **Holiday Decorations – Holiday Decorations**

Mr. Burgess explained now is the time to start purchasing for holiday decorations and how the Harbor CRA has appropriated \$50k for that district's decorations. He spoke of how he will be working closely with Committee member Trammell for its holiday purchases or possibly renting them, and this district also has been budgeted the same amount for purchases or rentals.

Committee member Sweetser stated that he has extensive background with his past work history working with different companies for purchasing decorations and how he would like to meet with Mr. Burgess to help find and purchase decorations that are just as nice, but at a cost that is significantly less. He asked the members to think about what they would like to be purchased and they could make their final decisions at their next month's meeting for the recommendation to the CRA/Council.

Mr. Burgess reminded the members that in the next few weeks when they are looking at the different options for the decorations to keep in mind the electrical availability is limited in the medians.

➤ **Development Projects Update**

Mr. O'Connor provided the members with the following developments that are under review:

- Chick fil a parking lot, adjacent to the already approved Chick-fil-a restaurant
- Alvin's Island D.O. Exemption – to replace the building that burned down
- Destin Industrial Park – Redevelopment of a lot split for five buildings
- Palm Street Townhomes – Under review at the TRC level
- JPD Investments is a duplicate of the Destin Industrial Park

5. COMMITTEE MEMBER REPORTS:

- **Committee member Morrell** – Asked the status of the pictures she asked to be taken of the residential area in the district for her work plan item to help improve property values. Mr. Zunguze explained that he will discuss this with staff and make a determination if additional resources are needed to accomplish what she needs before he can agree.
- **Committee member Sandstead** – Spoke of how she was not aware that there was \$700k for the Town Center that could be spent. Mr. Zunguze suggested the Chairman be present at the next budget meeting to advocate to Council their district's needs. She also spoke of her friend Dorothy Robinson who was appointed to the committee and will be available to attend her first meeting in June. She spoke of her extensive background experience with grants and how she feels that Mrs. Robinson will be a great asset to the committee.

There was a brief discussion regarding the Sunshine Law and how two members working on one work plan item must discuss their ideas at a meeting or workshop.

6. PUBLIC COMMENTS:

Mr. Ron Sandstead spoke to the members about the success of the Banner Art initiative on the poles and how he would like to see up-lighting on them at Christmas time, but he does not favor of how the money will be spent as discussed earlier.

7. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:20 PM.

Adopted and approved _____ day of _____ 2022.

Lockwood Wernet Chairman

Kim Montgomery Deputy City Clerk

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL, MAY 23, 2022 - 5:00 P.M.**

1. CALL TO ORDER:

Chairman Hoey called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, May 23, 2022, at Destin City Hall, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Richard Hoey
Guy Tadlock
John Stephens
Bill McKissick
Casey Jones
Jim Green

Members Absent

Harvey Hurst

Staff:

Kim Montgomery Deputy City Clerk
Steve O'Connor
Louis Zunguze
Kyle Bauman City Attorney

3. APPROVAL OF MINUTES:

➤ **April 25, 2022**

Motion by Board member Tadlock, seconded by Board member Stephens to approve the April 25, 2022 minutes as corrected.

4. PUBLIC COMMENTS:

None

5. NEW BUSINESS:

A) Proposed Residential Marine Construction Project at 132 Country Club Drive W.

According to Mr. O'Connor, it is his understanding that the board, at the meeting last month motioned to table this item due to lack of what appeared to be state exemption for this project. However, the email that was included from the State clearly says the project is exempt from state review. He then informed the members that staff also included a couple of pamphlets in their packet for this month that talks of the exemption specifically for living shoreline conditions. Additionally, the request is less than 500-linear feet and a seawall is not required for any sort of self-certification or state review, so long as it meets the criteria as outlined. Therefore, staff has brought the project request back due the fact that there is permit to apply for and the email the state provided originally suffices as State's submittal.

Mr. Zunguze reminded the Chairman and the members the they cannot withhold their recommendation based on no permits from the State and staff does have final say at the building permit time to demand any necessary state approvals before issuing a permit to start construction.

Motion by Board member Jones that the Harbor and Waterways Board recommends the City Council approve the single-family marine construction project located, 132 Country Club Drive West subject to the applicant meeting all applicable city permit requirements. With Vice Chair Green providing the second. There was a lengthy discussion regarding how the Code has not been changed to the way the process is now handled with the exemption receipts for those that get self-certified from the FDEP. The Chairman spoke of how he feels that for the protection of the applicant, they should always go online and obtain the permit and have the necessary receipts for their file.

Mr. O'Connor explained that both the FDEP and the ACOE do not review exempted projects and the same goes for the city. If there is an exemption, there are no permits issued saying its exempt, but it is and is reflected in the file like this one was with the email.

With no further discussion, the motion passed 6-0.

6. PUBLIC COMMENT:

None

7. BOARD MEMBER COMMENTS:

➤ **Committee member Tadlock**

Reported that he has seen several locations in the harbor where there are canvas covers over boat slips and spoke of how he is certain that none have gotten approval and questioned if they have been permitted and are they counted in the square footage of the docks or are they exempt.

Mr. O'Connor stated that without knowing the address, there is no way to be able to tell if it was permitted or not. Additionally, if someone were to submit a marine construction permit to cover an existing boat slip that did not originally have a covering on it, it would currently be allowed, noting that will change if the marina siting ordinance is approved. But once the marina siting is updated, it would have to be included in 1,000 square feet. Additionally, staff is following the Florida Self-Certification. Also, as part of this Board and LPA's recommendation, a request would be a staff level approval as long as the request is not beyond self-certification requirements but if it is a residential dock for 3-9 slips, it comes to this board. If it's a commercial dock it comes to this board. In review are the following categories for review:

- Category 1, self-certification. If the applicant can self-certify, per the proposed ordinance for the new marina siting, this would stay at staff level approval.
- Category, 2 is residential dock that is not self-certifiable comes to this board and goes on to City Council for approval.
- Category 3 is for any commercial dock requests comes before the board and goes on to City Council for approval.

Board member Tadlock spoke of his concerns regarding self-certification based on everything being precise and how that is not always the case. Similar to the project they reviewed in February where the owner self-certified they owned the uplands in which case they do not, the County does, and how he believes they will be well past the 1,000 sq. ft. and all three are exempt docks.

Mr. O'Connor asked the members that if there's a different direction they would like to give staff on how to handle these situations. Explaining that if somebody comes through for a residential marine construction permit with a self-certification, and it's approved, then they submit for their marine construction permit and staff reviews it again. Accordingly, if the square footage of the self-certification does not match the marine construction permit, then it will not get approved.

Board member Tadlock then spoke of the old marinas in the harbor that had the metal coverings and are considered grandfathered in. With those being at the end of their life for the structures, and potentially do not have submerged land leases attached because of their age, and what the plan is if one comes in for replacement or rebuild.

According to Mr. O'Connor, the term legal nonconforming structures commonly referred to as grandfather rights, and that term legal non-conformity requires that at some point the structure existed in its current state, either through an approved mechanism by a prior jurisdiction establishing rights and a police power (the ability to enforce powers). Therefore, they are likely grandfathered in, and grandfathered rights exist in perpetuity until the physical dimensions change and/or the structure is destroyed by an act of God for up to 50% of the replacement cost at time of destruction. Additionally, the structure must be replaced within 6-months of destruction, or it loses all of the grandfathering rights per the code, and that applies to anything and everything that has a legal non-conformity, or otherwise known as a grandfather rights.

Regarding the 25-foot setbacks, this is not a requirement if the property owners give permission, and it is only from the property line, not the right riparian line. So, somebody could go 25-feet from the property line along the high water line mark 25-feet out and then 25-feet over back to the riparian line and up, 25-feet from the property line, not the riparian line. Also, the approval from the adjacent property owner needs only to be an email, a letter or at the public hearing. Additionally, legal non-conformities cannot be replaced board for board. Specifically legal non-conforming docks. They cannot be replaced board for board, 100%, because there is only a certain percentage each year based on the cost of construction that it can be replaced. Therefore, if a dock falls into such disrepair that it needs to be replaced 100%, then it must come into compliance with the current code. Legal nonconformity can exist in perpetuity, you cannot increase the nonconformity, but you can decrease a nonconformity.

➤ **Chairman Hoey – Harbor Capacity Study Update**

According to Mr. Zunguze, the heavy work for the study will be taking place until the Labor Day Holiday with the study scheduled to be complete by November. After the reports have been sent to the Harbor Capacity Study Committee for their review and they will make their recommendation to City Council.

*** Board member Jones left the meeting ***

➤ **Vice Chairman Green**

Spoke of the need to have an oil disposal center in the city since Time Saver is no longer in business and was the only location listed by the county in the city. He mentioned the other two locations in the city that do take it but will only take five gallons at a time, and how he currently is storing his used motor oil in his personal storage unit because he has no where else to dump it. He also spoke of State grant programs through the County that could be applied for to help offset the costs of creating and staffing the drop off area.

Vice Chairman Green motioned for city council to instruct staff to research grant opportunities and look for a manned city property location for waste motor oil collection site to be built for small businesses and citizens. Committee member Stephens provided the second. There was a brief discussion about water quality and how important it is, as well as the opportunity for a possible future revenue opportunity for the city to have the collected waste oil recycled. **The motion passed 5-0.**

➤ **Board member Stephens** - Questioned the requirements for better drawing submittals for projects. Mr. O'Connor explained that when the applicant applies for their marine construction permit, engineered drawings are required but this board has previously agreed that they want to make the process as easy as possible for applicant's projects that are not commercial in nature.

➤ **Board member McKissick** - Questioned the definition of a boat slip and how they're dealt when they're used for numerous jet skis instead of one boat.

Mr. O'Connor explained to the Board members that the number of slips usage is based the density of the property and the parking requirements.

There was a discussion about the transient slips the commercial project that came before them at their last meeting and what exactly is considered transient. According to Mr. O'Connor, those slips are for the public use only and not meant for commercial use.

8. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:30 p.m.

Adopted and approved this _____ day of _____ 2022.

Richard Hoey, Chairman

Kim Montgomery, Deputy City Clerk

**LOCAL PLANNING AGENCY
MEETING MINUTES
MAY 26, 2022 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, May 26, 2022, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
Karen Hudson
Marcie Bell
Todd Buhr
Corey Ledbetter

Members Absent

Jason Klosterman

Staff Members Present

Kim Montgomery City Clerk
Daniel Butler Senior Planner
Joe Bodi Engineering Asst. II
Kimberly Kopp City Land Use Attorney (LUA)

3. APPROVAL OF MINUTES:

April 28, 2022

Motion by Agency member Bell, seconded by Agency member Ledbetter to approve the April 28, 2022, minutes as written. The motion passed 5-0.

4. NEW BUSINESS:

A. Comprehensive Plan Chapter 3: Housing Element & Chapter 4 Public Facilities Element Discussion

➤ **Policy 3-1.3.10: Register Rental Units. The City shall achieve registration of a minimum of 90% of all rental units within one year of adoption of this Plan.**

According to Mr. O'Connor, the items to review are either implemented or partially implemented, as identified by 3TP and staff. Additionally, there's only one in Chapter 3 for registering rental units, that says the city shall get a minimum of 90% of all rental units registered in the system. Additionally, the city is currently implementing those through the current short-term rental program and long-term rentals also require registration. However, that process is not as stringent of a policy as the short-term rentals are.

There was a discussion on how staff is able keep on top of the online rentals. The LUA spoke of a staff member in the Code Compliance Dept. that part of his duties is to scour those websites to search any that are being advertised but not in the system. Also citizen complaints calling in the locations into Code Compliance help as well.

Agency member Buhr spoke of how he feels there should be language added in regards to achieving a goal each year towards 100%.

Motion by Agency member Buhr that in addition to removing the one year clause, staff change 90% goal to 95% with Agency member Bell providing the second. The motion passed 5-0.

➤ **Policy 4-1.1.3/4-2.1.3: Share GIS Information. Within one year of adoption of this Plan establish a cooperative arrangement to develop and share geographic information system data that can be jointly used to identify relevant Destin Water Users and City infrastructure locations.**

Motion by Agency member Bell, seconded by Agency member Hudson to recommend City Council adopt staff's suggestions to establish a cooperative arrangement to develop and share geographic information system data that can be jointly used to identify relevant Destin Water Users and City infrastructure locations.

Agency member Buhr made the substitute motion to accept all the provisions throughout with the one year clause.

Mr. O'Connor informed the members if the intent is just to remove the one year clause though out, then he could go ahead and do that and just not bring them forward for their consideration.

Chairman Wood suggested that they vote on the initial motion then Agency member Buhr could bring his suggestions up for comment.

The amended motion died for lack of a second. **The original motion passed 5-0.**

Agency member Buhr made the motion that as they are going forward if the suggestions are specifically for one year that they agree to approve removing the one year for all updating purposes of the Comprehensive Plan. Agency member Hudson provided the second.

Chairman Wood asked staff if the ones they will be considering all have the one year clause. According to Mr. O'Connor, if there are any that have more than one year, he will bring those for their consideration. **With no more discussion the Chairman called for the vote and the motion passed 5-0.**

➤ **Objective 4-3.1: Manage the sand and gravel aquifer recharge conditions**

According to Mr. O'Connor, staff recommends the objective to manage the natural ground water sand and gravel aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes. To continue to coordinate with Okaloosa County, the Florida DEP, and the Northwest Florida Water Management District in maintaining sand and gravel aquifer recharge area functions. Additionally, within one year from the adoption of the Comprehensive Plan, the City shall

adopt in the LDC regulations that established criteria for managing sand and gravel aquifer recharge.

Motion by Agency member Bell, seconded by Chairman Wood to accept staff's recommendations to keep Objective 4-3.1 in the Comprehensive Plan. The motion passed 5-0.

➤ **Policy 4-3.1.1: Coordinate with Outside Agencies.**

Mr. O'Connor spoke of how this policy is already in place and staff recommends continuing with maintaining that coordination with Okaloosa County, FDEP and the NFWF Management Districts in order to maintaining sand and gravel aquifer recharge area functions.

Agency member Bell pointed out that the language states within one year of adopting the Comprehensive Plan and if its included in what they discussed earlier or does it need a new motion? According to Mr. O'Connor, there is more to this policy and staff recommends to maintain the coordination efforts.

Motion by Agency member Bell to accept staff's recommendation and to remove the one year coordination clause to keep the coordination moving forward.

According to Mr. O'Connor the motion that Agency member Buhr made earlier would cover it.

Agency member Bell pointed out that the removal of the one year was not in staff's recommendation for this particular policy. **Agency member Ledbetter seconded the motion. A roll call vote of 5-0 was taken and the motion passed.**

➤ **Policy 4-5.2.2: Request Annual Status of Recycling Programs.**

According to Mr. O'Connor staff recommends that in this policy is already accomplished yearly through the review and renewal of the city's franchise agreements. Therefore, staff recommends that this requirement be removed from the Comprehensive Plan as it is a requirement already of each franchise agreement.

Agency member Bell asked if the franchise agreements have an expiration date or do they just keep continuing until they're renewed or replaced by a new franchise if the previous company no longer exists.

According to Mr. O'Connor, the agreements do specify when they end, similar to a contract.

Motion by Agency member Bell to accept staff's recommendation to remove policy 4-5.2.2 from the Comprehensive Plan for the requirement of the franchise agreement for the annual status of the recycling programs. Agency member Hudson provided the second. The motion passed 5-0.

➤ **Policy 4-6.3.6: Review Library Impact Fees.**

According to Mr. O'Connor this policy is currently being worked on through the current Impact Fee Study. Adding that this study includes all the impact fees currently being collected, and not just the Library Impact Fees, and staff recommends keeping this policy in the Comprehensive Plan.

Motion by Agency member Bell to accept staff's recommendation to to keep Policy 4-6.3.6, Review of Library Impact Fees, with Agency member Hudson providing the second. The motion passed 5-0.

Chairman Wood asked if they were going to have a chance to review the Impact Fee Study. According to Mr. O'Connor, he feels that they would. Adding there is an update on the status of the study that will be presented to Council.

Agency member Bell spoke of a new rental concept that is taking place on the Air BNB sites where people are putting their homes up for rent, per se, to have someone come in and stay with the homeowner's pets while the homeowners are on vacation. The person staying in the home has full access to the home and the area while taking care of the pets. She also spoke of another type rental where it's a long term rental that turns around and rents it out short term during season.

According to Mr. O'Connor for the pet circumstance, without further detail, he is having a hard time connecting dog sitting with short term rental.

The LUA added that the enforcement side of it is, is there noise, parking violations, is there trash building up, those are the issues that can be enforced, regardless of the rental registration concerns. Additionally, she and staff will look into the whole issue and spoke of how now is a good time to look into these issues while the LDC is being rewritten and staff will discuss with the consultant to figure out how they need to addressed.

5. OLD BUSINESS: None.

6. DIRECTOR'S REPORT: None

ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2022.

James Wood, Jr. Chairman

Kim Montgomery, Destin City Clerk

**BOARD OF ADJUSTMENT
DESTIN CITY HALL BOARDROOM
WEDNESDAY, JUNE 1, 2022
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, June 1, 2022, at Destin City Hall Boardroom.

2. ROLL CALL & PLEDGE OF ALLIGENCE:

Present:

Tom Weidenhamer
David Emerson
Cyron Marler
James Moomaw
Robert Pinard

Absent

Kimberley Mergler
Daniella Piper

Staff Present:

Kim Montgomery Deputy City Clerk
Daniel Butler, Senior Planner
Kimberly Kopp Land Use Attorney
Kyle Bauman, City Attorney

3. AGENDA APPROVAL:

Motion to approve the agenda as presented was made by Board member Marler, with Board member Pinard providing the second. The motion passed 5-0.

4. APPROVAL OF MINUTES:

➤ **May 4, 2022**

Motion to approve the minutes of the May 4, 2022 meeting was made by Board member Marler, with Board member Pinard providing the second. The motion passed 5-0.

5. PUBLIC COMMENT:

None

6. NEW BUSINESS:

A. 22-29-VR - 400 Mattie M. Kelly Blvd. Variance Request

The City Attorney (CA) swore in Daniel Butler and Felix Beukencamp for testimony. The City Attorney then noted for the record that he has spoken with the applicant who has agreed to waive the reading of the notice and the application into the record, as well as city staff.

The LUA (Land Use Attorney) entered the Agenda Item and Staff Report including all the attachments, a copy of the application and the attached plans into the evidence as city's composite Exhibit A.

Mr. Butler explained to the board members the applicant is seeking a variance from the LDC Section 16.04.00.A.3 which is the sign setback ordinance. The Applicant is proposing to relocate two

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entry signs 3-feet from the front property line. According to the referenced code, all ground signs shall be located 10-feet from the property line. Additionally, the signs are proposed to be 3'x3' and 8-feet tall and 3-feet off the city sidewalk. Mr. Butler reminded the members that in order to grant a Variance, all six criteria set forth in the LDC 2.25.03(C) must be satisfied, and after reviewing the applicant's request to those criteria, staff determined that the Variance should be denied since all of the findings have not been met.

The LUA asked Mr. Butler if in his professional opinion, is there another location that would be appropriate to meet the code without the Variance. According to Mr. Butler, it could be located at the northern portion of the site and would be able to meet the 10-foot setback requirements however, it would not be at the entrance. She then asked if this is a commercial or residential use. According to Mr. Butler it's multifamily residential.

Mr. Beukencamp spoke to the board how when the plat was created, there was no fore thought on process and Mr. Miles, the owner, just wants to identify the site for the property adding how many times he has encountered people not being able to find Mattie Kelly Blvd. He also spoke of how currently, there is very little traffic on the road but understands that there are plans to extend the road to Hwy 98 in the future. Additionally, he does not think the drawing is accurate comparable to the 10-foot sidewalk and spoke of how the only logical place to put the sign to attract people to the entrance is this location, and although Mr. Butler's suggestion is a good one, it just would not guide people to the entrance of the property.

Chairman Weidenhamer asked the applicant how far back could the sign go? An aerial from the property appraiser website was provided for the members to get an idea of the location the request.

Mr. Beukencamp spoke of the concerns of vehicular or pedestrian conflicts has been voiced by staff but spoke of how the topography is high in the vicinity of where they would like to locate the sign.

In rebuttal to comments made by Mr. Beukencamp, the LUA asked Mr. Butler did the city or the applicant plan this development? According to Mr. Butler, the city does not plan developments, we simply review them to the LDC and projects are designed by the design teams hired by owners. She then asked Mr. Butler if the sign was placed in the north corner where staff suggests, would it still be visible from the road for emergency vehicles to identify the development? According to Mr. Butler, in his opinion, yes. The LUA then stated for the record that they could still comply with the code and have the sign. It just would not be at the access to the property.

Board member Marler questioned if the sign would have any lighting. According to Mr. Beukencamp, he is not aware of any plans to light the sign,

With no further questions from the Board, Chairman Weidenhamer opened the hearing for public comment. With no one in the public to comment, he closed the public portion of the hearing and called for a motion.

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Motion by Chairman Weidenhamer to approve the Variance request for the sign to be located next to their property line which would move the sign approximately 7-foot from the sidewalk, with Vice Chairman Emerson provided the second. With no further discussion, the Chairman called for the vote and the motion passed 5-0.

The LUA stated for the record, this is different than what was asked for and is an approval but not the specific one that was requested and asked the applicant if he understood that.

B. Variance Request 22-17-VR - 437 Main Street

The LUA entered the Agenda Item and Staff Report including all the attachments, a copy of the application and the attached plans into the evidence as city's composite Exhibit A.

Mr. Butler explained the applicant, Matthew McGee of Livin' Right Real Estate, on behalf of Kelly Homes Trust, is requesting a variance from the minimum lot width outlined in Land Development Code (LDC) Section 7.12.08, Dimensional Requirements. The proposed project would split the existing 130' wide lot into two lots, measuring 65' wide. The specific ordinance the applicant is seeking relief from is Table 7-3 Schedule of Dimensional Requirements in Section 7.12.08. The property is in the LDRV zoning district, where those minimum lot line widths are 70'wide, 100' deep and a minimum lot area of 75-feet square feet. As proposed, the two newly created lots would measure 65' wide by 100' deep. Each lot would be five (5) feet short of the minimum lot width requirement listed in LDC Table 7-3, Schedule of Dimensional Requirements, and approval of this request would not show favoritism to the applicant because of the unique nature of the size of the lots.

The Chairman opened the hearing to the public for comment. With no one in the public he then closed the public portion of the hearing and called for additional discussion of a motion.

Motion by Board member Marler to approve Variance, with Vice Chairman Emerson providing the second. The motion passed 5-0.

5. NEXT MEETING: July 6, 2022

6. ADJOURNMENT:

There being no further business the meeting was adjourned at 5:30 p.m.

Adopted and approved this _____ day of _____ 2022.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

**PUBLIC WORKS/PUBLIC SAFETY COMMITTEE
MEETING MINUTES
TUESDAY, JUNE 14, 2022 - 5:30 PM
DESTIN CITY HALL BOARDROOM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, June 14, 2022, at 5:30 p.m., with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

James T. Wood, Jr.
John Green
Tom Weidenhamer
Sam Perman
John Stephens
Marcie Bell

Members Absent

Staff

Rey Bailey City Clerk
Michael Burgess PW Director
JT Hart PW Deputy Director
Krystal Strickland, Finance Director

3. APPROVAL OF MINUTES: May 10, 2022

Motion to approve the minutes of the May 10, 2022 minutes was made by Committee member Bell with Committee member Weidenhamer providing the second. The motion passed 6-0.

4. NEW BUSINESS:

➤ **Undergrounding Utilities Presentation – Marc Porter/Sheff Wright**

Mr. Burgess briefly introduced the presenters of the project to the members.

Ms. Strickland handed out a map depicting seven phases for the project noting that the initial phase will be Highway 98 from the Marler Bridge to Airport Road, explaining the reasoning being this corridor is the most critical since it's the ingress and egress to and from the city and the plan is to get the major businesses and restaurants online first, so that in the event of an emergency and the power is out, they can help support the communities needs for food and supplies. She then explained the next 6 phases and the locales of each.

Mr. Sheff Wright briefly explained the details of the project from his prospective and his duties.

Mr. Marc Porter presented a brief PowerPoint Presentation to the members detailing the project and the timeline.

A series of Q & A's took place amongst the members and Mr. Wright, Mr. Porter and Ms. Strickland regarding the timeline for each phase of work, how the substations would be connected and effected, and how the duct banks are planned to be protected from vehicular accidents, replacement of street lighting and how they're connected and a case scenario, if they were to get flooded. There was also a discussion on possible infrastructure rebates and cost savings for the city for replacing the old

equipment. The transmission lines and how those would be connected was discussed at length. Also, if private roads are included in the project and how the funding from a special assessment would have to be voted by the citizens before it can be endorsed for the final phase.

➤ **2022-2023 Work Plans**

After some minor corrections were noted to the document, Chairman Wood stated that both he and Vice Chairman Green would sign the document and then have the presentation scheduled to present to City Council.

Motion by Committee member Perman, seconded by Committee member Bell to approve the current 2022/2023 Work Plans. The motion passed 6-0.

➤ **Speed Hump Requests – Kelly & Hickory Streets**

Mr. Burgess explained that some residents of those street have approached the city concerning speeding and staff from the Engineering Division went to the location and deployed a speed monitoring device for a sample period. The analysis from that period showed that the highest speed on the roadway was 87 mph and met the requirements of the 85-percentile. He further explained that the cost would be near \$10k for 2 speed tables and signs.

Motion by Committee member Bell to recommend City Council direct staff to install 2 speed tables on Hickory Street with Committee member Weidenhamer providing the second. The motion passed 6-0.

➤ **Stormwater Issues - Public Comments**

The Chairman opened the meeting for public comment, with no one being present, he closed this public portion of the meeting.

➤ **Operational Update:**

- Purchase of a Utility Tractor w/loader and backhoe attachments
- 6 School Zone Beacons for DES was approved and purchased
- Two Variable Message Board were purchased -ARPA Funding
- Draft Solid Waste Franchise Ordinance went for 1st reading to Council

➤ **Project Updates**

- Construction of new offices space at the Maintenance Shop – Underway
- Sidewalk grinding/repairs are underway
- Installation of initial Gulf Shore Drive Swale are finished, and it worked perfectly
- Speed tables on Calhoun Avenue are complete
- Legion Drive sinkhole – complete
- US 98 Median Improvements are underway
- Pavement Assessment for 2022 is complete

- Sidewalk Assessment for 2022 is complete
- Signage Assessment for 2022 is complete

➤ **Emergency Management Update**

- Hurricane Season started June 1st and there is already a low pressure out in the Caribbean but looks to be heading westward.
- Trailer was purchased to house the new water pumps

5. MEMBER COMMENTS:

- **Committee member Green** – Reported that no one ever stops at the stop sign at Bayou Drive, Bambi and Indian Trail area. And feels that another sign with flashing lights should be installed there before a child get hit.
- **Committee member Bell** – Asked if the concrete curbing cut on Holiday Isle she reported about last month has been investigated yet. According to Mr. Hart he did take a look at it and has called in the concrete contractor to go look and come up with a solution to make that area safer. She then asked Mr. Burgess if he got a response regarding the flashing pedestrian signs. According to Mr. Burgess, the signs they inquired about are not FDOT approved signs. She inquired if the requests for We Love Our Children signs had a time limit. According to Mr. Burgess, there is not a limit, and anyone can ask for one to be installed anytime.
- **Chairman Wood** asked about their deadline for the surtax funds. According to Ms. Strickland they need to have their projects before the budget workshop on June 23m 2022 in order to get funded.

6. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:40 p.m.

Adopted and approved this _____ day of _____ 2022.

James T. Wood, Jr. Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: Consent Agenda

AGENDA OUTLINE NUMBER: 3.M.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Rey Bailey, City Clerk

DATE: July 7, 2022

SUBJECT: Committees/Boards Monthly Absentee Report

I. BACKGROUND: The committee attendance report for June is provided in attachment 1. The report shows absentee status for January through June 2022.

II. DISCUSSION: Committee membership roster is provided in attachment 2.

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life

B. Effect on Budget (EOB): None. These are volunteer positions.

C. Level of Service (LOS): Each committee is designed to consist of 7 members, with 4 constituting a quorum. A fully seated committee is necessary to more effectively procure the business for which it was established.

D. Legislative Sponsor: City Clerk

III. CONCLUSION:

IV. RECOMMENDED MOTION: None. For information only.

Attachments:

1. Committee Absentee Report - January-June 2022
2. Committee Membership Roster

COMMITTEE ABSENTEE REPORT
(January – June 2022)

BOARD OF ADJUSTMENT

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>June 1, 2022</u> <i>(Meeting Held)</i>	<i>Kimberly Mergler Daniella Piper</i>	<i>Wagner Hebert</i>
<u>May 4, 2022</u> <i>(Meeting Held)</i>	<i>Kimberly Mergler James Moomaw Tom Weidenhamer</i>	<i>Wagner King Braden</i>
<u>April 6, 2022</u> <i>(Meeting Held)</i>	<i>Kimberly Mergler Daniella Piper</i>	<i>Wagner Hebert</i>
<u>March 2, 2022</u> <i>(Meeting cancelled. No applications submitted)</i>		
<u>February 2, 2022</u> <i>(Meeting cancelled. Applicant withdrew application)</i>		
<u>January 5, 2022</u> <i>(Meeting cancelled. No applications submitted)</i>		

HARBOR AND WATERWAYS BOARD

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>June 27, 2022</u> <i>(Meeting cancelled for lack of a quorum)</i>	<i>Harvey Hurst Jim Green Richard Hoey William McKissick</i>	<i>Schmidt Braden Bagby Hebert</i>
<u>May 23, 2022</u> <i>(Meeting Held)</i>	<i>Harvey Hurst</i>	<i>Schmidt</i>
<u>April 25, 2022</u> <i>(Meeting Held)</i>	<i>Casey Jones Harvey Hurst Jim Green</i>	<i>King Schmidt Braden</i>
<u>March 28, 2022</u> <i>(Meeting Held)</i>	<i>Harvey Hurst Casey Jones Jim Green</i>	<i>Schmidt King Braden</i>
<u>February 28, 2022</u> <i>(Meeting Held)</i>	<i>Harvey Hurst Casey Jones</i>	<i>Schmidt King</i>
<u>January 24, 2022</u> <i>(Meeting Held)</i>	<i>Jim Green Casey Jones William McKissick</i>	<i>Braden King Hebert</i>

HARBOR COMMUNITY REDEVELOPMENT AGENCY (CRA)
ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>June 8, 2022</u> <i>(Meeting cancelled for lack of a quorum)</i>	<i>Mike Buckingham Mike Raim Casey Jones Ian Blaise Jim Green</i>	<i>Destin Braden Wagner Schmidt King</i>
<u>May 11, 2022</u> <i>(Meeting Held)</i>	<i>Mike Buckingham</i>	<i>Destin</i>
<u>April 13, 2022</u> <i>(Meeting Held)</i>	<i>Mike Buckingham Jim Green</i>	<i>Destin King</i>
<u>March 9, 2022</u> <i>(Meeting cancelled. No items to be heard)</i>		
<u>February 9, 2022</u> <i>(Meeting Held)</i>	<i>Ian Blaise Jim Green</i>	<i>Schmidt King</i>
<u>January 12, 2022</u> <i>(Meeting Held)</i>	<i>Mike Buckingham Casey Jones</i>	<i>Destin Ramswell/Wagner</i>

LOCAL PLANNING AGENCY
(Two scheduled meetings per month)

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>June 23, 2022</u> <i>(Meeting Held)</i>	<i>Jason Klosterman</i>	<i>Braden</i>
<u>June 2, 2022</u> <i>(Meeting cancelled. No items to present)</i>		
<u>May 26, 2022</u> <i>(Meeting Held)</i>	<i>Jason Klosterman</i>	<i>Braden</i>
<u>May 5, 2022</u> <i>(Meeting cancelled. No items to present)</i>		
<u>April 28, 2022</u> <i>(Meeting Held)</i>	<i>Jason Klosterman</i>	<i>Braden</i>
<u>April 7, 2022</u> <i>(Meeting cancelled. No items to discuss)</i>		
<u>March 24, 2022</u> <i>(Meeting Held)</i>	<i>Corey Ledbetter</i>	<i>Schmidt</i>
<u>March 3, 2022</u> <i>(Meeting cancelled. No items to be heard)</i>		
<u>February 3, 2022</u> <i>(Meeting Held)</i>	<i>Corey Ledbetter</i> <i>Jason Klosterman</i>	<i>Schmidt</i> <i>Braden</i>
<u>February 24, 2022</u> <i>(Meeting Held)</i>	<i>None</i>	
<u>January 27, 2022</u> <i>(Cancelled due to Council Visioning Session)</i>		
<u>January 6, 2022</u> <i>(Meeting Held)</i>	<i>Karen Hudson</i>	<i>King</i>

PARKS AND RECREATION COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>June 28, 2022</u> <i>(Meeting Held)</i>	<i>Brian Liesveld</i>	<i>Bagby</i>
<u>May 24, 2022</u> <i>(Meeting cancelled for lack of a quorum)</i>	<i>Nikki Johnson</i> <i>Matthew Sweetser</i> <i>Barbara Telford</i>	<i>King</i> <i>Braden</i> <i>Wagner</i>
<u>April 26, 2022</u> <i>(Meeting cancelled for lack of a quorum)</i>	<i>Brian Liesveld</i> <i>Barbara Telford</i> <i>Leslie Schmidt</i> <i>Sandy Tramell</i>	<i>Overdier/Bagby</i> <i>Ramswell/Wagner</i> <i>Schmidt</i> <i>Destin</i>
<u>March 22, 2022</u> <i>(Meeting Held)</i>	<i>Brian Liesveld</i> <i>Matthew Sweetser</i>	<i>Overdier/Bagby</i> <i>Braden</i>
<u>February 22, 2022</u> <i>(Meeting cancelled due to conflict with Tuesday city council meeting)</i>		
<u>January 25, 2022</u> <i>(Meeting cancelled for lack of quorum)</i>	<i>Nikki Johnson</i> <i>Matthew Sweetser</i> <i>Brian Liesveld</i> <i>Daniella Piper</i>	<i>King</i> <i>Braden</i> <i>Overdier/Bagby</i> <i>Hebert</i>

PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>June 14, 2022</u> <i>(Meeting Held)</i>	<i>All Present</i>	
<u>May 10, 2022</u> <i>(Meeting Held)</i>	<i>All Present</i>	
<u>April 12, 2022</u> <i>(Meeting cancelled. No items to be heard)</i>		
<u>March 8, 2022</u> <i>(Meeting Held)</i>	<i>Mark Brown Jim Wood</i>	<i>Bagby Ramswell/Wagner</i>
<u>February 8, 2022</u> <i>(Meeting Held)</i>	<i>Mark Brown</i>	<i>Bagby</i>
<u>January 11, 2022</u> <i>(Meeting Held)</i>	<i>Marcie Bell John Green</i>	<i>King Hebert</i>

TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY
(CRA) ADVISORY COMMITTEE

SCHEDULED MEETINGS	MEMBERS ABSENT	NOMINATING COUNCIL MEMBER
<u>June 15, 2022</u> <i>(Meeting cancelled for lack of a quorum)</i>	<i>Lockwood Wernet Matthew Sweetser Alexander Santos</i>	<i>Bagby Wagner Schmidt</i>
<u>May 18, 2022</u> <i>(Meeting Held)</i>	<i>Alexander Santos Dorothy Robinson</i>	<i>Schmidt Braden</i>
<u>April 20, 2022</u>	<i>Alexander Santos</i>	<i>Schmidt</i>
<u>March 16, 2022</u> <i>(Meeting cancelled for lack of quorum)</i>	<i>Matthew Sweetser Alexander Santos</i>	<i>Ramswell/Wagner Schmidt</i>
<u>February 16, 2022</u> <i>(Meeting cancelled for lack of quorum)</i>	<i>Matthew Sweetser Alexander Santos</i>	<i>Ramswell/Wagner Schmidt</i>
<u>January 19, 2022</u> <i>(Meeting cancelled for lack of quorum)</i>	<i>Matthew Sweetser Alexander Santos</i>	<i>Ramswell/Wagner Schmidt</i>

BOARD OF ADJUSTMENT

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
***Tom Weidenhamer (Chairman) 808 Wild Oak Avenue Destin, FL 32541 585-1400 cell & preferred contact # 837-7600 (Hm) tweidenhamer@cityofdestin.com	Braden	4/2/2018	11/2022
David Emerson (V Chair) 501 Beach Drive Destin, FL 32541 269-1080 (hm) 585-2633 (cell) demerson@cityofdestin.com	Schmidt	12/7/2020	11/2024
Daniella Piper 608 Main Street Destin, FL 32541 (404) 435-6493 dpiper@cityofdestin.com	Hebert	4/19/2021	11/2024
***Cyron Marler 616 2 nd Street Destin, FL 32541 850-687-0654 (cell) cyronmarler@cox.net	Bagby	12/6/2021	11/2022
***Kimberley Mergler 3598 Waverly Circle Destin, FL 32541 404-731-9685 (cell) Kmergler@gmail.com	Wagner	12/6/2021	11/2022
Robert Pinard 220 Dolphin Estates Ct Destin, FL 32541 850-533-9632 (cell) bob.pinard@gmail.com	Destin	12/6/2021	11/2024
James Moomaw 1048 Hwy 98 E, Unit 303W Destin, FL 32541 214-683-0484 (cell) j.moomaw@sbcglobal.net	King	12/6/2021	11/2024

*** **Member will need to apply for reappointment in November 2022 following council election**

HARBOR AND WATERWAYS BOARD

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
***Richard Hoey (Chair) 3819 Indian Bayou Trail Destin, FL 32541 (404) 457-5158 rhoey@cityofdestin.com	Bagby	4/2/2018	11/2022
***Capt. Jim Green (V. Chair) 824 N. Lakeside Drive Destin, FL 32541 837-1293 (W) 259-5308 (Main) jgreen@cityofdestin.com	Braden	11/5/2018	11/2022
***Guy Tadlock 502 Norriego Road Destin, FL 32541 837-7078 334-728-0091 gtadlock@cityofdestin.com	Ramswell/Wagner	4/4/2018	11/2022
William McKissick 151 Calhoun Avenue Destin, FL 32541 (850) 803-4269 bmckissick@cityofdestin.com	Hebert	12/7/2020	11/2024
Casey Jones 3830 Indian Trail Destin, FL 32541 837-6935 (H) 259-5531 (C) cjones@cityofdestin.com	King	12/7/2020	11/2024
John Stephens 4025 Indian Trail Destin, FL 32541 850-217-4711 (cell) jstephens@cityofdestin.com	Destin	12/7/2020	11/2024
Harvey Hurst 404 Spanish Moss Trail Destin, FL 32541 310-910-7964 hhurst@cityofdestin.com	Schmidt	4/5/21	11/2024
<u>Deployment for one year beginning July 1, 2022</u>			

***** Member will need to apply for reappointment in November 2022 following council election**

HARBOR COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>APPTD. BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Mike Buckingham (Chair) 510 Calhoun Avenue Destin, FL 32541 (850) 837-7770 (H) (850) 654-1633 (W) (850) 259-6533 (C) mbuckingham@cityofdestin.com	Destin	12/7/2020	11/2024
Capt. Jim Green (V. Chair) 824 N. Lakeside Drive Destin, FL 32541 837-1293 (W) 259-5308 (Main) jgreen@cityofdestin.com	King	12/7/2020	11/2024
***Mike Raim 619 Calhoun Avenue Destin, FL 32541 (850) 837-9538 (H) (850) 837-9161 (W) mrain@cityofdestin.com	Braden	4/2/2018	11/2022
***Casey Jones 3830 Indian Trail Destin, FL 32541 837-6935 (H) 259-5531 (C) cjones@cityofdestin.com	Ramswell/Wagner	4/2/2018	11/2022
***H. Jan Best 504 Norriego Road Destin, FL 32541 837-6360 (Home) 678-472-4745 (Cell) 837-0955 (Work) hbest@cityofdestin.com	Overdier/Bagby	4/2/2018	11/2022
Sandy Trammell 3823 Indian Trail Destin, FL 32541 837-6366 (home) 585-3408 (cell) strammell@cityofdestin.com	Hebert	12/7/2020	11/2024
Ian Blaise 702 Lakeside Drive Destin, FL 32541 (850) 748-8002 lblaise@cityofdestin.com	Schmidt	12/7/2020	12/2024

***** Member will need to apply for reappointment in November 2022 following council election**

LOCAL PLANNING AGENCY

<u>MEMBERS</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Jim T. Wood, Jr. (Chair) 3790 Misty Way 269-0196 (home) jwood@cityofdestin.com	Destin	12/7/2020	11/2024
Corey Ledbetter (V. Chair) 301 Cypress Street Destin, FL 32541 (850) 240-2449 cl Ledbetter@cityofdestin.com	Schmidt	3/15/2021	11/2024
***Todd Buhr 4510 Luke Avenue Destin, FL 32541 334-494-3749	Bagby	1/18/2022	11/2022
Karen Hudson (formerly Drexler) 4221 Commons Dr. Apt. 2311 Destin, FL 32541 (615) 418-0142 khudson@cityofdestin.com	King	12/7/2020	11/2024
Marcie Bell 3 Gulf Breeze Ct. Destin, FL 32541 (850) 974-2711 mbell@cityofdestin.com	Hebert	12/7/2020	11/2024
***Jason Klosterman 1014 Airport Road Destin, FL 32541 714-3880 © jklosterman@cityofdestin.com	Braden	7/16/2018	11/2022
*** VACANT	Wagner	12/6/2021	-----

*** Member will need to apply for reappointment in November 2022 following council election

PARKS & RECREATION COMMITTEE

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
Nikki Johnson 3710 First Street Destin, FL 32541 (850) 225-0562 njohnson@cityofdestin.com	King	12/7/2020	11/2024
***Matthew Sweetser 3710 First Street Destin 850-830-4433 msweetser@cityofdestin.com	Braden	4/2/2018	11/2022
<u>Elected to the council effective November 2022</u>			
***Brian Liesveld 301 Primrose Circle Destin, FL 32541 (520) 850-9500 bliesveld@cityofdestin.com	Overdier/Bagby	3/2/2020	11/2022
***Barbara Telford 19 Indian Bayou Drive Destin, FL 32541 (850) 499-2643 btelford@cityofdestin.com	Ramswell/Wagner	2/3/2020	11/2022
<u>Resigned from the committee in June 2022</u>			
Leslie Schmidt 833 Kell Aire Drive Destin, FL 32541 lschmidt@cityofdestin.com	Schmidt	12/7/2020	11/2024
Daniella Piper 608 Main Street Destin, FL 32541 (404) 435-6493 dpiper@cityofdestin.com	Hebert	12/7/2020	11/2024
Sandy Trammell 3823 Indian Trail Destin, FL 32541 837-6366 (home) 585-3408 (cell) strammell@cityofdestin.com	Destin	12/7/2020	11/2024

***** Member will need to apply for reappointment in November 2022 following council election**

PUBLIC WORKS/PUBLIC SAFETY

<u>MEMBER</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP.DATE</u>
***Jim T. Wood, Jr. (Chair) 3790 Misty Way 269-0196 (home) jwood@cityofdestin.com	Ramswell/Wagner	3/18/2019	11/2022
Marcie Bell 3 Gulf Breeze Court Destin, FL 32541 (850) 974-2711 mbell@cityofdestin.com	King	12/7/2020	11/2024
***Tom Weidenhamer 808 Wild Oak Avenue Destin, FL 32541 585-1400 cell & preferred contact # 837-7600 (Hm) tweidenhamer@cityofdestin.com	Braden	4/2/2018	11/2022
John Green 3792 Indian Trail Destin, FL 32541 770-630-7555 jgreen@gmail.com	Hebert	12/7/2021	11/2024
Shirley "Sam" Perman 4652 Destiny Way Destin, FL 32541 269-7684 (H) 803-7684 (C) sperman@cityofdestin.com	Destin	12/7/2020	11/2024
John Stephens 4025 Indian Trail Destin, FL 32541 850-217-4777 (cell) john@lutherspontoon.com	Schmidt	12/6/2021	11/2024
***Mark Brown 85 Dolphin Stree Destin, FL 32541 850-420-7371 (cell) marklbrownjr@yahoo.com	Bagby	12/6/2021	11/2022

***** Member will need to apply for reappointment in November 2022 following council election**

TOWN CENTER COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>NOMINATED BY</u>	<u>DATE APPTD.</u>	<u>EXP. DATE</u>
***Lockwood Wernet (Chairman) 10 Country Club Dr Destin, FL 32541 837-6146 (wk) 200-2028 (c) 654-5173 (fax) lwernet@cityofdestin.com	Overdier/Bagby	12/7/2020	11/2022
Michelle Sandstead (V. Chair) 337 Calhoun Ave. Destin, FL 32541 837-0327 (hm) 269-3200 (wk) 974-4031 (cell) msandstead@cityofdestin.com	Hebert	12/7/2020	11/2024
Delores Morrell 3828 Indigo Circle Destin, FL 32541 (850) 238-1942 dmorrell@cityofdestin.com	Destin	12/7/2020	11/2024
***Matthew Sweetser 710 Legion Dr. #F3 Destin 850-830-4433 msweetser@cityofdestin.com	Ramswell/Wagner	1/7/2020	11/2022
<u>Elected to the council effective November 2022</u>			
Alexander Santos 174 Bayou Drive Destin, FL 32541 850-716-7911 asantos@cityofdestin.com	Schmidt	5/3/2021	11/2024
Dorothy Robinson 12 Weekewachee Circle Destin, FL 32541 850-217-1542	Braden		11/2022
VACANT	King		11/2024

***** Member will need to apply for reappointment in November 2022 following council election**

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Lance Johnson, City Manager

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

DATE: June 29, 2022

SUBJECT: Post Certificate of Occupancy Building Inspections- Update

I. BACKGROUND:

At the **January 3, 2022** City Council meeting, Council directed the City Land Use Attorney and staff to draft a resolution for the Mayor's signature addressed to the State Legislature, specifically State Representative Maney, Senator Gainer, and Governor DeSantis, requesting they strengthen the State's oversight of condominium maintenance by raising the threshold for owners to waive raising the necessary money to protect their investment. **The recommendation was made to table establishment of city regulations on these issues until after adjournment of the State's legislative session.**

II. DISCUSSION:

Since then, the Florida Legislature passed **Senate Bill (4-D)**, which was subsequently signed by Governor DeSantis on May 26, 2022 and made **effective immediately**. In relevant part, Senate Bill 4-D amends chapters 553 and 718, Florida Statutes relating to mandatory structural inspections for condominium and cooperative buildings.

Specifically, the Bill establishes a statewide structural inspection program, requiring Condominium and Cooperative Associations to conduct **Milestone Structural Inspections** of their buildings and to perform **Structural Reserve Studies** to ensure the Condominium and Cooperative buildings are safe for continued use. The following are the details of the State's action:

Responsibilities of the Homeowners/Condominium Association

1. Milestone Structural Inspection

A Milestone Structural Inspection must be performed by a **licensed engineer or licensed architect** and adhere to the following guidelines:

- An Association is required to perform a **Milestone Structural Inspection** for each

building within its community that is three (3) or more stories high. This inspection must occur by December 31 of the year in which the building turns thirty (30) years old and must be conducted every ten (10) years thereafter.

- For Condominiums located within three (3) miles of the coastline, each building within the community that is three (3) or more stories high, must be inspected by December 31 of the year in which the building turns twenty-five (25) years old, and then subsequently every ten (10) years thereafter.
- If an Association is older than thirty **(30) years old** (e.g. the building's Certificate of Occupancy was issued on or before **July 1, 1992**), the Association must conduct a Milestone Structural Inspection of the buildings within its community before **December 31, 2024**.
- The Association is responsible for all costs associated with performing a Milestone Structural Inspection. The Milestone Structural Inspection Report is an official record of the Association. The Report must be maintained by the Association for fifteen (15) years. A Tenant of a Unit has a right to inspect an Association's Milestone Structural Inspection Report, and a prospective purchaser of a Unit has a right to inspect an Association's Summary of the Report.

2. Integrity Reserve Study

This is a study of the reserve funds required for future major repairs and replacement of the common areas based on visual inspection of the common areas.

- Must be completed every 10 years after the Condominiums creation for each building that is of 3 stories or more, with the initial Structural Integrity Reserve Study by December 31, 2024.
- The study must state the estimated useful life and the estimated replacement cost or deferred maintenance expense of the common areas being visually inspected and provide a recommended annual reserve amount.
- The structural integrity reserve study must include roofs; load bearing walls or other primary structural members; floors; foundations; fireproofing and fire protection systems; plumbing; electrical systems; waterproofing and exterior paint; windows; any other item which exceeds \$10,000 in deferred maintenance cost and was identified by the Engineer or Architect performing the inspection portion of the structural integrity reserve study and is an official record of the association.

By January 1, 2023, condominium & cooperative associations must provide to the Division of Florida Condominiums, Timeshares and Mobile Homes in writing:

- The respective name of the association
- Number of buildings on property that are 3 stories or more.
- Total number of units in all buildings
- Address of all buildings
- Counties of all building locations

The Division of Florida Condominiums, Timeshares and Mobile Homes is required to compile a list of the number of buildings which is searchable by counties and must post the list on the Division's website.

Responsibilities of the City:

- The new law requires the City, as the local enforcement agency, to send notices to associations of the milestone inspection requirement by certified mail, return receipt requested. This will be accomplished by the Community Development Department/Building Division.
- The new law gives the City the discretion to prescribe timelines and penalties for enforcement and non-compliance. (Additionally, County commissions may adopt ordinances establishing timelines for necessary repairs identified in a report, and such repairs must be commenced within 365 days after receiving the report).
- The Association then has 180 days to perform a “**Phase 1**” inspection. The Phase 1 inspection requires an architect or engineer to perform the following:
 - i. A visual inspection of the property and undertake a qualitative assessment of the building’s condition by attesting to the life safety and adequacy of the structural components of the building.
 - ii. To the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including determination of any necessary maintenance, repair, or replacement of any structural component in a report.
 - iii. If the “Phase 1” inspection reveals NO signs of structural deterioration, then a “Phase 2” inspection is not required.
 - iv. A “Phase 2” inspection is required if structural deterioration is noted in the report and the inspection may require destructive testing at the inspector’s direction.

If an association fails to submit proof to the City that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the Building Official would be required to review and determine if the building is unsafe for human occupancy.

Significantly, the new law authorizes local governments to establish timelines and penalties for noncompliance.

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life and Safety for Families

B. Effect on Budget (EOB): Staff will contract professional engineering services to review inspection reports as they come in from the associations. Funds for Professional Services were budgeted for FY 2022 (\$152k) and FY 2023 (\$100k) to review the inspection reports and for other building code related professional services. Staff is currently working to find the number of buildings that meet the requirements for initial inspections. These expenditures are budgeted in the City's Building Fund which is supported by Building Permit Fees. Staff will confer with other Florida local governments and our Rate Consultant to propose the optimal methods to recapture these expenditures.

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

D. Legislative Sponsor: City Management

III. CONCLUSION:

In order to accomplish this task, staff is requesting that the City Council direct the Land Use Attorney and staff to prepare an ordinance for compliance with the new state laws, and to establish measures for local enforcement.

IV. RECOMMENDED MOTION: I move that the City Council direct the City Land Use Attorney and staff to prepare an ordinance compliant with the new state law.

Attachments:

1. Senate Bill 4D Building Safety

CHAPTER 2022-269

Senate Bill No. 4-D

An act relating to building safety; amending s. 553.844, F.S.; providing that the entire roofing system or roof section of certain existing buildings or structures does not have to be repaired, replaced, or recovered in accordance with the Florida Building Code under certain circumstances; requiring the Florida Building Commission to adopt rules and incorporate the rules into the building code; prohibiting local governments from adopting certain administrative or technical amendments to the building code; amending s. 468.4334, F.S.; requiring community association managers and community association management firms to comply with a specified provision under certain circumstances; creating s. 553.899, F.S.; providing legislative findings; defining the terms “milestone inspection” and “substantial structural deterioration”; specifying that the purpose of a milestone inspection is not to determine compliance with the Florida Building Code or the firesafety code; requiring condominium associations and cooperative associations to have milestone inspections performed on certain buildings at specified times; specifying that such associations are responsible for costs relating to milestone inspections; providing applicability; requiring that initial milestone inspections for certain buildings be performed before a specified date; requiring local enforcement agencies to provide certain written notice to condominium associations and cooperative associations; requiring condominium associations and cooperative associations to complete phase one of a milestone inspection within a specified timeframe; specifying that milestone inspections consist of two phases; providing requirements for each phase of a milestone inspection; requiring architects and engineers performing a milestone inspection to submit a sealed copy of the inspection report and a summary that includes specified findings and recommendations to certain entities; providing requirements for such inspection reports; requiring condominium associations and cooperative associations to distribute and post a copy of each inspection report and summary in a specified manner; authorizing local enforcement agencies to prescribe timelines and penalties relating to milestone inspections; authorizing boards of county commissioners to adopt certain ordinances relating to repairs for substantial structural deterioration; requiring local enforcement agencies to review and determine if a building is unsafe for human occupancy under certain circumstances; requiring the Florida Building Commission to review milestone inspection requirements and make any recommendations to the Governor and the Legislature by a specified date; requiring the commission to consult with the State Fire Marshal to provide certain recommendations to the Governor and the Legislature by a specified date; amending s. 718.103, F.S.; providing a definition; amending s. 718.111, F.S.; revising the types of records that constitute the official records of a condominium association; requiring associations to maintain specified records for a certain timeframe; specifying that renters of a unit

have the right to inspect and copy certain reports; requiring associations to post a copy of certain reports and reserve studies on the association's website; amending s. 718.112, F.S.; specifying the method for determining reserve amounts; prohibiting certain members and associations from waiving or reducing reserves for certain items after a specified date; requiring certain associations to receive approval before waiving or reducing reserves for certain items; prohibiting certain associations from using reserve funds, or any interest accruing thereon, for certain purposes after a specified date; requiring certain associations to have a structural integrity reserve study completed at specified intervals and for certain buildings by a specified date; providing requirements for such study; conforming provisions to changes made by the act; restating requirements for associations relating to milestone inspections; specifying that if the officers or directors of a condominium association fail to have a milestone inspection performed, such failure is a breach of their fiduciary relationship to the unit owners; amending ss. 718.116 and 718.117, F.S.; conforming cross-references; amending s. 718.301, F.S.; revising reporting requirements relating to the transfer of association control; amending s. 718.501, F.S.; revising the Division of Florida Condominiums, Timeshares, and Mobile Homes' authority relating to enforcement and compliance; requiring certain associations to provide certain information and updates to the division by a specified date and within a specified timeframe; requiring the division to compile a list with certain information and post such list on its website; amending s. 718.503, F.S.; revising the documents that must be delivered to a prospective buyer or lessee of a residential unit; revising requirements for nondeveloper disclosures; amending s. 718.504, F.S.; revising requirements for prospectuses and offering circulars; amending s. 719.103, F.S.; providing a definition; amending s. 719.104, F.S.; revising the types of records that constitute the official records of a cooperative association; requiring associations to maintain specified records for a certain timeframe; specifying that renters of a unit have the right to inspect and copy certain reports; amending s. 719.106, F.S.; specifying the method for determining reserve amounts; prohibiting certain members and associations from waiving or reducing reserves for certain items after a specified date; requiring certain associations to receive approval before waiving or reducing reserves for certain items; prohibiting certain associations from using reserve funds, or any interest accruing thereon, for certain purposes after a specified date; requiring certain associations to have a structural integrity reserve study completed at specified intervals and for certain buildings by a specified date; providing requirements for such study; conforming provisions to changes made by the act; restating requirements for associations relating to milestone inspections; specifying that if the officers or directors of a cooperative association fail to have a milestone inspection performed, such failure is a breach of their fiduciary relationship to the unit owners; amending s. 719.301, F.S.; requiring developers to deliver a turnover inspection report relating to cooperative property under certain circumstances; amending s. 719.501, F.S.; revising the division's authority relating to enforcement and compliance; requiring certain associations

to provide certain information and updates to the division by a specified date and within a specified time; requiring the division to compile a list with certain information and post such list on its website; amending s. 719.503, F.S.; revising the documents that must be delivered to a prospective buyer or lessee of a residential unit; revising nondeveloper disclosure requirements; amending s. 719.504, F.S.; revising requirements for prospectuses and offering circulars; amending ss. 720.303, 720.311, and 721.15, F.S.; conforming cross-references; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (5) is added to section 553.844, Florida Statutes, to read:

553.844 Windstorm loss mitigation; requirements for roofs and opening protection.—

(5) Notwithstanding any provision in the Florida Building Code to the contrary, if an existing roofing system or roof section was built, repaired, or replaced in compliance with the requirements of the 2007 Florida Building Code, or any subsequent editions of the Florida Building Code, and 25 percent or more of such roofing system or roof section is being repaired, replaced, or recovered, only the repaired, replaced, or recovered portion is required to be constructed in accordance with the Florida Building Code in effect, as applicable. The Florida Building Commission shall adopt this exception by rule and incorporate it in the Florida Building Code. Notwithstanding s. 553.73(4), a local government may not adopt by ordinance an administrative or technical amendment to this exception.

Section 2. Subsection (1) of section 468.4334, Florida Statutes, is amended to read:

468.4334 Professional practice standards; liability.—

(1)(a) A community association manager or a community association management firm is deemed to act as agent on behalf of a community association as principal within the scope of authority authorized by a written contract or under this chapter. A community association manager and a community association management firm shall discharge duties performed on behalf of the association as authorized by this chapter loyally, skillfully, and diligently; dealing honestly and fairly; in good faith; with care and full disclosure to the community association; accounting for all funds; and not charging unreasonable or excessive fees.

(b) If a community association manager or a community association management firm has a contract with a community association that has a building on the association's property that is subject to s. 553.899, the community association manager or the community association management firm must comply with that section as directed by the board.

Section 3. Section 553.899, Florida Statutes, is created to read:

553.899 Mandatory structural inspections for condominium and cooperative buildings.—

(1) The Legislature finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

(2) As used in this section, the terms:

(a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. 627.706, by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code.

(b) “Substantial structural deterioration” means substantial structural distress that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

(3) A condominium association under chapter 718 and a cooperative association under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If the building is located within 3 miles of a coastline as defined in s. 376.031, the condominium association or cooperative association must have a milestone inspection performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated

with the inspection. This subsection does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

(4) If a milestone inspection is required under this section and the building's certificate of occupancy was issued on or before July 1, 1992, the building's initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(5) Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.

(6) Within 180 days after receiving the written notice under subsection (5), the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

(7) A milestone inspection consists of two phases:

(a) For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(b) A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(8) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

(b) Indicate the manner and type of inspection forming the basis for the inspection report.

(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.

(f) Identify and describe any items requiring further inspection.

(9) The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(10) A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

(11) A board of county commissioners may adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

(12) The Florida Building Commission shall review the milestone inspection requirements under this section and make recommendations, if any, to the Legislature to ensure inspections are sufficient to determine the structural integrity of a building. The commission must provide a written report of any recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2022.

(13) The Florida Building Commission shall consult with the State Fire Marshal to provide recommendations to the Legislature for the adoption of comprehensive structural and life safety standards for maintaining and inspecting all types of buildings and structures in this state that are three stories or more in height. The commission shall provide a written report of its recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2023.

Section 4. Subsections (25) through (30) of section 718.103, Florida Statutes, are renumbered as subsections (26) through (31), respectively, and a new subsection (25) is added to that section, to read:

718.103 Definitions.—As used in this chapter, the term:

(25) “Structural integrity reserve study” means a study of the reserve funds required for future major repairs and replacement of the common areas based on a visual inspection of the common areas. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed by an engineer licensed under chapter 471 or an architect licensed under chapter 481. At a minimum, a structural integrity reserve study must identify the common areas being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of the common areas being visually inspected, and provide a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each common area being visually inspected by the end of the estimated remaining useful life of each common area.

Section 5. Paragraph (b) of subsection (7) and paragraphs (a), (c), and (g) of subsection (12) of section 718.111, Florida Statutes, are amended to read:

718.111 The association.—

(7) TITLE TO PROPERTY.—

~~(b) Subject to s. 718.112(2)(o) the provisions of s. 718.112(2)(m), the association, through its board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.~~

(12) OFFICIAL RECORDS.—

(a) From the inception of the association, the association shall maintain each of the following items, if applicable, which constitutes the official records of the association:

1. A copy of the plans, permits, warranties, and other items provided by the developer under s. 718.301(4).

2. A photocopy of the recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.

3. A photocopy of the recorded bylaws of the association and each amendment to the bylaws.

4. A certified copy of the articles of incorporation of the association, or other documents creating the association, and each amendment thereto.

5. A copy of the current rules of the association.

6. A book or books that contain the minutes of all meetings of the association, the board of administration, and the unit owners.

7. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and facsimile numbers of unit owners consenting to receive notice by electronic transmission. The e-mail addresses and facsimile numbers are not accessible to unit owners if consent to receive notice by electronic transmission is not provided in accordance with sub-subparagraph (c)3.e. However, the association is not liable for an inadvertent disclosure of the e-mail address or facsimile number for receiving electronic transmission of notices.

8. All current insurance policies of the association and condominiums operated by the association.

9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the association.

11. Accounting records for the association and separate accounting records for each condominium that the association operates. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The accounting records must include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.

c. All audits, reviews, accounting statements, structural integrity reserve studies, and financial reports of the association or condominium. Structural integrity reserve studies must be maintained for at least 15 years after the study is completed.

d. All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the association for at least 1 year after receipt of the bid.

12. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which must be maintained for 1 year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph (b).

13. All rental records if the association is acting as agent for the rental of condominium units.

14. A copy of the current question and answer sheet as described in s. 718.504.

15. A copy of the inspection ~~reports report~~ as described in ss. 553.899 and 718.301(4)(p) and any other inspection report relating to a structural or life safety inspection of condominium property. Such record must be maintained by the association for 15 years after receipt of the report s. 718.301(4)(p).

16. Bids for materials, equipment, or services.

17. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).

18. All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

(c)1. The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member or authorized representative of such member. A renter of a unit has a right to inspect and copy only the declaration of condominium, ~~and the association's bylaws and rules, and the inspection reports described in ss. 553.899 and 718.301(4)(p).~~ The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying but may not require a member to demonstrate any purpose or state any reason for the inspection. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A unit owner who is denied access to official records is

entitled to the actual damages or minimum damages for the association's willful failure to comply. Minimum damages are \$50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records.

2. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d).

3. The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all amendments to each of the foregoing, as well as the question and answer sheet as described in s. 718.504 and year-end financial information required under this section, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association's providing the member or his or her authorized representative with a copy of such records. The association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records are not accessible to unit owners:

a. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including a record prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

b. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

c. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this sub-subparagraph, the term "personnel records" does not include written employment agreements with an

association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

d. Medical records of unit owners.

e. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association's notice requirements. Notwithstanding the restrictions in this sub-subparagraph, an association may print and distribute to unit owners a directory containing the name, unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. An owner may consent in writing to the disclosure of other contact information described in this sub-subparagraph. The association is not liable for the inadvertent disclosure of information that is protected under this sub-subparagraph if the information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.

f. Electronic security measures that are used by the association to safeguard data, including passwords.

g. The software and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.

h. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).

(g)1. By January 1, 2019, an association managing a condominium with 150 or more units which does not contain timeshare units shall post digital copies of the documents specified in subparagraph 2. on its website or make such documents available through an application that can be downloaded on a mobile device.

a. The association's website or application must be:

(I) An independent website, application, or web portal wholly owned and operated by the association; or

(II) A website, application, or web portal operated by a third-party provider with whom the association owns, leases, rents, or otherwise obtains the right to operate a web page, subpage, web portal, collection of subpages or web portals, or an application which is dedicated to the association's activities and on which required notices, records, and documents may be posted or made available by the association.

b. The association's website or application must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to unit owners and employees of the association.

c. Upon a unit owner's written request, the association must provide the unit owner with a username and password and access to the protected sections of the association's website or application which contain any notices, records, or documents that must be electronically provided.

2. A current copy of the following documents must be posted in digital format on the association's website or application:

a. The recorded declaration of condominium of each condominium operated by the association and each amendment to each declaration.

b. The recorded bylaws of the association and each amendment to the bylaws.

c. The articles of incorporation of the association, or other documents creating the association, and each amendment to the articles of incorporation or other documents. The copy posted pursuant to this sub-subparagraph must be a copy of the articles of incorporation filed with the Department of State.

d. The rules of the association.

e. A list of all executory contracts or documents to which the association is a party or under which the association or the unit owners have an obligation or responsibility and, after bidding for the related materials, equipment, or services has closed, a list of bids received by the association within the past year. Summaries of bids for materials, equipment, or services which exceed \$500 must be maintained on the website or application for 1 year. In lieu of summaries, complete copies of the bids may be posted.

f. The annual budget required by s. 718.112(2)(f) and any proposed budget to be considered at the annual meeting.

g. The financial report required by subsection (13) and any monthly income or expense statement to be considered at a meeting.

h. The certification of each director required by s. 718.112(2)(d)4.b.

i. All contracts or transactions between the association and any director, officer, corporation, firm, or association that is not an affiliated condominium association or any other entity in which an association director is also a director or officer and financially interested.

j. Any contract or document regarding a conflict of interest or possible conflict of interest as provided in ss. 468.436(2)(b)6. and 718.3027(3).

k. The notice of any unit owner meeting and the agenda for the meeting, as required by s. 718.112(2)(d)3., no later than 14 days before the meeting. The notice must be posted in plain view on the front page of the website or application, or on a separate subpage of the website or application labeled “Notices” which is conspicuously visible and linked from the front page. The association must also post on its website or application any document to be considered and voted on by the owners during the meeting or any document listed on the agenda at least 7 days before the meeting at which the document or the information within the document will be considered.

l. Notice of any board meeting, the agenda, and any other document required for the meeting as required by s. 718.112(2)(c), which must be posted no later than the date required for notice under s. 718.112(2)(c).

m. The inspection reports described in ss. 553.899 and 718.301(4)(p) and any other inspection report relating to a structural or life safety inspection of condominium property.

n. The association’s most recent structural integrity reserve study, if applicable.

3. The association shall ensure that the information and records described in paragraph (c), which are not allowed to be accessible to unit owners, are not posted on the association’s website or application. If protected information or information restricted from being accessible to unit owners is included in documents that are required to be posted on the association’s website or application, the association shall ensure the information is redacted before posting the documents. Notwithstanding the foregoing, the association or its agent is not liable for disclosing information that is protected or restricted under this paragraph unless such disclosure was made with a knowing or intentional disregard of the protected or restricted nature of such information.

4. The failure of the association to post information required under subparagraph 2. is not in and of itself sufficient to invalidate any action or decision of the association’s board or its committees.

Section 6. Paragraphs (g) through (o) of subsection (2) of section 718.112, Florida Statutes, are redesignated as paragraphs (i) through (q), respectively, paragraphs (d) and (f) of that subsection are amended, and new paragraphs (g) and (h) are added to that subsection, to read:

718.112 Bylaws.—

(2) REQUIRED PROVISIONS.—The bylaws shall provide for the following and, if they do not do so, shall be deemed to include the following:

(d) *Unit owner meetings.*—

1. An annual meeting of the unit owners must be held at the location provided in the association bylaws and, if the bylaws are silent as to the

location, the meeting must be held within 45 miles of the condominium property. However, such distance requirement does not apply to an association governing a timeshare condominium.

2. Unless the bylaws provide otherwise, a vacancy on the board caused by the expiration of a director's term must be filled by electing a new board member, and the election must be by secret ballot. An election is not required if the number of vacancies equals or exceeds the number of candidates. For purposes of this paragraph, the term "candidate" means an eligible person who has timely submitted the written notice, as described in sub-subparagraph 4.a., of his or her intention to become a candidate. Except in a timeshare or nonresidential condominium, or if the staggered term of a board member does not expire until a later annual meeting, or if all members' terms would otherwise expire but there are no candidates, the terms of all board members expire at the annual meeting, and such members may stand for reelection unless prohibited by the bylaws. Board members may serve terms longer than 1 year if permitted by the bylaws or articles of incorporation. A board member may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. Only board service that occurs on or after July 1, 2018, may be used when calculating a board member's term limit. If the number of board members whose terms expire at the annual meeting equals or exceeds the number of candidates, the candidates become members of the board effective upon the adjournment of the annual meeting. Unless the bylaws provide otherwise, any remaining vacancies shall be filled by the affirmative vote of the majority of the directors making up the newly constituted board even if the directors constitute less than a quorum or there is only one director. In a residential condominium association of more than 10 units or in a residential condominium association that does not include timeshare units or timeshare interests, co-owners of a unit may not serve as members of the board of directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy. A unit owner in a residential condominium desiring to be a candidate for board membership must comply with sub-subparagraph 4.a. and must be eligible to be a candidate to serve on the board of directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the board. A person who has been suspended or removed by the division under this chapter, or who is delinquent in the payment of any assessment due to the association, is not eligible to be a candidate for board membership and may not be listed on the ballot. For purposes of this paragraph, a person is delinquent if a payment is not made by the due date as specifically identified in the declaration of condominium, bylaws, or articles of incorporation. If a due date is not specifically identified in the declaration of condominium, bylaws, or articles of incorporation, the due date is the first day of the assessment period. A person who has been convicted of any felony in this state or in a United States District or

Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony. This subparagraph does not limit the term of a member of the board of a nonresidential or timeshare condominium.

3. The bylaws must provide the method of calling meetings of unit owners, including annual meetings. Written notice of an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner at least 14 days before the annual meeting; and be posted in a conspicuous place on the condominium property or association property at least 14 continuous days before the annual meeting. Written notice of a meeting other than an annual meeting must include an agenda; be mailed, hand delivered, or electronically transmitted to each unit owner; and be posted in a conspicuous place on the condominium property or association property within the timeframe specified in the bylaws. If the bylaws do not specify a timeframe for written notice of a meeting other than an annual meeting, notice must be provided at least 14 continuous days before the meeting. Upon notice to the unit owners, the board shall, by duly adopted rule, designate a specific location on the condominium property or association property where all notices of unit owner meetings must be posted. This requirement does not apply if there is no condominium property for posting notices. In lieu of, or in addition to, the physical posting of meeting notices, the association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the condominium association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required under this section. If broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. In addition to any of the authorized means of providing notice of a meeting of the board, the association may, by rule, adopt a procedure for conspicuously posting the meeting notice and the agenda on a website serving the condominium association for at least the minimum period of time for which a notice of a meeting is also required to be physically posted on the condominium property. Any rule adopted shall, in addition to other matters, include a requirement that the association send an electronic notice in the same manner as a notice for a meeting of the members, which must include a hyperlink to the website where the notice is posted, to unit owners whose e-mail addresses are included in the association's official records. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice must be hand delivered, mailed, or electronically transmitted to each unit owner. Notice for meetings and

notice for all other purposes must be mailed to each unit owner at the address last furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association must provide notice to the address that the developer identifies for that purpose and thereafter as one or more of the owners of the unit advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, must provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered in accordance with this provision.

4. The members of the board of a residential condominium shall be elected by written ballot or voting machine. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. This subparagraph does not apply to an association governing a timeshare condominium.

a. At least 60 days before a scheduled election, the association shall mail, deliver, or electronically transmit, by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. A unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least 40 days before a scheduled election. Together with the written notice and agenda as set forth in subparagraph 3., the association shall mail, deliver, or electronically transmit a second notice of the election to all unit owners entitled to vote, together with a ballot that lists all candidates not less than 14 days or more than 34 days before the date of the election. Upon request of a candidate, an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures consistent with this sub-subparagraph, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A unit owner may not authorize any other person to vote his or her ballot, and any ballots improperly cast are invalid. A unit owner who violates this provision may be fined by the association in accordance with s. 718.303. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may

obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding this sub-subparagraph, an election is not required unless more candidates file notices of intent to run or are nominated than board vacancies exist.

b. Within 90 days after being elected or appointed to the board of an association of a residential condominium, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. In lieu of this written certification, within 90 days after being elected or appointed to the board, the newly elected or appointed director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved condominium education provider within 1 year before or 90 days after the date of election or appointment. The written certification or educational certificate is valid and does not have to be resubmitted as long as the director serves on the board without interruption. A director of an association of a residential condominium who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this sub-subparagraph. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification or educational certificate for inspection by the members for 5 years after a director's election or the duration of the director's uninterrupted tenure, whichever is longer. Failure to have such written certification or educational certificate on file does not affect the validity of any board action.

c. Any challenge to the election process must be commenced within 60 days after the election results are announced.

5. Any approval by unit owners called for by this chapter or the applicable declaration or bylaws, including, but not limited to, the approval requirement in s. 718.111(8), must be made at a duly noticed meeting of unit owners and is subject to all requirements of this chapter or the applicable condominium documents relating to unit owner decisionmaking, except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable bylaws or declaration or any law that provides for such action.

6. Unit owners may waive notice of specific meetings if allowed by the applicable bylaws or declaration or any law. Notice of meetings of the board of administration, unit owner meetings, except unit owner meetings called to recall board members under paragraph (1) (j), and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission. A unit owner who consents to receiving notices by electronic transmission is solely responsible for removing or

bypassing filters that block receipt of mass e-mails sent to members on behalf of the association in the course of giving electronic notices.

7. Unit owners have the right to participate in meetings of unit owners with reference to all designated agenda items. However, the association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation.

8. A unit owner may tape record or videotape a meeting of the unit owners subject to reasonable rules adopted by the division.

9. Unless otherwise provided in the bylaws, any vacancy occurring on the board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to sub-subparagraph 4.a. unless the association governs 10 units or fewer and has opted out of the statutory election process, in which case the bylaws of the association control. Unless otherwise provided in the bylaws, a board member appointed or elected under this section shall fill the vacancy for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by paragraph (1) (j) and rules adopted by the division.

10. This chapter does not limit the use of general or limited proxies, require the use of general or limited proxies, or require the use of a written ballot or voting machine for any agenda item or election at any meeting of a timeshare condominium association or nonresidential condominium association.

Notwithstanding subparagraph (b)2. and sub-subparagraph 4.a., an association of 10 or fewer units may, by affirmative vote of a majority of the total voting interests, provide for different voting and election procedures in its bylaws, which may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

(f) *Annual budget.*—

1. The proposed annual budget of estimated revenues and expenses must be detailed and must show the amounts budgeted by accounts and expense classifications, including, at a minimum, any applicable expenses listed in s. 718.504(21). The board shall adopt the annual budget at least 14 days before ~~prior to~~ the start of the association's fiscal year. In the event that the board fails to timely adopt the annual budget a second time, it is ~~shall be~~ deemed a minor violation and the prior year's budget shall continue in effect until a new budget is adopted. A multicondominium association must ~~shall~~ adopt a separate budget of common expenses for each condominium the association operates and must ~~shall~~ adopt a separate budget of common expenses for the association. In addition, if the association maintains limited common

elements with the cost to be shared only by those entitled to use the limited common elements as provided for in s. 718.113(1), the budget or a schedule attached to it must show the amount budgeted for this maintenance. If, after turnover of control of the association to the unit owners, any of the expenses listed in s. 718.504(21) are not applicable, they do need not need to be listed.

2.a. In addition to annual operating expenses, the budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts must include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000. The amount to be reserved for an item is determined by the association's most recent structural integrity reserve study that must be completed by December 31, 2024. If the amount to be reserved for an item is not in the association's initial or most recent structural integrity reserve study or the association has not completed a structural integrity reserve study, the amount must be computed using a formula based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the each reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which The members of a unit-owner controlled an association may determine have determined, by a majority vote at a duly called meeting of the association, to provide no reserves or less reserves than required by this subsection. Effective December 31, 2024, the members of a unit-owner controlled association may not determine to provide no reserves or less reserves than required by this subsection for items listed in paragraph (g).

b. Before turnover of control of an association by a developer to unit owners other than a developer under pursuant to s. 718.301, the developer-controlled association developer may not vote the voting interests allocated to its units to waive the reserves or reduce the funding of the reserves through the period expiring at the end of the second fiscal year after the fiscal year in which the certificate of a surveyor and mapper is recorded pursuant to s. 718.104(4)(c) or an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit is recorded, whichever occurs first, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the association. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not attained, the reserves included in the budget shall go into effect. After the turnover, the developer may vote its voting interest to waive or reduce the funding of reserves.

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and may be used only for authorized reserve

expenditures unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the association. Before turnover of control of an association by a developer to unit owners other than the developer pursuant to s. 718.301, the developer-controlled association may not vote to use reserves for purposes other than those for which they were intended. Effective December 31, 2024, members of a unit-owner controlled association may not vote to use reserve funds, or any interest accruing thereon, that are reserved for items listed in paragraph (g) for any other purpose other than their intended purpose without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association.

4. The only voting interests that are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended must contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

(g) *Structural integrity reserve study.*—

1. An association must have a structural integrity reserve study completed at least every 10 years after the condominium's creation for each building on the condominium property that is three stories or higher in height which includes, at a minimum, a study of the following items as related to the structural integrity and safety of the building:

- a. Roof.
- b. Load-bearing walls or other primary structural members.
- c. Floor.
- d. Foundation.
- e. Fireproofing and fire protection systems.
- f. Plumbing.
- g. Electrical systems.
- h. Waterproofing and exterior painting.
- i. Windows.

j. Any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000 and the failure to replace or maintain such item negatively affects the items listed in subparagraphs a.-i., as determined by the licensed engineer or architect performing the visual inspection portion of the structural integrity reserve study.

2. Before a developer turns over control of an association to unit owners other than the developer, the developer must have a structural integrity reserve study completed for each building on the condominium property that is three stories or higher in height.

3. Associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a structural integrity reserve study completed by December 31, 2024, for each building on the condominium property that is three stories or higher in height.

4. If an association fails to complete a structural integrity reserve study pursuant to this paragraph, such failure is a breach of an officer's and director's fiduciary relationship to the unit owners under s. 718.111(1).

(h) *Mandatory milestone inspections.*—If an association is required to have a milestone inspection performed pursuant to s. 553.899, the association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of s. 553.899. The association is responsible for all costs associated with the inspection. If the officers or directors of an association willfully and knowingly fail to have a milestone inspection performed pursuant to s. 553.899, such failure is a breach of the officers' and directors' fiduciary relationship to the unit owners under s. 718.111(1)(a). Upon completion of a phase one or phase two milestone inspection and receipt of the inspector-prepared summary of the inspection report from the architect or engineer who performed the inspection, the association must distribute a copy of the inspector-prepared summary of the inspection report to each unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

Section 7. Paragraph (f) of subsection (8) of section 718.116, Florida Statutes, is amended to read:

718.116 Assessments; liability; lien and priority; interest; collection.—

(8) Within 10 business days after receiving a written or electronic request therefor from a unit owner or the unit owner's designee, or a unit mortgagee or the unit mortgagee's designee, the association shall issue the estoppel certificate. Each association shall designate on its website a person

or entity with a street or e-mail address for receipt of a request for an estoppel certificate issued pursuant to this section. The estoppel certificate must be provided by hand delivery, regular mail, or e-mail to the requestor on the date of issuance of the estoppel certificate.

(f) Notwithstanding any limitation on transfer fees contained in s. 718.112(2)(k) ~~s. 718.112(2)(i)~~, an association or its authorized agent may charge a reasonable fee for the preparation and delivery of an estoppel certificate, which may not exceed \$250, if, on the date the certificate is issued, no delinquent amounts are owed to the association for the applicable unit. If an estoppel certificate is requested on an expedited basis and delivered within 3 business days after the request, the association may charge an additional fee of \$100. If a delinquent amount is owed to the association for the applicable unit, an additional fee for the estoppel certificate may not exceed \$150.

Section 8. Paragraph (b) of subsection (8) of section 718.117, Florida Statutes, is amended to read:

718.117 Termination of condominium.—

(8) REPORTS AND REPLACEMENT OF RECEIVER.—

(b) The unit owners of an association in termination may recall or remove members of the board of administration with or without cause at any time as provided in s. 718.112(2)(l) ~~s. 718.112(2)(j)~~.

Section 9. Paragraph (p) of subsection (4) of section 718.301, Florida Statutes, is amended, and paragraph (r) is added to that subsection, to read:

718.301 Transfer of association control; claims of defect by association.

(4) At the time that unit owners other than the developer elect a majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or for the purposes of paragraph (c) not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association which is held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the association:

(p) Notwithstanding when the certificate of occupancy was issued or the height of the building, a milestone inspection report in compliance with s. 553.899 included in the official records, under seal of an architect or engineer authorized to practice in this state, and attesting to required maintenance, condition, useful life, and replacement costs of the following applicable condominium property common elements comprising a turnover inspection report:

1. Roof.

2. Structure, including load-bearing walls and primary structural members and primary structural systems as those terms are defined in s. 627.706.

3. Fireproofing and fire protection systems.
4. Elevators.
5. Heating and cooling systems.
6. Plumbing.
7. Electrical systems.
8. Swimming pool or spa and equipment.
9. Seawalls.
10. Pavement and parking areas.
11. Drainage systems.
12. Painting.
13. Irrigation systems.
14. Waterproofing.

(r) A copy of the association's most recent structural integrity reserve study.

Section 10. Subsection (1) of section 718.501, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

718.501 Authority, responsibility, and duties of Division of Florida Condominiums, Timeshares, and Mobile Homes.—

(1) The division may enforce and ensure compliance with this chapter and rules relating to the development, construction, sale, lease, ownership, operation, and management of residential condominium units and complaints related to the procedural completion of milestone inspections under s. 553.899. In performing its duties, the division has complete jurisdiction to investigate complaints and enforce compliance with respect to associations that are still under developer control or the control of a bulk assignee or bulk buyer pursuant to part VII of this chapter and complaints against developers, bulk assignees, or bulk buyers involving improper turnover or failure to turnover, pursuant to s. 718.301. However, after turnover has occurred, the division has jurisdiction to investigate complaints related only to financial issues, elections, and the maintenance of and unit owner access to association records under s. 718.111(12), and the procedural completion of structural integrity reserve studies under s. 718.112(2)(g).

(a)1. The division may make necessary public or private investigations within or outside this state to determine whether any person has violated this chapter or any rule or order hereunder, to aid in the enforcement of this chapter, or to aid in the adoption of rules or forms.

2. The division may submit any official written report, worksheet, or other related paper, or a duly certified copy thereof, compiled, prepared, drafted, or otherwise made by and duly authenticated by a financial examiner or analyst to be admitted as competent evidence in any hearing in which the financial examiner or analyst is available for cross-examination and attests under oath that such documents were prepared as a result of an examination or inspection conducted pursuant to this chapter.

(b) The division may require or permit any person to file a statement in writing, under oath or otherwise, as the division determines, as to the facts and circumstances concerning a matter to be investigated.

(c) For the purpose of any investigation under this chapter, the division director or any officer or employee designated by the division director may administer oaths or affirmations, subpoena witnesses and compel their attendance, take evidence, and require the production of any matter which is relevant to the investigation, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of relevant facts or any other matter reasonably calculated to lead to the discovery of material evidence. Upon the failure by a person to obey a subpoena or to answer questions propounded by the investigating officer and upon reasonable notice to all affected persons, the division may apply to the circuit court for an order compelling compliance.

(d) Notwithstanding any remedies available to unit owners and associations, if the division has reasonable cause to believe that a violation of any provision of this chapter or related rule has occurred, the division may institute enforcement proceedings in its own name against any developer, bulk assignee, bulk buyer, association, officer, or member of the board of administration, or its assignees or agents, as follows:

1. The division may permit a person whose conduct or actions may be under investigation to waive formal proceedings and enter into a consent proceeding whereby orders, rules, or letters of censure or warning, whether formal or informal, may be entered against the person.

2. The division may issue an order requiring the developer, bulk assignee, bulk buyer, association, developer-designated officer, or developer-designated member of the board of administration, developer-designated assignees or agents, bulk assignee-designated assignees or agents, bulk buyer-designated assignees or agents, community association manager, or community association management firm to cease and desist from the unlawful practice and take such affirmative action as in the judgment of the division carry out the purposes of this chapter. If the division finds that a

developer, bulk assignee, bulk buyer, association, officer, or member of the board of administration, or its assignees or agents, is violating or is about to violate any provision of this chapter, any rule adopted or order issued by the division, or any written agreement entered into with the division, and presents an immediate danger to the public requiring an immediate final order, it may issue an emergency cease and desist order reciting with particularity the facts underlying such findings. The emergency cease and desist order is effective for 90 days. If the division begins nonemergency cease and desist proceedings, the emergency cease and desist order remains effective until the conclusion of the proceedings under ss. 120.569 and 120.57.

3. If a developer, bulk assignee, or bulk buyer fails to pay any restitution determined by the division to be owed, plus any accrued interest at the highest rate permitted by law, within 30 days after expiration of any appellate time period of a final order requiring payment of restitution or the conclusion of any appeal thereof, whichever is later, the division must bring an action in circuit or county court on behalf of any association, class of unit owners, lessees, or purchasers for restitution, declaratory relief, injunctive relief, or any other available remedy. The division may also temporarily revoke its acceptance of the filing for the developer to which the restitution relates until payment of restitution is made.

4. The division may petition the court for appointment of a receiver or conservator. If appointed, the receiver or conservator may take action to implement the court order to ensure the performance of the order and to remedy any breach thereof. In addition to all other means provided by law for the enforcement of an injunction or temporary restraining order, the circuit court may impound or sequester the property of a party defendant, including books, papers, documents, and related records, and allow the examination and use of the property by the division and a court-appointed receiver or conservator.

5. The division may apply to the circuit court for an order of restitution whereby the defendant in an action brought under subparagraph 4. is ordered to make restitution of those sums shown by the division to have been obtained by the defendant in violation of this chapter. At the option of the court, such restitution is payable to the conservator or receiver appointed under subparagraph 4. or directly to the persons whose funds or assets were obtained in violation of this chapter.

6. The division may impose a civil penalty against a developer, bulk assignee, or bulk buyer, or association, or its assignee or agent, for any violation of this chapter or related rule. The division may impose a civil penalty individually against an officer or board member who willfully and knowingly violates this chapter, an adopted rule, or a final order of the division; may order the removal of such individual as an officer or from the board of administration or as an officer of the association; and may prohibit such individual from serving as an officer or on the board of a community association for a period of time. The term “willfully and knowingly” means

that the division informed the officer or board member that his or her action or intended action violates this chapter, a rule adopted under this chapter, or a final order of the division and that the officer or board member refused to comply with the requirements of this chapter, a rule adopted under this chapter, or a final order of the division. The division, before initiating formal agency action under chapter 120, must afford the officer or board member an opportunity to voluntarily comply, and an officer or board member who complies within 10 days is not subject to a civil penalty. A penalty may be imposed on the basis of each day of continuing violation, but the penalty for any offense may not exceed \$5,000. The division shall adopt, by rule, penalty guidelines applicable to possible violations or to categories of violations of this chapter or rules adopted by the division. The guidelines must specify a meaningful range of civil penalties for each such violation of the statute and rules and must be based upon the harm caused by the violation, the repetition of the violation, and upon such other factors deemed relevant by the division. For example, the division may consider whether the violations were committed by a developer, bulk assignee, or bulk buyer, or owner-controlled association, the size of the association, and other factors. The guidelines must designate the possible mitigating or aggravating circumstances that justify a departure from the range of penalties provided by the rules. It is the legislative intent that minor violations be distinguished from those which endanger the health, safety, or welfare of the condominium residents or other persons and that such guidelines provide reasonable and meaningful notice to the public of likely penalties that may be imposed for proscribed conduct. This subsection does not limit the ability of the division to informally dispose of administrative actions or complaints by stipulation, agreed settlement, or consent order. All amounts collected shall be deposited with the Chief Financial Officer to the credit of the Division of Florida Condominiums, Timeshares, and Mobile Homes Trust Fund. If a developer, bulk assignee, or bulk buyer fails to pay the civil penalty and the amount deemed to be owed to the association, the division shall issue an order directing that such developer, bulk assignee, or bulk buyer cease and desist from further operation until such time as the civil penalty is paid or may pursue enforcement of the penalty in a court of competent jurisdiction. If an association fails to pay the civil penalty, the division shall pursue enforcement in a court of competent jurisdiction, and the order imposing the civil penalty or the cease and desist order is not effective until 20 days after the date of such order. Any action commenced by the division shall be brought in the county in which the division has its executive offices or in the county where the violation occurred.

7. If a unit owner presents the division with proof that the unit owner has requested access to official records in writing by certified mail, and that after 10 days the unit owner again made the same request for access to official records in writing by certified mail, and that more than 10 days has elapsed since the second request and the association has still failed or refused to provide access to official records as required by this chapter, the division shall issue a subpoena requiring production of the requested records where the records are kept pursuant to s. 718.112.

8. In addition to subparagraph 6., the division may seek the imposition of a civil penalty through the circuit court for any violation for which the division may issue a notice to show cause under paragraph (r). The civil penalty shall be at least \$500 but no more than \$5,000 for each violation. The court may also award to the prevailing party court costs and reasonable attorney fees and, if the division prevails, may also award reasonable costs of investigation.

(e) The division may prepare and disseminate a prospectus and other information to assist prospective owners, purchasers, lessees, and developers of residential condominiums in assessing the rights, privileges, and duties pertaining thereto.

(f) The division may adopt rules to administer and enforce this chapter.

(g) The division shall establish procedures for providing notice to an association and the developer, bulk assignee, or bulk buyer during the period in which the developer, bulk assignee, or bulk buyer controls the association if the division is considering the issuance of a declaratory statement with respect to the declaration of condominium or any related document governing such condominium community.

(h) The division shall furnish each association that pays the fees required by paragraph (2)(a) a copy of this chapter, as amended, and the rules adopted thereto on an annual basis.

(i) The division shall annually provide each association with a summary of declaratory statements and formal legal opinions relating to the operations of condominiums which were rendered by the division during the previous year.

(j) The division shall provide training and educational programs for condominium association board members and unit owners. The training may, in the division's discretion, include web-based electronic media, and live training and seminars in various locations throughout the state. The division may review and approve education and training programs for board members and unit owners offered by providers and shall maintain a current list of approved programs and providers and make such list available to board members and unit owners in a reasonable and cost-effective manner.

(k) The division shall maintain a toll-free telephone number accessible to condominium unit owners.

(l) The division shall develop a program to certify both volunteer and paid mediators to provide mediation of condominium disputes. The division shall provide, upon request, a list of such mediators to any association, unit owner, or other participant in alternative dispute resolution proceedings under s. 718.1255 requesting a copy of the list. The division shall include on the list of volunteer mediators only the names of persons who have received at least 20 hours of training in mediation techniques or who have mediated

at least 20 disputes. In order to become initially certified by the division, paid mediators must be certified by the Supreme Court to mediate court cases in county or circuit courts. However, the division may adopt, by rule, additional factors for the certification of paid mediators, which must be related to experience, education, or background. Any person initially certified as a paid mediator by the division must, in order to continue to be certified, comply with the factors or requirements adopted by rule.

(m) If a complaint is made, the division must conduct its inquiry with due regard for the interests of the affected parties. Within 30 days after receipt of a complaint, the division shall acknowledge the complaint in writing and notify the complainant whether the complaint is within the jurisdiction of the division and whether additional information is needed by the division from the complainant. The division shall conduct its investigation and, within 90 days after receipt of the original complaint or of timely requested additional information, take action upon the complaint. However, the failure to complete the investigation within 90 days does not prevent the division from continuing the investigation, accepting or considering evidence obtained or received after 90 days, or taking administrative action if reasonable cause exists to believe that a violation of this chapter or a rule has occurred. If an investigation is not completed within the time limits established in this paragraph, the division shall, on a monthly basis, notify the complainant in writing of the status of the investigation. When reporting its action to the complainant, the division shall inform the complainant of any right to a hearing under ss. 120.569 and 120.57. The division may adopt rules regarding the submission of a complaint against an association.

(n) Condominium association directors, officers, and employees; condominium developers; bulk assignees, bulk buyers, and community association managers; and community association management firms have an ongoing duty to reasonably cooperate with the division in any investigation under this section. The division shall refer to local law enforcement authorities any person whom the division believes has altered, destroyed, concealed, or removed any record, document, or thing required to be kept or maintained by this chapter with the purpose to impair its verity or availability in the department's investigation.

(o) The division may:

1. Contract with agencies in this state or other jurisdictions to perform investigative functions; or
2. Accept grants-in-aid from any source.

(p) The division shall cooperate with similar agencies in other jurisdictions to establish uniform filing procedures and forms, public offering statements, advertising standards, and rules and common administrative practices.

(q) The division shall consider notice to a developer, bulk assignee, or bulk buyer to be complete when it is delivered to the address of the developer, bulk assignee, or bulk buyer currently on file with the division.

(r) In addition to its enforcement authority, the division may issue a notice to show cause, which must provide for a hearing, upon written request, in accordance with chapter 120.

(s) The division shall submit to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the chairs of the legislative appropriations committees an annual report that includes, but need not be limited to, the number of training programs provided for condominium association board members and unit owners, the number of complaints received by type, the number and percent of complaints acknowledged in writing within 30 days and the number and percent of investigations acted upon within 90 days in accordance with paragraph (m), and the number of investigations exceeding the 90-day requirement. The annual report must also include an evaluation of the division's core business processes and make recommendations for improvements, including statutory changes. The report shall be submitted by September 30 following the end of the fiscal year.

(3)(a) On or before January 1, 2023, condominium associations existing on or before July 1, 2022, must provide the following information to the division in writing, by e-mail, United States Postal Service, commercial delivery service, or hand delivery, at a physical address or e-mail address provided by the division and on a form posted on the division's website:

1. The number of buildings on the condominium property that are three stories or higher in height.
2. The total number of units in all such buildings.
3. The addresses of all such buildings.
4. The counties in which all such buildings are located.

(b) The division must compile a list of the number of buildings on condominium property that are three stories or higher in height, which is searchable by county, and must post the list on the division's website. This list must include all of the following information:

1. The name of each association with buildings on the condominium property that are three stories or higher in height.
2. The number of such buildings on each association's property.
3. The addresses of all such buildings.
4. The counties in which all such buildings are located.

(c) An association must provide an update in writing to the division if there are any changes to the information in the list under paragraph (b) within 6 months after the change.

Section 11. Present paragraphs (b) and (c) of subsection (2) of section 718.503, Florida Statutes, are redesignated as paragraphs (c) and (d), respectively, a new paragraph (b) is added to that subsection, and paragraph (b) of subsection (1) and paragraph (a) of subsection (2) of that section are amended, to read:

718.503 Developer disclosure prior to sale; nondeveloper unit owner disclosure prior to sale; voidability.—

(1) DEVELOPER DISCLOSURE.—

(b) Copies of documents to be furnished to prospective buyer or lessee.— Until such time as the developer has furnished the documents listed below to a person who has entered into a contract to purchase a residential unit or lease it for more than 5 years, the contract may be voided by that person, entitling the person to a refund of any deposit together with interest thereon as provided in s. 718.202. The contract may be terminated by written notice from the proposed buyer or lessee delivered to the developer within 15 days after the buyer or lessee receives all of the documents required by this section. The developer may not close for 15 days after following the execution of the agreement and delivery of the documents to the buyer as evidenced by a signed receipt for documents unless the buyer is informed in the 15-day voidability period and agrees to close ~~before~~ prior to the expiration of the 15 days. The developer shall retain in his or her records a separate agreement signed by the buyer as proof of the buyer's agreement to close ~~before~~ prior to the expiration of the said voidability period. The developer must retain such Said proof shall be retained for a period of 5 years after the date of the closing of the transaction. The documents to be delivered to the prospective buyer are the prospectus or disclosure statement with all exhibits, if the development is subject to the provisions of s. 718.504, or, if not, then copies of the following which are applicable:

1. The question and answer sheet described in s. 718.504, and declaration of condominium, or the proposed declaration if the declaration has not been recorded, which shall include the certificate of a surveyor approximately representing the locations required by s. 718.104.

2. The documents creating the association.

3. The bylaws.

4. The ground lease or other underlying lease of the condominium.

5. The management contract, maintenance contract, and other contracts for management of the association and operation of the condominium and facilities used by the unit owners having a service term in excess of 1 year, and any management contracts that are renewable.

6. The estimated operating budget for the condominium and a schedule of expenses for each type of unit, including fees assessed pursuant to s. 718.113(1) for the maintenance of limited common elements where such costs are shared only by those entitled to use the limited common elements.

7. The lease of recreational and other facilities that will be used only by unit owners of the subject condominium.

8. The lease of recreational and other common facilities that will be used by unit owners in common with unit owners of other condominiums.

9. The form of unit lease if the offer is of a leasehold.

10. Any declaration of servitude of properties serving the condominium but not owned by unit owners or leased to them or the association.

11. If the development is to be built in phases or if the association is to manage more than one condominium, a description of the plan of phase development or the arrangements for the association to manage two or more condominiums.

12. If the condominium is a conversion of existing improvements, the statements and disclosure required by s. 718.616.

13. The form of agreement for sale or lease of units.

14. A copy of the floor plan of the unit and the plot plan showing the location of the residential buildings and the recreation and other common areas.

15. A copy of all covenants and restrictions ~~that which~~ will affect the use of the property and ~~which~~ are not contained in the foregoing.

16. If the developer is required by state or local authorities to obtain acceptance or approval of any dock or marina facilities intended to serve the condominium, a copy of any such acceptance or approval acquired by the time of filing with the division under s. 718.502(1), or a statement that such acceptance or approval has not been acquired or received.

17. Evidence demonstrating that the developer has an ownership, leasehold, or contractual interest in the land upon which the condominium is to be developed.

18. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 718.301(4)(p).

19. A copy of the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

(2) NONDEVELOPER DISCLOSURE.—

(a) Each unit owner who is not a developer as defined by this chapter must ~~shall~~ comply with the ~~provisions of this subsection before~~ provisions of this subsection prior to the sale of his or her unit. Each prospective purchaser who has entered into a contract for the purchase of a condominium unit is entitled, at the seller's expense, to a current copy of all of the following:

1. The declaration of condominium,⁵
2. Articles of incorporation of the association,⁵
3. Bylaws and rules of the association,⁵
4. Financial information required by s. 718.111,⁵
5. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 718.301(4)(p), if applicable.
6. The association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.
7. and The document entitled "Frequently Asked Questions and Answers" required by s. 718.504.

(b) ~~On and after January 1, 2009,~~ The prospective purchaser ~~is~~ shall also ~~be~~ entitled to receive from the seller a copy of a governance form. Such form shall be provided by the division summarizing governance of condominium associations. In addition to such other information as the division considers helpful to a prospective purchaser in understanding association governance, the governance form shall address the following subjects:

1. The role of the board in conducting the day-to-day affairs of the association on behalf of, and in the best interests of, the owners.
2. The board's responsibility to provide advance notice of board and membership meetings.
3. The rights of owners to attend and speak at board and membership meetings.
4. The responsibility of the board and of owners with respect to maintenance of the condominium property.
5. The responsibility of the board and owners to abide by the condominium documents, this chapter, rules adopted by the division, and reasonable rules adopted by the board.
6. Owners' rights to inspect and copy association records and the limitations on such rights.
7. Remedies available to owners with respect to actions by the board which may be abusive or beyond the board's power and authority.

8. The right of the board to hire a property management firm, subject to its own primary responsibility for such management.

9. The responsibility of owners with regard to payment of regular or special assessments necessary for the operation of the property and the potential consequences of failure to pay such assessments.

10. The voting rights of owners.

11. Rights and obligations of the board in enforcement of rules in the condominium documents and rules adopted by the board.

The governance form shall also include the following statement in conspicuous type: "This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication."

Section 12. Paragraph (f) of subsection (24) of section 718.504, Florida Statutes, is amended, and paragraph (q) is added to that subsection, to read:

718.504 Prospectus or offering circular.—Every developer of a residential condominium which contains more than 20 residential units, or which is part of a group of residential condominiums which will be served by property to be used in common by unit owners of more than 20 residential units, shall prepare a prospectus or offering circular and file it with the Division of Florida Condominiums, Timeshares, and Mobile Homes prior to entering into an enforceable contract of purchase and sale of any unit or lease of a unit for more than 5 years and shall furnish a copy of the prospectus or offering circular to each buyer. In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. 718.111. This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of \$100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees

currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers. The prospectus or offering circular may include more than one condominium, although not all such units are being offered for sale as of the date of the prospectus or offering circular. The prospectus or offering circular must contain the following information:

(24) Copies of the following, to the extent they are applicable, shall be included as exhibits:

(f) The estimated operating budget for the condominium, and the required schedule of unit owners' expenses, and the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

(q) A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 718.301(4)(p), as applicable.

Section 13. Subsections (24) through (28) of section 719.103, Florida Statutes, are renumbered as subsections (25) through (29), respectively, and a new subsection (24) is added to that section, to read:

719.103 Definitions.—As used in this chapter:

(24) “Structural integrity reserve study” means a study of the reserve funds required for future major repairs and replacement of the common areas based on a visual inspection of the common areas. A structural integrity reserve study may be performed by any person qualified to perform such study. However, the visual inspection portion of the structural integrity reserve study must be performed by an engineer licensed under chapter 471 or an architect licensed under chapter 481. At a minimum, a structural integrity reserve study must identify the common areas being visually inspected, state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of the common areas being visually inspected, and provide a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each common area being visually inspected by the end of the estimated remaining useful life of each common area.

Section 14. Paragraphs (a) and (c) of subsection (2) of section 719.104, Florida Statutes, are amended to read:

719.104 Cooperatives; access to units; records; financial reports; assessments; purchase of leases.—

(2) OFFICIAL RECORDS.—

(a) From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association:

1. The plans, permits, warranties, and other items provided by the developer pursuant to s. 719.301(4).
2. A photocopy of the cooperative documents.
3. A copy of the current rules of the association.
4. A book or books containing the minutes of all meetings of the association, of the board of directors, and of the unit owners.
5. A current roster of all unit owners and their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers. The association shall also maintain the e-mail addresses and the numbers designated by unit owners for receiving notice sent by electronic transmission of those unit owners consenting to receive notice by electronic transmission. The e-mail addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the e-mail address or the number for receiving electronic transmission of notices.
6. All current insurance policies of the association.
7. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility.
8. Bills of sale or transfer for all property owned by the association.
9. Accounting records for the association and separate accounting records for each unit it operates, according to good accounting practices. The accounting records shall include, but not be limited to:
 - a. Accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
 - c. All audits, reviews, accounting statements, structural integrity reserve studies, and financial reports of the association. Structural integrity reserve studies must be maintained for at least 15 years after the study is completed.
 - d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

10. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which shall be maintained for a period of 1 year after the date of the election, vote, or meeting to which the document relates.

11. All rental records where the association is acting as agent for the rental of units.

12. A copy of the current question and answer sheet as described in s. 719.504.

13. All affirmative acknowledgments made pursuant to s. 719.108(3)(b) 3.

14. A copy of the inspection reports described in ss. 553.899 and 719.301(4)(p) and any other inspection report relating to a structural or life safety inspection of the cooperative property. Such record must be maintained by the association for 15 years after receipt of the report.

15. All other written records of the association not specifically included in the foregoing which are related to the operation of the association.

(c) The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member. A renter of a unit has a right to inspect and copy only the association's bylaws and rules and the inspection reports described in ss. 553.899 and 719.301(4)(p). The association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying, but may not require a member to demonstrate any purpose or state any reason for the inspection. The failure of an association to provide the records within 10 working days after receipt of a written request creates a rebuttable presumption that the association willfully failed to comply with this paragraph. A member who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. The minimum damages are \$50 per calendar day for up to 10 days, beginning on the 11th working day after receipt of the written request. The failure to permit inspection entitles any person prevailing in an enforcement action to recover reasonable attorney fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty under s. 719.501(1)(d). The association shall maintain an adequate number of copies of the declaration, articles of incorporation, bylaws, and rules, and all

amendments to each of the foregoing, as well as the question and answer sheet as described in s. 719.504 and year-end financial information required by the department, on the cooperative property to ensure their availability to members and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association providing the member or his or her authorized representative with a copy of such records. The association may not charge a member or his or her authorized representative for the use of a portable device. Notwithstanding this paragraph, the following records shall not be accessible to members:

1. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.

3. Personnel records of association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an association employee or management company, or budgetary or financial records that indicate the compensation paid to an association employee.

4. Medical records of unit owners.

5. Social security numbers, driver license numbers, credit card numbers, e-mail addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of a unit owner other than as provided to fulfill the association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, e-mail address, or facsimile number provided to the association to fulfill the association's notice requirements. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to unit owners a directory containing the name, unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the association. An owner may consent in writing to the disclosure of other contact information described in this subparagraph. The association is not liable for the inadvertent disclosure of information that is protected under this subparagraph if the

information is included in an official record of the association and is voluntarily provided by an owner and not requested by the association.

6. Electronic security measures that are used by the association to safeguard data, including passwords.

7. The software and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.

8. All affirmative acknowledgments made pursuant to s. 719.108(3)(b)3.

Section 15. Paragraphs (k) through (m) of subsection (1) of section 719.106, Florida Statutes, are redesignated as paragraphs (m) through (o), respectively, paragraph (j) of subsection (1) is amended, and new paragraphs (k) and (l) are added to subsection (1) of that section, to read:

719.106 Bylaws; cooperative ownership.—

(1) MANDATORY PROVISIONS.—The bylaws or other cooperative documents shall provide for the following, and if they do not, they shall be deemed to include the following:

(j) *Annual budget*.—

1. The proposed annual budget of common expenses must ~~shall~~ be detailed and must ~~shall~~ show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in s. 719.504(20). The board of administration shall adopt the annual budget at least 14 days ~~before~~ prior to the start of the association's fiscal year. In the event that the board fails to timely adopt the annual budget a second time, it ~~is~~ shall be deemed a minor violation and the prior year's budget shall continue in effect until a new budget is adopted.

2. In addition to annual operating expenses, the budget must ~~shall~~ include reserve accounts for capital expenditures and deferred maintenance. These accounts must ~~shall~~ include, but not be limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved for an item is determined by the association's most recent structural integrity reserve study that must be completed by December 31, 2024. If the amount to be reserved for an item is not in the association's initial or most recent structural integrity reserve study or the association has not completed a structural integrity reserve study, the amount must ~~shall~~ be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of ~~the each~~ reserve item. The association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item

~~caused by deferred maintenance. This paragraph shall not apply to any budget in which The members of a unit-owner controlled an association may determine have, at a duly called meeting of the association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection. Before turnover of control of an association by a developer to unit owners other than a developer under s. 719.301, the developer-controlled association may not vote to waive the reserves or reduce funding of the reserves. Effective December 31, 2024, a unit-owner controlled association may not determine to provide no reserves or reserves less adequate than required by this paragraph for items listed in paragraph (k) However, prior to turnover of control of an association by a developer to unit owners other than a developer pursuant to s. 719.301, the developer may vote to waive the reserves or reduce the funding of reserves for the first 2 years of the operation of the association after which time reserves may only be waived or reduced upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the association. If a meeting of the unit owners has been called to determine to provide no reserves, or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect.~~

3. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the association. ~~Before~~ Prior to turnover of control of an association by a developer to unit owners other than the developer under s. 719.301, the developer may not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the association. Effective December 31, 2024, members of a unit-owner controlled association may not vote to use reserve funds, or any interest accruing thereon, that are reserved for items listed in paragraph (k) for purposes other than their intended purpose.

(k) Structural integrity reserve study.—

1. An association must have a structural integrity reserve study completed at least every 10 years for each building on the cooperative property that is three stories or higher in height that includes, at a minimum, a study of the following items as related to the structural integrity and safety of the building:

- a. Roof.
- b. Load-bearing walls or other primary structural members.
- c. Floor.
- d. Foundation.

- e. Fireproofing and fire protection systems.
- f. Plumbing.
- g. Electrical systems.
- h. Waterproofing and exterior painting.
- i. Windows.
- j. Any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000 and the failure to replace or maintain such item negatively affects the items listed in subparagraphs a.-i., as determined by the licensed engineer or architect performing the visual inspection portion of the structural integrity reserve study.

2. Before a developer turns over control of an association to unit owners other than the developer, the developer must have a structural integrity reserve study completed for each building on the cooperative property that is three stories or higher in height.

3. Associations existing on or before July 1, 2022, which are controlled by unit owners other than the developer, must have a structural integrity reserve study completed by December 31, 2024, for each building on the cooperative property that is three stories or higher in height.

4. If an association fails to complete a structural integrity reserve study pursuant to this paragraph, such failure is a breach of an officer's and director's fiduciary relationship to the unit owners under s. 719.104(8).

(1) *Mandatory milestone inspections.*—If an association is required to have a milestone inspection performed pursuant to s. 553.899, the association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of s. 553.899. The association is responsible for all costs associated with the inspection. If the officers or directors of an association willfully and knowingly fail to have a milestone inspection performed pursuant to s. 553.899, such failure is a breach of the officers' and directors' fiduciary relationship to the unit owners under s. 719.104(8)(a). Upon completion of a phase one or phase two milestone inspection and receipt of the inspector-prepared summary of the inspection report from the architect or engineer who performed the inspection, the association must distribute a copy of the inspector-prepared summary of the inspection report to each unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

Section 16. Paragraphs (p) and (q) are added to subsection (4) of section 719.301, Florida Statutes, to read:

719.301 Transfer of association control.—

(4) When unit owners other than the developer elect a majority of the members of the board of administration of an association, the developer shall relinquish control of the association, and the unit owners shall accept control. Simultaneously, or for the purpose of paragraph (c) not more than 90 days thereafter, the developer shall deliver to the association, at the developer's expense, all property of the unit owners and of the association held or controlled by the developer, including, but not limited to, the following items, if applicable, as to each cooperative operated by the association:

(p) Notwithstanding when the certificate of occupancy was issued or the height of the building, a milestone inspection report in compliance with s. 553.899 included in the official records, under seal of an architect or engineer authorized to practice in this state, attesting to required maintenance, condition, useful life, and replacement costs of the following applicable cooperative property comprising a turnover inspection report:

1. Roof.

2. Structure, including load-bearing walls and primary structural members and primary structural systems as those terms are defined in s. 627.706.

3. Fireproofing and fire protection systems.

4. Elevators.

5. Heating and cooling systems.

6. Plumbing.

7. Electrical systems.

8. Swimming pool or spa and equipment.

9. Seawalls.

10. Pavement and parking areas.

11. Drainage systems.

12. Painting.

13. Irrigation systems.

14. Waterproofing.

(q) A copy of the association's most recent structural integrity reserve study.

Section 17. Subsection (1) of section 719.501, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

719.501 Powers and duties of Division of Florida Condominiums, Timeshares, and Mobile Homes.—

(1) The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, referred to as the “division” in this part, in addition to other powers and duties prescribed by chapter 718, has the power to enforce and ensure compliance with this chapter and adopted rules relating to the development, construction, sale, lease, ownership, operation, and management of residential cooperative units, complaints related to the procedural completion of the structural integrity reserve studies under s. 719.106(1)(k), and complaints related to the procedural completion of milestone inspections under s. 553.899. In performing its duties, the division shall have the following powers and duties:

(a) The division may make necessary public or private investigations within or outside this state to determine whether any person has violated this chapter or any rule or order hereunder, to aid in the enforcement of this chapter, or to aid in the adoption of rules or forms hereunder.

(b) The division may require or permit any person to file a statement in writing, under oath or otherwise, as the division determines, as to the facts and circumstances concerning a matter to be investigated.

(c) For the purpose of any investigation under this chapter, the division director or any officer or employee designated by the division director may administer oaths or affirmations, subpoena witnesses and compel their attendance, take evidence, and require the production of any matter which is relevant to the investigation, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of relevant facts or any other matter reasonably calculated to lead to the discovery of material evidence. Upon failure by a person to obey a subpoena or to answer questions propounded by the investigating officer and upon reasonable notice to all persons affected thereby, the division may apply to the circuit court for an order compelling compliance.

(d) Notwithstanding any remedies available to unit owners and associations, if the division has reasonable cause to believe that a violation of any provision of this chapter or related rule has occurred, the division may institute enforcement proceedings in its own name against a developer, association, officer, or member of the board, or its assignees or agents, as follows:

1. The division may permit a person whose conduct or actions may be under investigation to waive formal proceedings and enter into a consent proceeding whereby orders, rules, or letters of censure or warning, whether formal or informal, may be entered against the person.

2. The division may issue an order requiring the developer, association, officer, or member of the board, or its assignees or agents, to cease and desist from the unlawful practice and take such affirmative action as in the judgment of the division will carry out the purposes of this chapter. Such affirmative action may include, but is not limited to, an order requiring a developer to pay moneys determined to be owed to a condominium association.

3. The division may bring an action in circuit court on behalf of a class of unit owners, lessees, or purchasers for declaratory relief, injunctive relief, or restitution.

4. The division may impose a civil penalty against a developer or association, or its assignees or agents, for any violation of this chapter or related rule. The division may impose a civil penalty individually against any officer or board member who willfully and knowingly violates a provision of this chapter, a rule adopted pursuant to this chapter, or a final order of the division. The term “willfully and knowingly” means that the division informed the officer or board member that his or her action or intended action violates this chapter, a rule adopted under this chapter, or a final order of the division, and that the officer or board member refused to comply with the requirements of this chapter, a rule adopted under this chapter, or a final order of the division. The division, prior to initiating formal agency action under chapter 120, shall afford the officer or board member an opportunity to voluntarily comply with this chapter, a rule adopted under this chapter, or a final order of the division. An officer or board member who complies within 10 days is not subject to a civil penalty. A penalty may be imposed on the basis of each day of continuing violation, but in no event shall the penalty for any offense exceed \$5,000. By January 1, 1998, the division shall adopt, by rule, penalty guidelines applicable to possible violations or to categories of violations of this chapter or rules adopted by the division. The guidelines must specify a meaningful range of civil penalties for each such violation of the statute and rules and must be based upon the harm caused by the violation, the repetition of the violation, and upon such other factors deemed relevant by the division. For example, the division may consider whether the violations were committed by a developer or owner-controlled association, the size of the association, and other factors. The guidelines must designate the possible mitigating or aggravating circumstances that justify a departure from the range of penalties provided by the rules. It is the legislative intent that minor violations be distinguished from those which endanger the health, safety, or welfare of the cooperative residents or other persons and that such guidelines provide reasonable and meaningful notice to the public of likely penalties that may be imposed for proscribed conduct. This subsection does not limit the ability of the division to informally dispose of administrative actions or complaints by stipulation, agreed settlement, or

consent order. All amounts collected shall be deposited with the Chief Financial Officer to the credit of the Division of Florida Condominiums, Timeshares, and Mobile Homes Trust Fund. If a developer fails to pay the civil penalty, the division shall thereupon issue an order directing that such developer cease and desist from further operation until such time as the civil penalty is paid or may pursue enforcement of the penalty in a court of competent jurisdiction. If an association fails to pay the civil penalty, the division shall thereupon pursue enforcement in a court of competent jurisdiction, and the order imposing the civil penalty or the cease and desist order shall not become effective until 20 days after the date of such order. Any action commenced by the division shall be brought in the county in which the division has its executive offices or in the county where the violation occurred.

(e) The division may prepare and disseminate a prospectus and other information to assist prospective owners, purchasers, lessees, and developers of residential cooperatives in assessing the rights, privileges, and duties pertaining thereto.

(f) The division has authority to adopt rules pursuant to ss. 120.536(1) and 120.54 to implement and enforce the provisions of this chapter.

(g) The division shall establish procedures for providing notice to an association when the division is considering the issuance of a declaratory statement with respect to the cooperative documents governing such cooperative community.

(h) The division shall furnish each association which pays the fees required by paragraph (2)(a) a copy of this act, subsequent changes to this act on an annual basis, an amended version of this act as it becomes available from the Secretary of State's office on a biennial basis, and the rules adopted thereto on an annual basis.

(i) The division shall annually provide each association with a summary of declaratory statements and formal legal opinions relating to the operations of cooperatives which were rendered by the division during the previous year.

(j) The division shall adopt uniform accounting principles, policies, and standards to be used by all associations in the preparation and presentation of all financial statements required by this chapter. The principles, policies, and standards shall take into consideration the size of the association and the total revenue collected by the association.

(k) The division shall provide training and educational programs for cooperative association board members and unit owners. The training may, in the division's discretion, include web-based electronic media, and live training and seminars in various locations throughout the state. The division may review and approve education and training programs for board members and unit owners offered by providers and shall maintain a

current list of approved programs and providers and make such list available to board members and unit owners in a reasonable and cost-effective manner.

(l) The division shall maintain a toll-free telephone number accessible to cooperative unit owners.

(m) When a complaint is made to the division, the division shall conduct its inquiry with reasonable dispatch and with due regard to the interests of the affected parties. Within 30 days after receipt of a complaint, the division shall acknowledge the complaint in writing and notify the complainant whether the complaint is within the jurisdiction of the division and whether additional information is needed by the division from the complainant. The division shall conduct its investigation and shall, within 90 days after receipt of the original complaint or timely requested additional information, take action upon the complaint. However, the failure to complete the investigation within 90 days does not prevent the division from continuing the investigation, accepting or considering evidence obtained or received after 90 days, or taking administrative action if reasonable cause exists to believe that a violation of this chapter or a rule of the division has occurred. If an investigation is not completed within the time limits established in this paragraph, the division shall, on a monthly basis, notify the complainant in writing of the status of the investigation. When reporting its action to the complainant, the division shall inform the complainant of any right to a hearing pursuant to ss. 120.569 and 120.57.

(n) The division shall develop a program to certify both volunteer and paid mediators to provide mediation of cooperative disputes. The division shall provide, upon request, a list of such mediators to any association, unit owner, or other participant in arbitration proceedings under s. 718.1255 requesting a copy of the list. The division shall include on the list of voluntary mediators only persons who have received at least 20 hours of training in mediation techniques or have mediated at least 20 disputes. In order to become initially certified by the division, paid mediators must be certified by the Supreme Court to mediate court cases in county or circuit courts. However, the division may adopt, by rule, additional factors for the certification of paid mediators, which factors must be related to experience, education, or background. Any person initially certified as a paid mediator by the division must, in order to continue to be certified, comply with the factors or requirements imposed by rules adopted by the division.

(3)(a) On or before January 1, 2023, cooperative associations existing on or before July 1, 2022, must provide the following information to the division in writing, by e-mail, United States Postal Service, commercial delivery service, or hand delivery, at a physical address or e-mail address provided by the division and on a form posted on the division's website:

1. The number of buildings on the cooperative property that are three stories or higher in height.

2. The total number of units in all such buildings.

3. The addresses of all such buildings.

4. The counties in which all such buildings are located.

(b) The division must compile a list of the number of buildings on cooperative property that are three stories or higher in height, which is searchable by county, and must post the list on the division's website. This list must include all of the following information:

1. The name of each association with buildings on the cooperative property that are three stories or higher in height.

2. The number of such buildings on each association's property.

3. The addresses of all such buildings.

4. The counties in which all such buildings are located.

(c) An association must provide an update in writing to the division if there are any changes to the information in the list under paragraph (b) within 6 months after the change.

Section 18. Paragraph (b) of subsection (1) and paragraph (a) of subsection (2) of section 719.503, Florida Statutes, are amended to read:

719.503 Disclosure prior to sale.—

(1) DEVELOPER DISCLOSURE.—

(b) Copies of documents to be furnished to prospective buyer or lessee.—
Until such time as the developer has furnished the documents listed below to a person who has entered into a contract to purchase a unit or lease it for more than 5 years, the contract may be voided by that person, entitling the person to a refund of any deposit together with interest thereon as provided in s. 719.202. The contract may be terminated by written notice from the proposed buyer or lessee delivered to the developer within 15 days after the buyer or lessee receives all of the documents required by this section. The developer ~~may~~ shall not close for 15 days after ~~following~~ the execution of the agreement and delivery of the documents to the buyer as evidenced by a receipt for documents signed by the buyer unless the buyer is informed in the 15-day voidability period and agrees to close ~~before~~ prior to the expiration of the 15 days. The developer shall retain in his or her records a separate signed agreement as proof of the buyer's agreement to close ~~before~~ prior to the expiration of ~~the said~~ voidability period. The developer must retain such ~~Said proof shall be retained~~ for a period of 5 years after the date of the closing transaction. The documents to be delivered to the prospective buyer are the prospectus or disclosure statement with all exhibits, if the development is subject to ~~the provisions of~~ s. 719.504, or, if not, then copies of the following which are applicable:

1. The question and answer sheet described in s. 719.504, and cooperative documents, or the proposed cooperative documents if the documents have not been recorded, which shall include the certificate of a surveyor approximately representing the locations required by s. 719.104.
2. The documents creating the association.
3. The bylaws.
4. The ground lease or other underlying lease of the cooperative.
5. The management contract, maintenance contract, and other contracts for management of the association and operation of the cooperative and facilities used by the unit owners having a service term in excess of 1 year, and any management contracts that are renewable.
6. The estimated operating budget for the cooperative and a schedule of expenses for each type of unit, including fees assessed to a shareholder who has exclusive use of limited common areas, where such costs are shared only by those entitled to use such limited common areas.
7. The lease of recreational and other facilities that will be used only by unit owners of the subject cooperative.
8. The lease of recreational and other common areas that will be used by unit owners in common with unit owners of other cooperatives.
9. The form of unit lease if the offer is of a leasehold.
10. Any declaration of servitude of properties serving the cooperative but not owned by unit owners or leased to them or the association.
11. If the development is to be built in phases or if the association is to manage more than one cooperative, a description of the plan of phase development or the arrangements for the association to manage two or more cooperatives.
12. If the cooperative is a conversion of existing improvements, the statements and disclosure required by s. 719.616.
13. The form of agreement for sale or lease of units.
14. A copy of the floor plan of the unit and the plot plan showing the location of the residential buildings and the recreation and other common areas.
15. A copy of all covenants and restrictions that ~~which~~ will affect the use of the property and ~~which~~ are not contained in the foregoing.
16. If the developer is required by state or local authorities to obtain acceptance or approval of any dock or marina facilities intended to serve the cooperative, a copy of any such acceptance or approval acquired by the time

of filing with the division pursuant to s. 719.502(1) or a statement that such acceptance or approval has not been acquired or received.

17. Evidence demonstrating that the developer has an ownership, leasehold, or contractual interest in the land upon which the cooperative is to be developed.

18. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 719.301(4)(p), if applicable.

19. A copy of the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

(2) NONDEVELOPER DISCLOSURE.—

(a) Each unit owner who is not a developer as defined by this chapter must comply with ~~the provisions of this subsection before~~ prior to the sale of his or her interest in the association. Each prospective purchaser who has entered into a contract for the purchase of an interest in a cooperative is entitled, at the seller's expense, to a current copy of all of the following:

1. The articles of incorporation of the association,
2. The bylaws, and rules of the association.
3. ,as well as A copy of the question and answer sheet as provided in s. 719.504.

4. A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 719.301(4)(p), if applicable.

5. A copy of the association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

Section 19. Paragraphs (q) and (r) are added to subsection (23) of section 719.504, Florida Statutes, to read:

719.504 Prospectus or offering circular.—Every developer of a residential cooperative which contains more than 20 residential units, or which is part of a group of residential cooperatives which will be served by property to be used in common by unit owners of more than 20 residential units, shall prepare a prospectus or offering circular and file it with the Division of Florida Condominiums, Timeshares, and Mobile Homes prior to entering into an enforceable contract of purchase and sale of any unit or lease of a unit for more than 5 years and shall furnish a copy of the prospectus or offering circular to each buyer. In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which must be in accordance with a format approved by the division. This page must, in readable language: inform

prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which identifies the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of \$100,000; and state whether membership in a recreational facilities association is mandatory and, if so, identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers. The prospectus or offering circular may include more than one cooperative, although not all such units are being offered for sale as of the date of the prospectus or offering circular. The prospectus or offering circular must contain the following information:

(23) Copies of the following, to the extent they are applicable, shall be included as exhibits:

(q) A copy of the inspector-prepared summary of the milestone inspection report as described in ss. 553.899 and 719.301(4)(p), if applicable.

(r) The association's most recent structural integrity reserve study or a statement that the association has not completed a structural integrity reserve study.

Section 20. Paragraphs (d) and (k) of subsection (10) of section 720.303, Florida Statutes, are amended to read:

720.303 Association powers and duties; meetings of board; official records; budgets; financial reporting; association funds; recalls.—

(10) RECALL OF DIRECTORS.—

(d) If the board determines not to certify the written agreement or written ballots to recall a director or directors of the board or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the meeting, file an action with a court of competent jurisdiction or file with the department a petition for binding arbitration under the applicable procedures in ss. 718.112(2)(l) ~~ss. 718.112(2)(j)~~ and 718.1255 and the rules adopted thereunder. For the purposes of this section, the members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration or in a court action. If the arbitrator or court certifies the recall as to any director or directors of the board, the recall will be effective upon the final order of the court or the mailing of the final order of arbitration to the association. The director or directors so recalled shall deliver to the board any and all records of the

association in their possession within 5 full business days after the effective date of the recall.

(k) A board member who has been recalled may file an action with a court of competent jurisdiction or a petition under ss. 718.112(2)(l) ~~ss. 718.112(2)(j)~~ and 718.1255 and the rules adopted challenging the validity of the recall. The petition or action must be filed within 60 days after the recall is deemed certified. The association and the parcel owner representative shall be named as respondents.

Section 21. Subsection (1) of section 720.311, Florida Statutes, is amended to read:

720.311 Dispute resolution.—

(1) The Legislature finds that alternative dispute resolution has made progress in reducing court dockets and trials and in offering a more efficient, cost-effective option to litigation. The filing of any petition for arbitration or the serving of a demand for presuit mediation as provided for in this section shall toll the applicable statute of limitations. Any recall dispute filed with the department under s. 720.303(10) shall be conducted by the department in accordance with the provisions of ss. 718.112(2)(l) ~~ss. 718.112(2)(j)~~ and 718.1255 and the rules adopted by the division. In addition, the department shall conduct binding arbitration of election disputes between a member and an association in accordance with s. 718.1255 and rules adopted by the division. Election disputes and recall disputes are not eligible for presuit mediation; these disputes must be arbitrated by the department or filed in a court of competent jurisdiction. At the conclusion of an arbitration proceeding, the department shall charge the parties a fee in an amount adequate to cover all costs and expenses incurred by the department in conducting the proceeding. Initially, the petitioner shall remit a filing fee of at least \$200 to the department. The fees paid to the department shall become a recoverable cost in the arbitration proceeding, and the prevailing party in an arbitration proceeding shall recover its reasonable costs and attorney fees in an amount found reasonable by the arbitrator. The department shall adopt rules to effectuate the purposes of this section.

Section 22. Subsection (6) of section 721.15, Florida Statutes, is amended to read:

721.15 Assessments for common expenses.—

(6) Notwithstanding any contrary requirements of s. 718.112(2)(i) ~~s. 718.112(2)(g)~~ or s. 719.106(1)(g), for timeshare plans subject to this chapter, assessments against purchasers need not be made more frequently than annually.

Section 23. This act shall take effect upon becoming a law.

Approved by the Governor May 26, 2022.

Filed in Office Secretary of State May 26, 2022.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: Action Item

AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

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

DATE: July 7, 2022

SUBJECT: Cross Town Connector Design - 90% Update

I. BACKGROUND: This report and attached presentation are prepared to update the Council regarding the status of the design and PD&E Update since the February 7, 2022 City Council meeting.

The motion passed was to continue with the design as presented.

II. DISCUSSION: Since then, the Atkins Consultants are now presenting the 90% Plans. The 90% Plans submitted incorporated the City Council's directive regarding:

- Reduced right-of-way and
- Safety improvements

The 90% set of plans formalizes the roadway alignment, stormwater, pedestrian amenities, signage & striping, landscaping and lighting. Continuing progress to the 100% Plans will address:

- The 90% City Council comments development of the specification package,
- The PD&E Re-evaluation,
- The major development order/ major subdivision applications
- The Northwest Florida Water Management District (NFWFMD) permit application submittal
- Revised quantities and updated Engineer's Construction Estimate. and continuing right-of-way acquisition.

A. Link to Strategic Goals / Objectives: 1. Complete two-lane Cross Town Connector
2. Improved Mobility and Connectivity

B. Effect on Budget (EOB): No further effect on Budget beyond what is currently budgeted.

C. Level of Service (LOS): The completion of the Cross Town Connector is consistent with the Comprehensive Plan policy to construct transportation facilities to multimodal standards.

D. Legislative Sponsor:

III. CONCLUSION: The 90% Plans have been redesigned to incorporate the Council's design directives and provide additional details.

IV. RECOMMENDED MOTION: I moved that the City Council direct the City Manager to continue the design of the Destin Cross Town Connector as presented.

Attachments:

1. 440553-1-X7-01 PLANS-06-LANDSCAPE Phase III(90%)
2. 440553-1-X4-01 Drainage Design Report Phase III (90%)
3. 440553-1-X4-01 PLANS-01-ROADWAY Phase III (90%)
4. 440553-1-X4-01 PLANS-02-SIGNINGMARKING Phase III (90%)
5. 440553-1-X4-01 PLANS-05-LIGHTING Phase III (90%)
6. DCTC Power Point



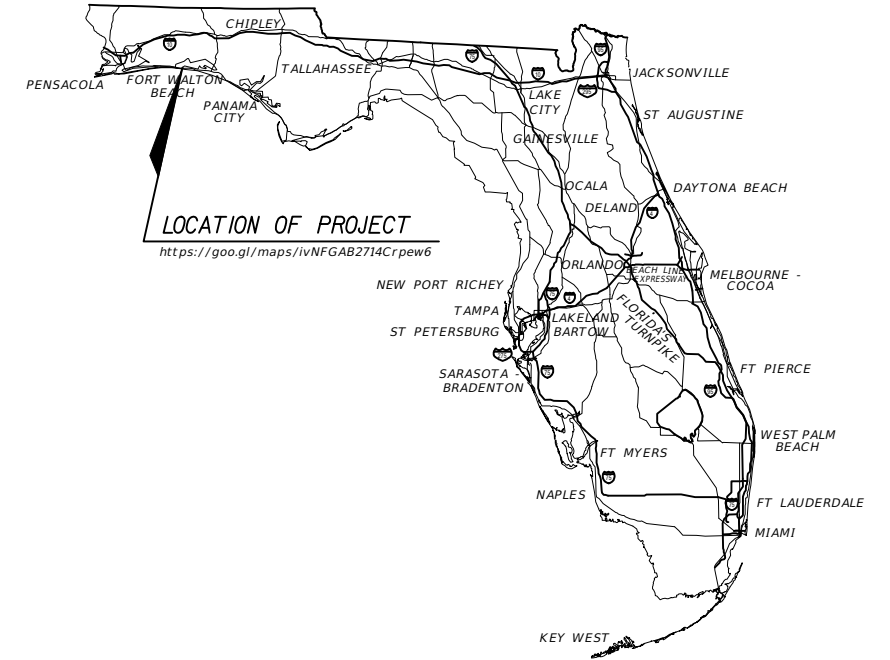
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

LANDSCAPE PLANS

PHASE III (90%) SUBMITTAL
MAY 2022

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JULY 2022 FDOT STANDARD SPECIFICATIONS.

ROADWAY PLANS

ENGINEER OF RECORD:

ALYSSA R. GARCIA
R.L.A. NO.: 6667475
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

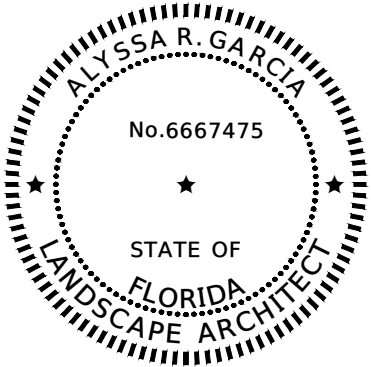
PROJECT MANAGER:

JOE D. BODI

SHEET
NO.

LD-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-11.011, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
ALYSSA GARCIA, R.L.A. FL #6667475

THE ABOVE NAMED PROFESSIONAL REGISTER LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR
THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
LD-01	KEY SHEET
LD-02	SIGNATURE SHEET
LD-03	LANDSCAPE NOTES
LD-04	LANDSCAPE SCHEDULE
LD-05	LAYOUT PLAN
LD-06 TO LD-10	LANDSCAPE PLANS
LD-11	IRRIGATION NOTES

R E V I S I O N S				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
----	----	----	----		COUNTY	CONSTRUCTION PLANS FOR:		
----	----	----	----		OKALOOSA	DESTIN CROSS TOWN CONNECTOR		LD-02

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ATTENDING A PRE-BID MEETING DURING WHICH INSTALLATION SPECIFICATIONS, INSTALLATION REQUIREMENTS, SCHEDULES, AND MAINTENANCE REQUIREMENTS WILL BE DISCUSSED.
2. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE AND IRRIGATION IS NOT DAMAGED BY OTHER WORK/TRADES.
3. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY/PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION FOR ANY FIELD ADJUSTMENTS.
4. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN ON ALL DRAWINGS. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PLANT SCHEDULE. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN 2 WEEKS OF NOTICE.
5. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER (UNLESS OTHERWISE NOTED) AS SET FORTH IN "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, LATEST EDITION. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE. ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. ADDITIONALLY, THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.
6. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. ROOT BOUND PLANTS SHALL NOT BE ACCEPTED. NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
7. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE LANDSCAPE CONTRACTOR SHALL FLAG ALL TREE AND BEDLINE LOCATIONS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO ANY INSTALLATION.
8. DIG PLANTING PITS AT 1.5 TIMES THE DIAMETER OF THE POT. FILL PLANT PIT WITH APPROVED PLANTING MIX AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE TO THE PROPER LEVEL RELATIVE TO FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT WITH THE APPROVED TYPE AND RATE OF FERTILIZER. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL SOIL AND RAKE THE BED TO ITS FINISH GRADE. COVER ALL BED AREAS WITH 3" MULCH DEPTH. REMOVE ALL DEBRIS FROM THE MULCH.WATER BED THOROUGHLY. IF/WHERE APPLICABLE, EACH NEWLY PLANTED TREE NOT WITHIN A SHRUB/GROUNDCOVER BED SHALL BE CENTERED WITHIN A LAYER OF MULCH 6' IN DIAMETER AND 3" DEPTH (SETTLED). ALL PINE STRAW SHALL FROM THE 'IMPROVED SLASH' PINE TREE WITH A MINIMUM NEEDLE LENGTH OF EIGHT INCHES.
9. THE LANDSCAPE CONTRACTOR SHALL CONDUCT REPRESENTATIVE SOIL ANALYSIS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY IMPROPER SOIL CONDITION (NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC.) AND SHALL RECOMMEND FOR APPROVAL, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY, VIGOROUS PLANT GROWTH.
10. THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES (AND PLANS), AS NECESSARY, IN PREPARING PLANTING AREAS, INCLUDING FINAL GRADE ELEVATIONS.
11. ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN (BY HAND IF THE IRRIGATION SYSTEM IS NOT FUNCTIONING PROPERLY). ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY.
12. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALK THROUGH. A FINAL WALK THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTINGS UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. THIS MAINTENANCE INCLUDES KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS. THE LANDSCAPE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME.
14. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.
15. REFER TO CURRENT FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARD PLANS, THE GENERAL NOTES, AND THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. WHERE CONFLICTS EXIST, THE MORE STRINGENT STANDARDS AND SPECIFICATIONS SHALL APPLY.

REVISIONS				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		LANDSCAPE NOTES	SHEET NO.
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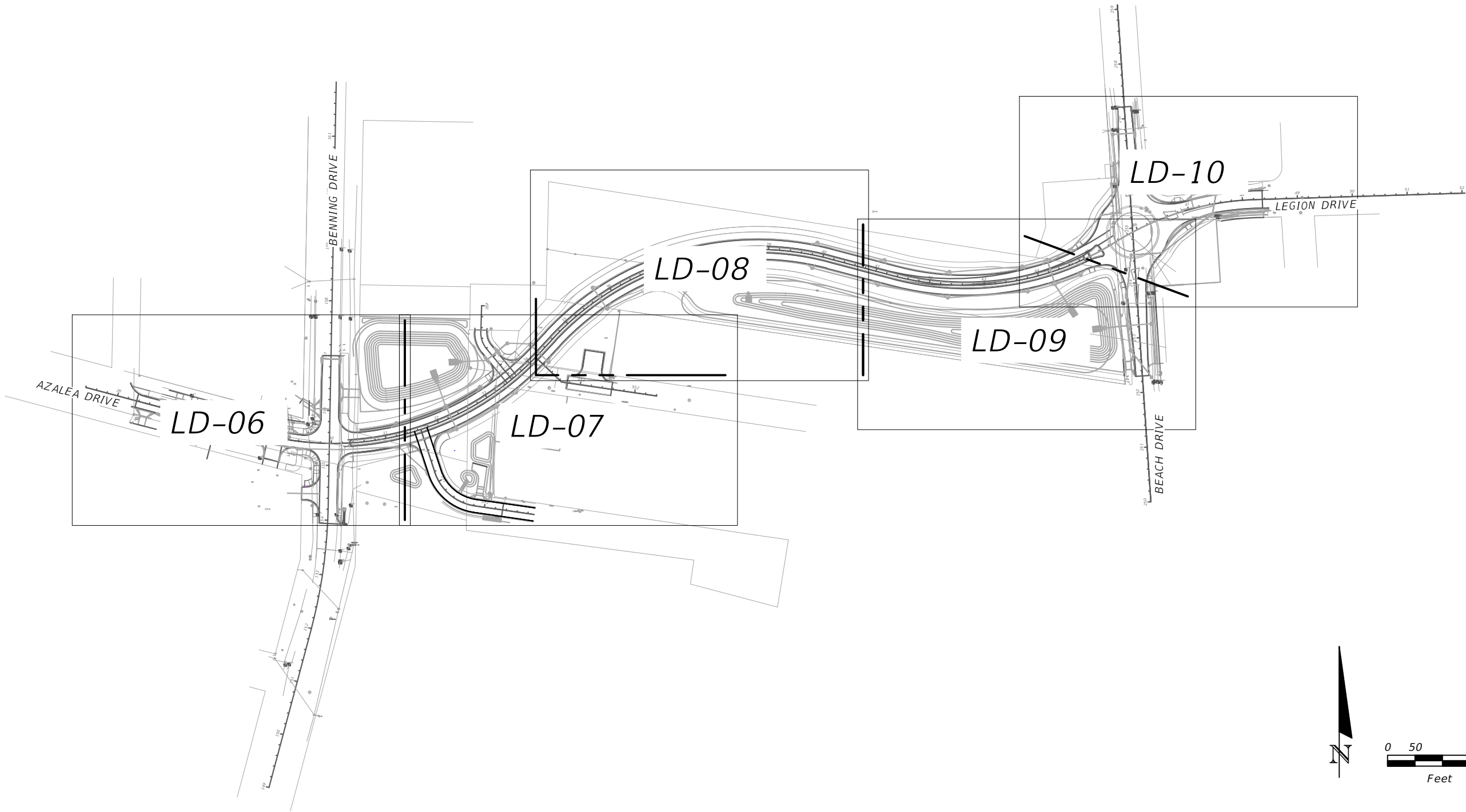
PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	REMARKS
	AR	15	ACER RUBRUM	RED MAPLE	30 GAL.	10'-12' HT.; 2"-2.5" CAL.
	CC	14	CERCIS CANADENSIS	EASTERN REDBUD	30 GAL.	8'-10' HT X 4'-5' SPD., 1.5"-2" CAL.
	IC	23	ILEX CASSINE	DAH00N HOLLY	45 GAL.	12'-14' HT, 2"-3" CAL., 2' MIN. CT, SINGLE LEADER, STANDARD
	JS	62	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	30 GAL.	7'-8' HT.
	LJ	18	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	65 GAL.	6'-7' HT X 6'-7" SPD.,
	ML	25	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM DWARF SOUTHERN MAGNOLIA	30 GAL.	6'-7' HT.
	PE	51	PINUS ELLIOTTII	SLASH PINE	30 GAL.	8'-10' HT X 4'-5' SPD., 2" CAL.
	QS	6	QUERCUS SHUMARDII	SHUMARD OAK	30 GAL.	10'-12' HT X 3'-4' SPD., 1.75"-2" CAL.
	QV	76	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	30 GAL.	10'-12' HT; 2"-2..5" CAL.
	SP	60	SABAL PALMETTO	CABBAGE PALMETTO	FG	REGENERATED ROOTS; 16'-20' CT
	TD	10	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL.	8'-10' HT.; 2"-2.5" CAL.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	245	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	7 GAL.	36" o.c.	18" - 24" OA FULL
	JP	261	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	3 GAL.	30" o.c.	12' HT X 12"-18" SPD
	MC	1,184	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 GAL.	36" o.c.	18"-24" HT.
	RG	553	RHODODENDRON 'G.G.GERBRING'	G.G. GERBRING RHODODENDRON	7 GAL.	36" o.c.	24"-30" HT. X 30"-36" SPD.
	SR	561	SERENOA REPENS	SAW PALMETTO	7 GAL.	36" o.c.	12"-15" HT X 12"-15" SPD
	VO	283	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL.	48" o.c.	3' OA

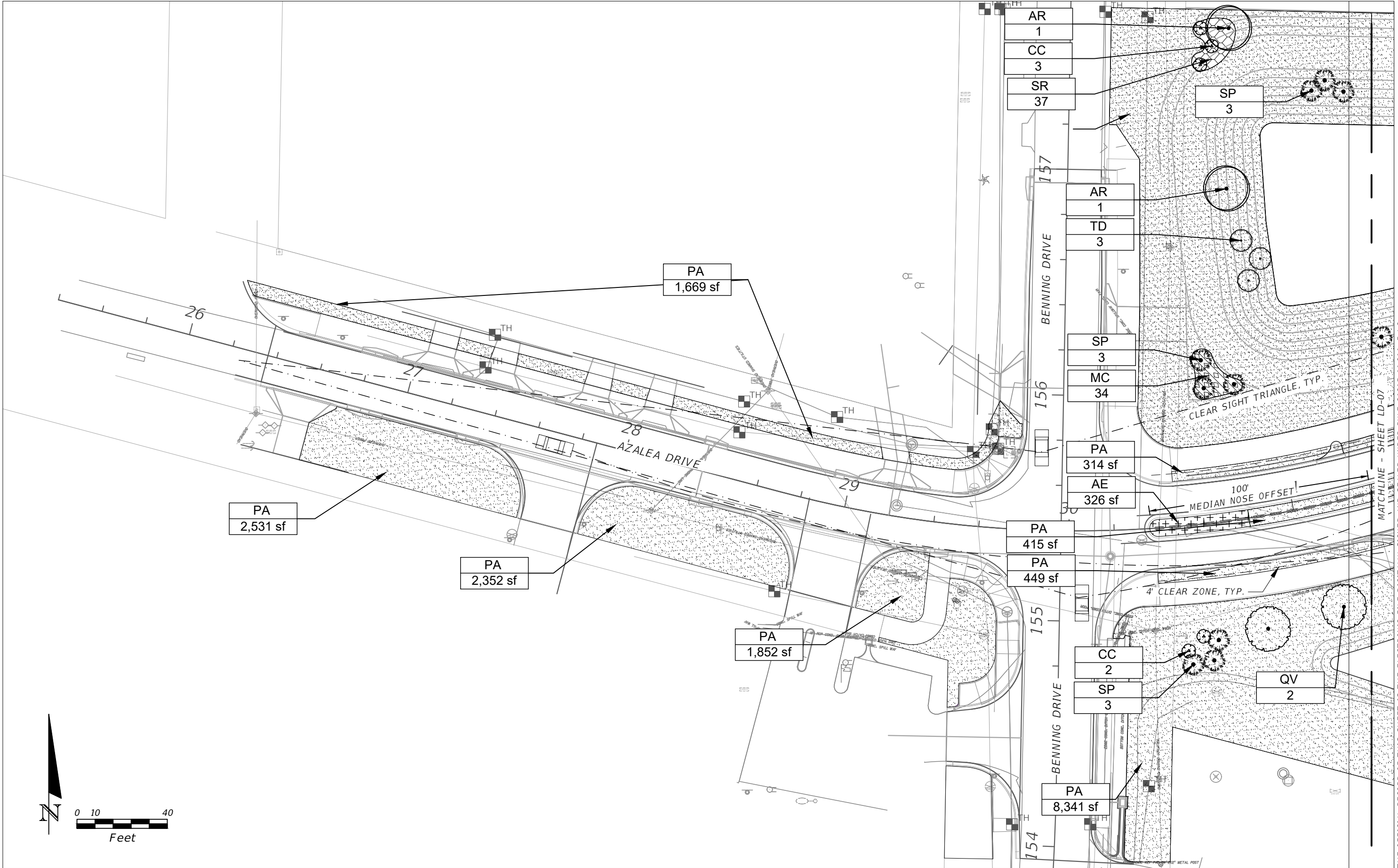
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	AE	1,775 SF	ARACHIS GLABRATA 'ECOTURF'	PERENNIAL PEANUT	SOD		
	PA	253,335 SF	PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIAGRASS	SOD		SOLID SOD, WEED FREE

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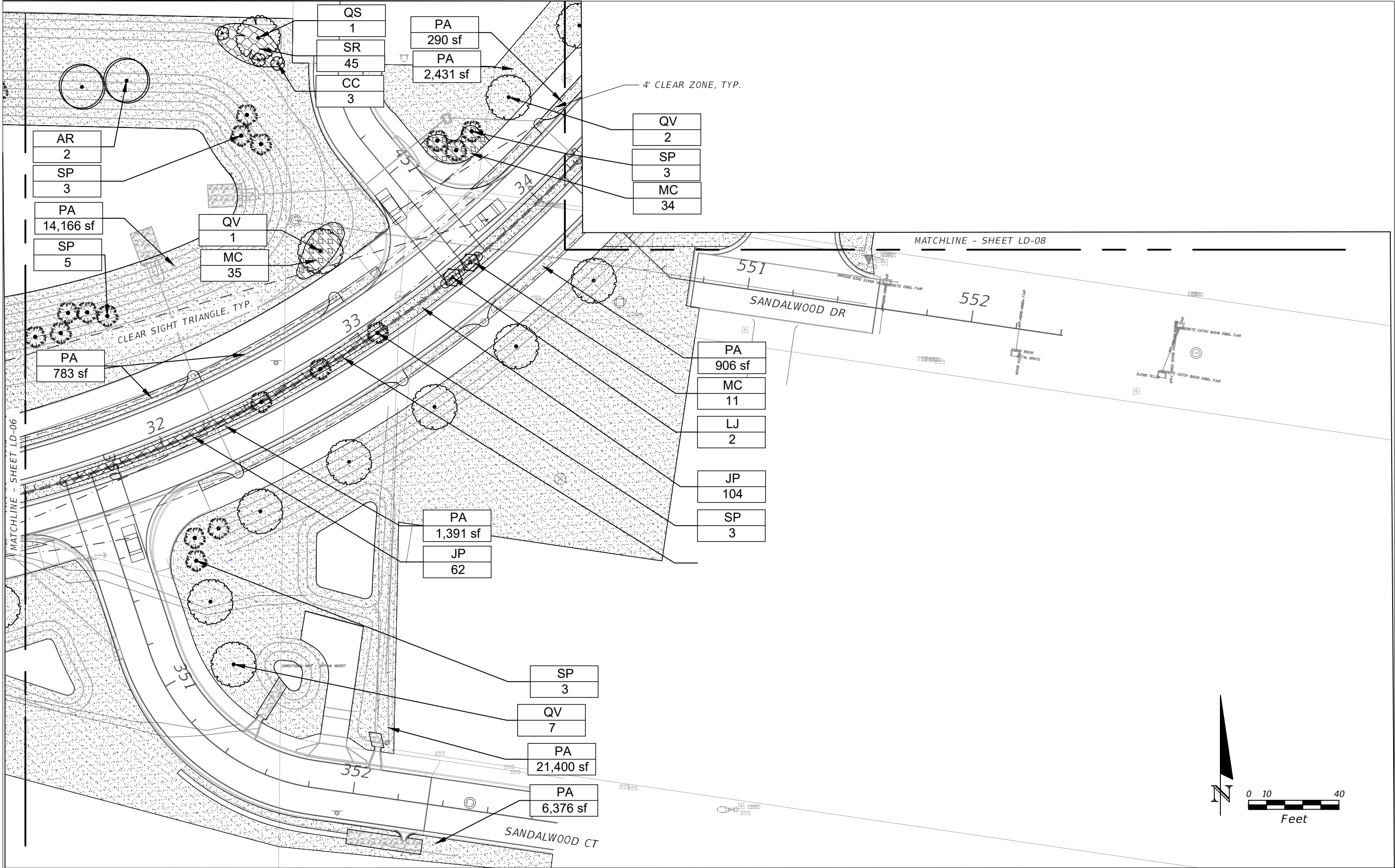


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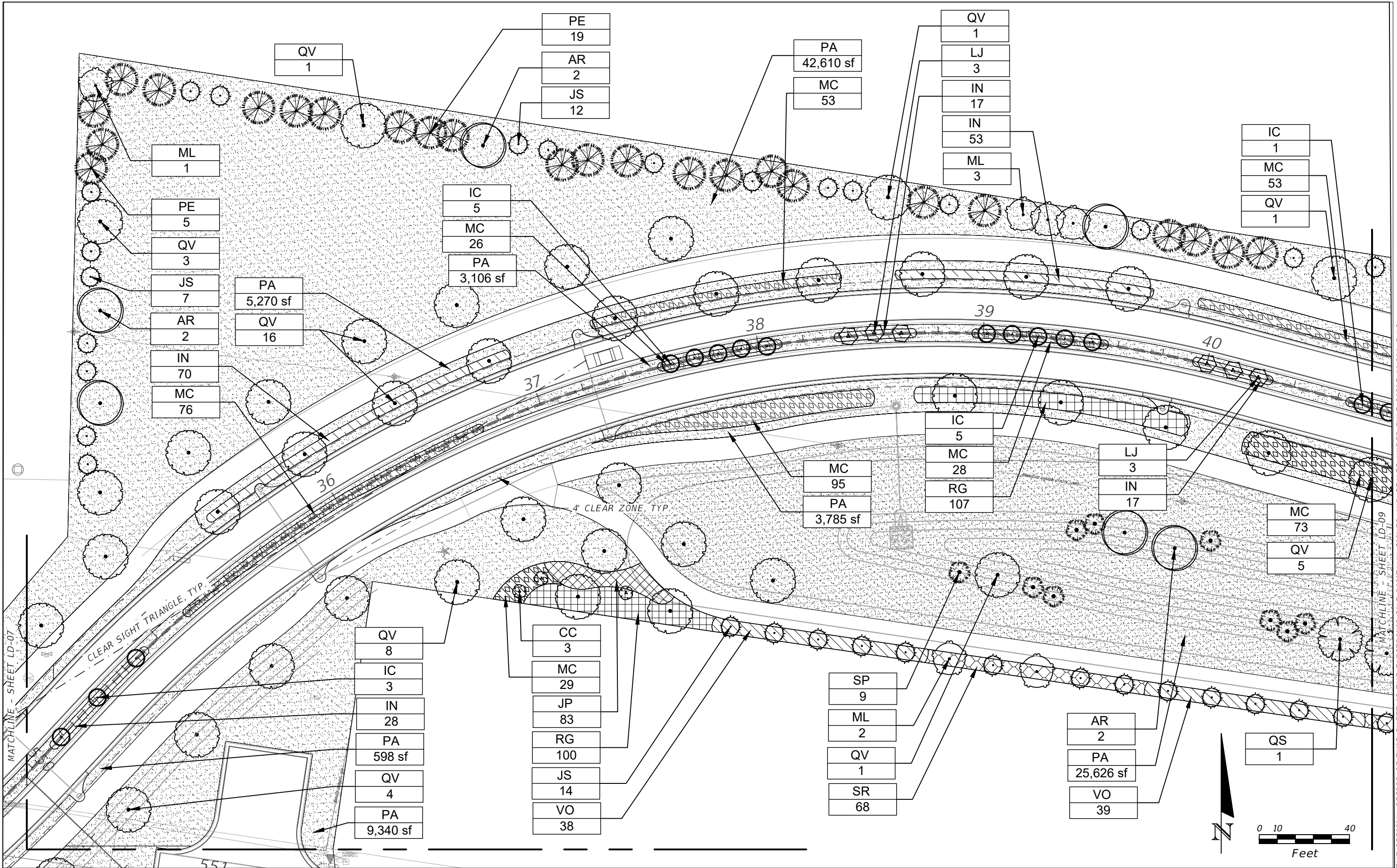
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ALYSSA GARCIA, R.L.A.
R.L.A. LICENSE NUMBER FL #6667475
ATKINS NORTH AMERICA
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

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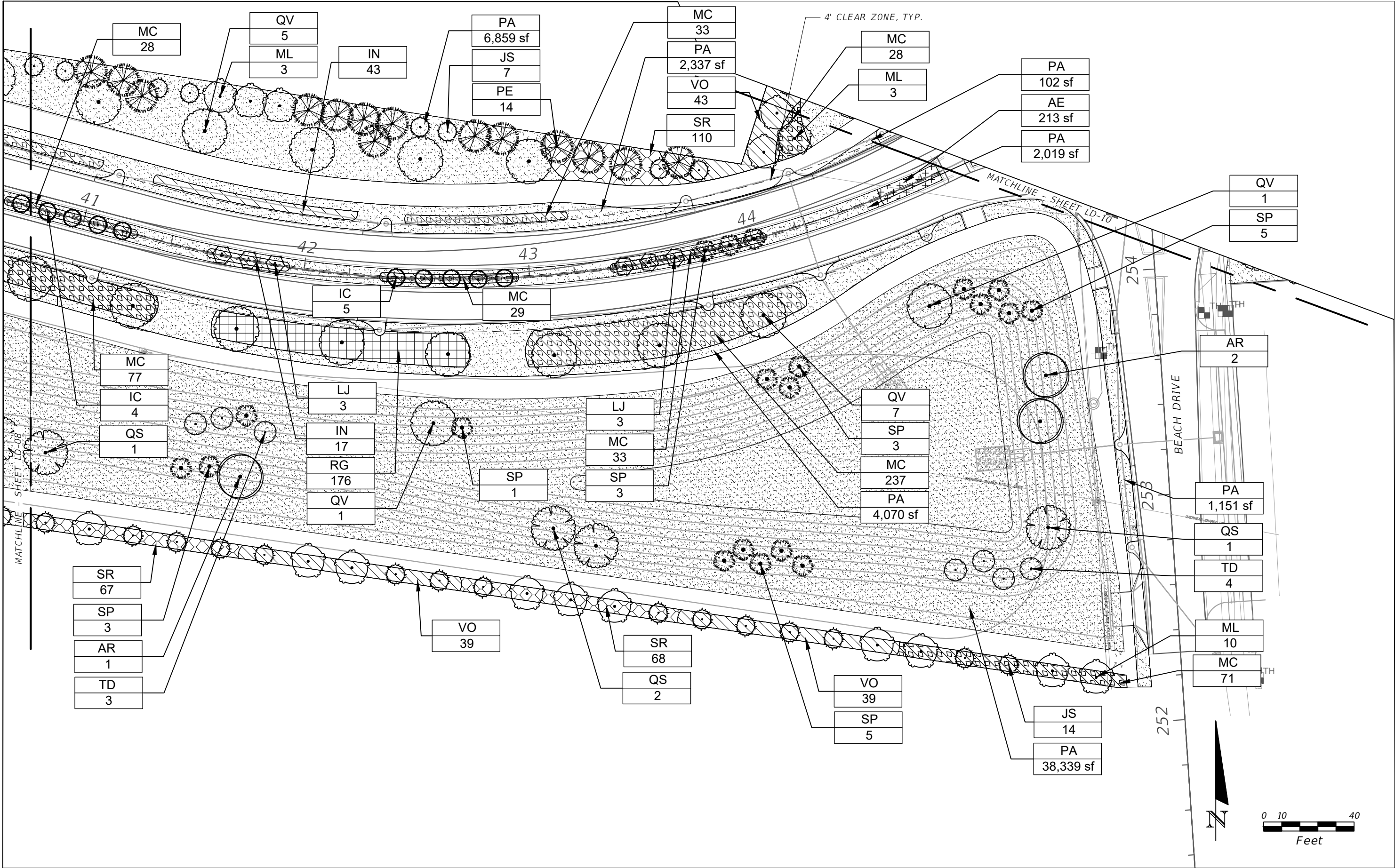
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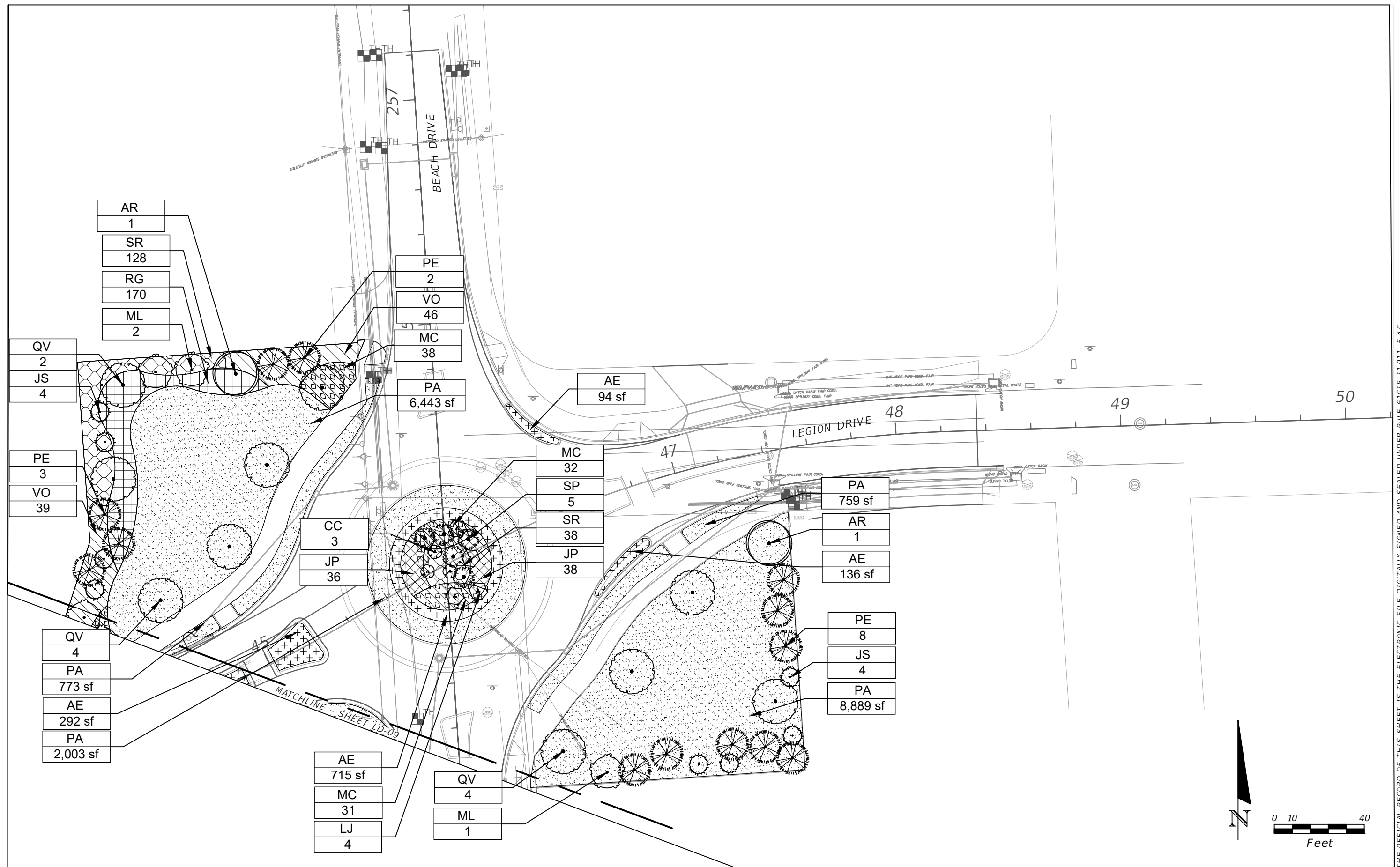
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IRRIGATION NOTES

1. PERMANENT IRRIGATION SHALL BE INSTALLED FOR ALL LANDSCAPE (INCLUDING TURF) SHOWN ON THE PLANS. AS LONG AS IRRIGATION COVERAGE IS COMPLETE, THE CONTRACTOR/IRRIGATION INSTALLER SHALL BE ALLOWED TO DETERMINE THE MOST EFFECTIVE METHOD OF PROVIDING IRRIGATION COVERAGE UTILIZING SPRAY HEADS, RISERS, AND BUBBLERS. THE CONTRACTOR SHALL CONFIRM AND PROVIDE THE WATER SOURCE FOR THE IRRIGATION WITH THE OWNER. A LOCKABLE CABINET CONTROLLER SHALL BE PROVIDED BY THE CONTRACTOR AND ITS LOCATION DETERMINED IN CONJUNCTION WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED AS A DESIGN-BUILD PORTION OF THE WORK PERFORMED BY THE CONTRACTOR. THE SYSTEM MUST BE DESIGNED/ZONED SO THAT ALL IRRIGATION CAN OCCUR BETWEEN THE HOURS OF 1:00 A.M. AND 6:00 A.M.
3. THE CONTRACTOR SHALL FURNISH THE OWNER'S REPRESENTATIVE WITH SHOP DRAWINGS AND SCHEMATIC DESIGN PLANS INDICATING FULL COVERAGE OF IRRIGATED AREAS. THE SHOP DRAWINGS MUST INCLUDE PROPOSED SLEEVING LOCATIONS/SIZES. ALL TREES SHALL HAVE 2 BUBBLERS THAT ARE PLACED ON BUBBLER-ONLY ZONES THAT ARE SEPARATE FROM THE OTHER IRRIGATION ZONES. INSTALLATION SHALL NOT COMMENCE UNTIL THE SHOP DRAWINGS ARE APPROVED BY THE OWNER'S REPRESENTATIVE.
4. THE CONTRACTOR SHALL OBTAIN THE LOCATIONS OF POINT OF CONNECTION FOR WATER AND POWER SOURCE FROM CITY. CONTRACTOR SHALL COORDINATE WITH CITY FOR THE CONNECTION TO THE EXISTING WATER AND POWER SOURCE.
5. PERMANENT SLEEVES SHALL BE INSTALLED BY THE CONTRACTOR AS NECESSARY. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL BORINGS AND CASINGS, AS NEEDED. THE CONTRACTOR IS RESPONSIBLE, AT THEIR EXPENSE, TO REPAIR ANY AND ALL DAMAGE CAUSED TO ANY ROADWAY OR ANY/ALL OTHER AREAS, OR UTILITIES AS A RESULT OF THE BORINGS OR ANY OTHER IRRIGATION WORK.
6. THE INSTALLER SHALL BE EXPECTED TO MAKE IRRIGATION SYSTEM FIELD ADJUSTMENTS ON THE SITE AS NEEDED, IN ORDER TO MAINTAIN COMPLETE AND ACCURATE IRRIGATION COVERAGE, AND TO MAINTAIN THE INTENT OF THE DESIGN. THE FINAL LOCATIONS FOR ALL MAJOR EQUIPMENT (AS APPLICABLE), INCLUDING CONTROLLERS, VALVES, WELLS, SUPPLY CONNECTIONS, MAINLINES, BACKFLOW PREVENTERS, METERS, ETC. SHALL BE DETERMINED IN THE FIELD, STAKED OUT BY THE CONTRACTOR USING THEIR DRAWINGS AS A GUIDE, AND THEN APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
7. OVERSPRAY ONTO HARDSCAPE AMENITIES AND ANY PAVED SURFACE IS NOT ALLOWED TO OCCUR. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN SUCH A FASHION AND BE OF A TYPE THAT CAN BE ADJUSTED TO THROW IRRIGATION WATER AWAY FROM THE AMENITIES AND ALL PAVED SURFACES.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO VERIFY AND CONFORM TO THE PARTICULAR CODES FOR THIS LOCATION. THE INSTALLER SHALL OBTAIN ALL NECESSARY PERMITS (INCLUDING THOSE FOR BORES, WELLS, AND ANY WATER LINE TAPS), UTILITY LOCATES, AND INSPECTIONS.
9. ALL WORK SHALL BE CLOSELY COORDINATED WITH THAT OF OTHER TRADES IN ORDER TO AVOID CONFLICTS. THE INSTALLATION SHALL BE COORDINATED WITH ALL NEW AND EXISTING IMPROVEMENTS, AND WITH THE ACTUAL INSTALLED BED LIMITS,AND PLANT LOCATIONS.
10. ALL MATERIAL AND LABOR NECESSARY TO PROVIDE A COMPLETE, FULLY OPERATIONAL, AND GUARANTEED SYSTEM SHALL BE CONSIDERED PART OF THE WORK, WHETHER OR NOT THEY ARE SPECIFICALLY INDICATED IN THE SUBMITTED DOCUMENTS. THIS SHALL INCLUDE CONFORMANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS OF THE VARIOUS MANUFACTURERS OF THE EQUIPMENT, AND WITH APPLICABLE TRAINING AND CERTIFICATION OF INSTALLATION PERSONNEL.
11. METALLIC LOCATOR/WARNING TAPE SHALL BE BURIED ABOVE ALL WIRING AND PIPING.
12. VALVE BOXES SHALL BE TAMPER-RESISTANT TYPE.
13. ALL SPRINKLER HEADS SHALL BE OF THE PROPER SIZE AND TYPE FOR THE LOCATION AND PLANT MATERIAL. HEADS SHALL BE INSTALLED PLUMB, AND WITH THE PROPER HEIGHT WITH RESPECT TO GRADE AND/OR PLANT MATERIAL. ALL HEADS AND OTHER EQUIPMENT SHALL BE INSTALLED WITH ADEQUATE AND UNIFORM CLEARANCES FROM ALL PAVING, CURBS,SIDEWALKS, WALLS, AND OTHER OBSTACLES, SO THAT DAMAGE TO EQUIPMENT DOES NOT OCCUR DURING NORMAL LANDSCAPE MAINTENANCE OPERATIONS. ALL SPRINKLERS SHALL BE ADJUSTED TO OBTAIN OPTIMAL COVERAGE OF PLANT MATERIAL, WHILE ELIMINATING OVERSPRAY ONTO WALLS, PARK AMENITIES, PAVING OR OTHER IMPERVIOUS SURFACES.THE INSTALLER SHALL UTILIZE THE PROPER SPRAY NOZZLE PATTERN FOR THE LOCATION, AS WELL AS PRESSURE-COMPENSATING HEADS OR SCREENS, AND ADJUSTABLE-PATTERN NOZZLES WHERE A FIXED PATTERN IS NOT SUITABLE TO CONTROL COVERAGE OR OVERSPRAY. 4" POPUP SPRAY HEADS WILL NOT BE USED.
14. CONTROLLER(S) SHALL BE HOOKED UP BY A LICENSED ELECTRICIAN.
15. THE CONTROLLER(S) SHALL BE EQUIPPED WITH A PROPERLY LOCATED AND INSTALLED RAIN/WIND/FREEZE SHUTOFF SENSOR DEVICE THAT COMPLIES WITH FLORIDA LAW. THE SENSOR(S) SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM DITCHES OR OTHER SURFACES. PRIOR TO INSTALLATION, LOCATION OF THE SENSOR(S) SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.
16. THE MINIMUM SUPPLY REQUIREMENTS FOR THE SYSTEM SHALL BE DETERMINED BY THE CONTRACTOR AND STATED ON THE DESIGN-BUILD PLANS AND SHOP DRAWINGS.
17. THE INSTALLER SHALL BE EXPECTED TO BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT THE WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.
18. THE INSTALLER SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR PROVISION OF ELECTRIC SERVICE REQUIREMENTS.
19. ANY EXISTING IRRIGATED AREAS THAT ARE ADJACENT TO THE NEW CONSTRUCTION MUST REMAIN UNDISTURBED AND FULLY FUNCTIONAL. ANY DISRUPTION BY THE CONTRACTOR TO THE EXISTING IRRIGATION COVERAGE MUST BE CORRECTED BY THE CONTRACTOR AT THEIR EXPENSE.
20. THE LANDSCAPE CONTRACTOR SHALL SUPPLY THE OWNER'S REPRESENTATIVE WITH DETAILED AND PROPERLY SCALED IRRIGATION AS-BUILT DRAWINGS IN ACAD FORMAT (2018 VERSION OR LATER) WITHIN 30 DAYS OF PROJECT ACCEPTANCE.THE AS-BUILTS MUST INCLUDE ALL SYSTEM COMPONENTS AND THEIR SIZES.
21. THE IRRIGATION SYSTEM WILL BE DESIGNED AND BUILT SO THAT THE MAINLINE HAS MINIMAL ROADWAY CROSSINGS.

REVISIONS				ALYSSA GARCIA, R.L.A. R.L.A. LICENSE NUMBER FL #6667475 ATKINS NORTH AMERICA 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		IRRIGATION NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
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Destin Cross Town Connector Roadway Project Drainage Design Report

90% Submittal

May 2022

Prepared for:



Contents

Section	Page
Drainage Report Certification	3
1. General Information	4
1.1. Project Description and Location	4
1.2. Land Use	6
1.3. Soils	7
1.4. Wetlands	7
1.5. Threatened and Endangered Species	7
1.6. Floodplains	7
1.7. Water Classification	8
1.8. Geotechnical	8
2. Design Criteria and Information	9
2.1. Stormwater Ponds	9
2.2. Stormwater Conveyance	9
2.3. Modelling	10
3. Existing Conditions	11
4. Proposed Conditions	12
5. Conclusion	14
Appendix	15
Appendix A – Meeting Minutes	
Appendix B – Exhibits	
Appendix C – Geotechnical Report	
Appendix D – Storm Sewer Analysis	
Appendix E – Spread Analysis	
Appendix F – Basin Area, CN and Pond Sizing Calculations	
Appendix G – Proposed Conditions ICPR Model	
Figure 1-1 – Destin CTC Project Location Map	5
Figure 1-2 – Land Use Map	6
Figure 1-3 – Soil Classification	7
Figure 3-1 – Existing Basins Map	11
Figure 4-1 – Destin CTC Proposed Conditions Nodal Diagram	12
Table 1-1 – Tierra, Inc. Groundwater and Seasonal High Water Table Elevations	8
Table 4-1 – Destin CTC Pond Peak Stages	13

Drainage Report Certification

This report is based solely on the information made available to or gathered by ATKINS North America, Inc. (ATKINS). ATKINS does not assume responsibility for conditions which did not come to knowledge, or criteria not recognized as unacceptable at the time this report was prepared. The procedures and references used to develop this report and its findings are standard to the professional practice of civil engineering and consistent with that level of care and skill normally exercised by members of the profession operating under similar circumstances.

I hereby certify that I am a registered professional engineer in the State of Florida practicing with ATKINS, Certificate of Authorization No. 24. I have prepared, reviewed, or approved the evaluations, findings, opinions and conclusions as reported for:

Project: Destin Cross Town Connector Roadway Project
Location: Destin, FL
Client: City of Destin

Nikki E. Rowe, PE
Registration No. 87498
Atkins North America, Inc.
482 South Keller Road
Orlando, FL 32810

1. General Information

1.1. Project Description and Location

The City of Destin proposes to construct a new two-lane east to west corridor, Destin Cross Town Connector (CTC), to alleviate congestion on US Highway 98. The new corridor will connect Azalea Drive (at the Benning Drive intersection) with Legion Drive (at the Beach drive intersection) and develop new intersections at each end of the project. See the project location map, **Figure 1-1**.

The existing roads within the project area are normal crowned and historically drain to depressional green spaces within the road right-of-way. There is no formal roadway stormwater treatment or attenuation within the project right-of-way, with the exception of Legion Drive and Sandalwood Drive which have ditch bottom inlets along the ribbon curb with exfiltration trenches. There are two existing concrete flumes and an existing concrete ditch along the eastern side of Benning Drive that convey stormwater from the road to wooded areas. From permit research within and surrounding the project area, the businesses and residential properties have their own closed basin stormwater treatment systems that treat and attenuate their stormwater runoff.

The proposed typical section for the new Destin CTC segment includes a single 11-foot travel lane in each direction with a 1-foot paved shoulder separated by a 12-foot grassed median. A 10-foot wide shared-use path is included for the length of the new connector. The intersections at each end will be improved and the northern end at Legion Drive will include a new roundabout. The proposed connector is normal crowned and will convey stormwater runoff via Type F curb and gutter to closed storm sewer networks that discharge to retention ponds that will treat and attenuate the proposed project runoff per the City of Destin and Northwest Florida Water Management District design criteria.

Atkins met with the Northwest Florida Water Management District (NFWFMD) prior to the Phase III (90%) plans submittal on 01/26/2022 to discuss the project and permitting requirements. Meeting minutes are included in **Appendix A**.

No wetland impacts will result due to this project and based on FEMA's Flood Insurance Rate maps (FIRM) the project is considered to be located within Flood Zone X.

The project is in Section 24 Township 2 South and Range 23 West and Section 19 Township 2 South and Range 22 West as depicted on the USGS Destin and Fort Walton Beach Quadrangle Maps in **Appendix B**.

This project uses a vertical datum of NAVD 88. All elevations in this document reference NAVD 88 unless otherwise noted.



Figure 1-1 – Destin CTC Project Location Map

1.2. Land Use

The land uses in and around the project area are a mixture of low to high density residential, institutional, and commercial along with a city owned undeveloped parcel that used to be an RV park and an undeveloped parcel consisting of pine flatwoods. A Land Use map of the project area is seen below in **Figure 1-2**.

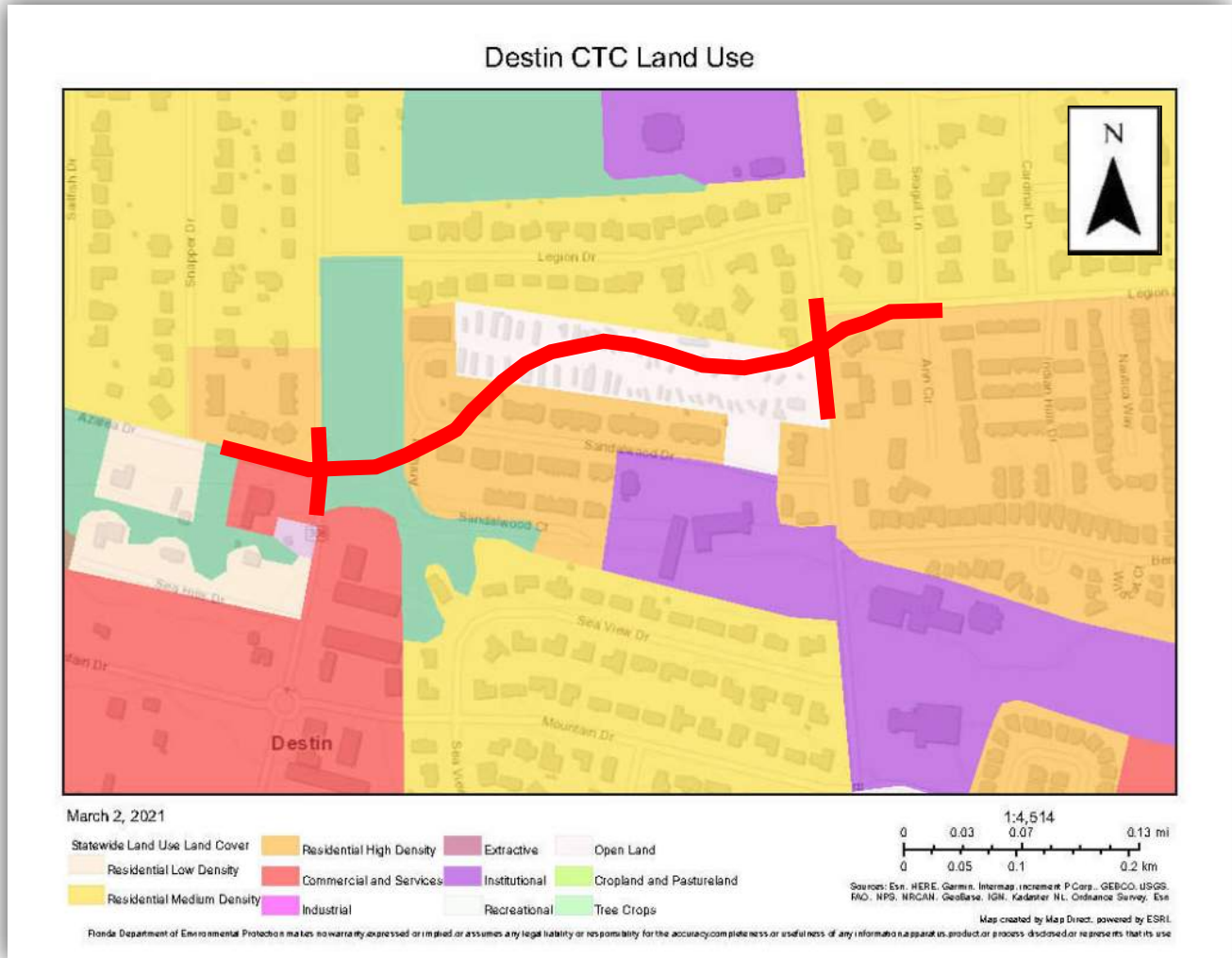


Figure 1-2 – Land Use Map

1.3. Soils

Soils data were obtained from the USDA Natural Resources Conservation Service (NRCS) soil survey. A soils map has been included as **Figure 1-3**, which depicts the hydrologic soil groups (HSG) mapped by the USDA. The soil types within the project area are 10 – Kureb sand and 18 – Newhan-Corolla complex. Both soil types are Hydrologic Soil Group A, with A soils being well-drained.

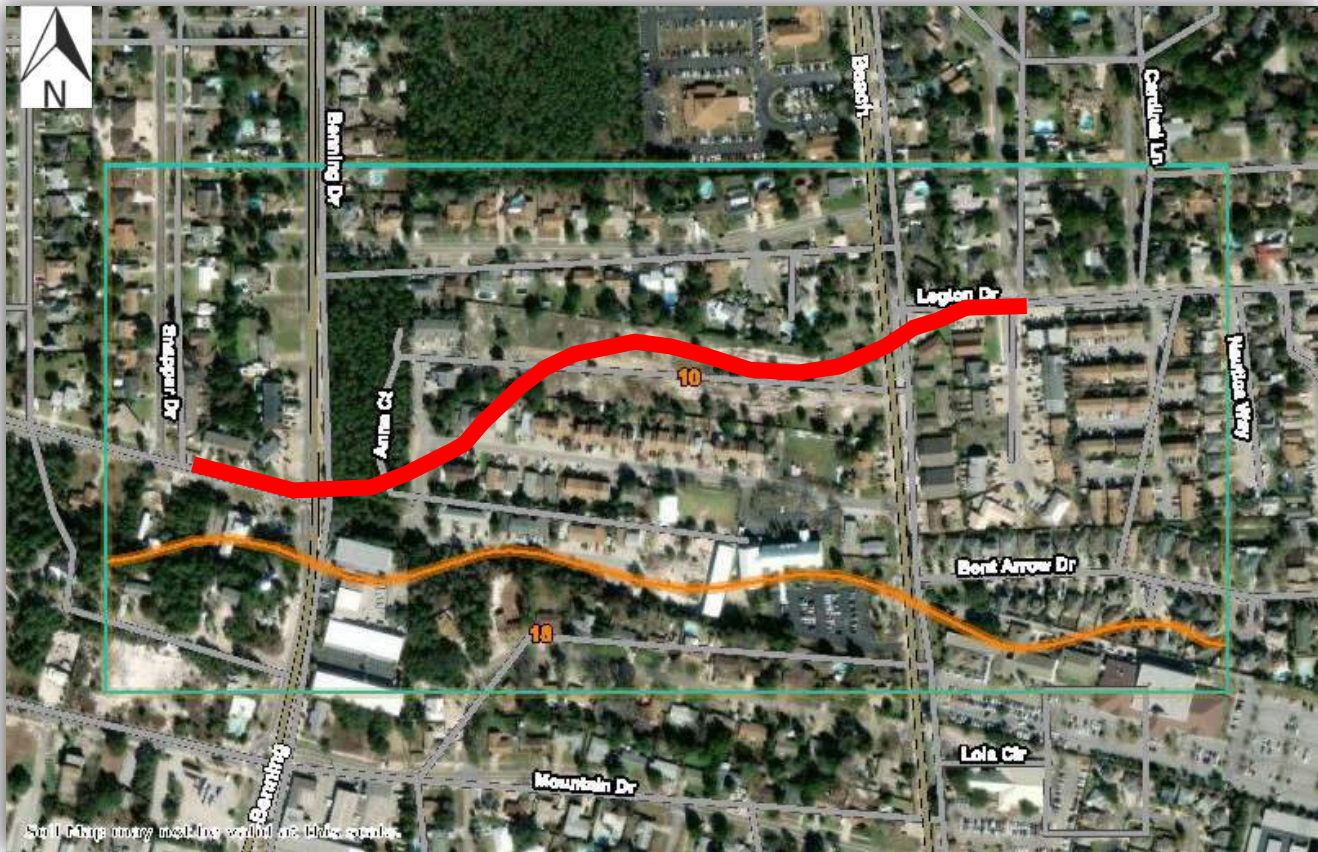


Figure 1-3 – Soil Classification

1.4. Wetlands

A desktop level analysis was performed by Atkins using the U.S. Fish and Wildlife Service’s National Wetland Inventory (NWI) Map and determined that there were no wetlands within the project limits. An Environmental Impact Report was also created by Atkins on September 11th, 2020 and survey was performed for the report with no wetlands, outstanding FL water or aquatic preserves being found within the project area.

1.5. Threatened and Endangered Species

Field review for Threatened and Endangered Species was performed by Atkins as part of the Environmental Impact Report. The review found no listed endangered or threatened wildlife and plant species within 300 feet of the project area. The findings were also concurred by a U.S. Fish and Wildlife Service member.

1.6. Floodplains

A review of FEMA Digital Flood Insurance Rate Map (FIRM) 12091C0488J dated March 9th, 2021 designates that the project area is within Flood Zone X which is outside the 100-year floodplain. Therefore, there are no floodplains within or directly adjacent to the project limits. No impacts to floodplains will occur as a result of this project.

1.7. Water Classification

Choctawhatchee Bay is designated as Class II – Shellfish Propagation or Harvesting. Destin Harbor (WBID #917A) and Joes Bayou (WBID #906) are on the Verified Impaired Waters list. There are no direct discharges to Class I, Class II or Outstanding Florida Waters or Rivers. The proposed project will contribute to improving the water quality of the surrounding water bodies as there is no formal water quality treatment along much of the existing project area. The project does not discharge to either nearby waterbody as runoff up to the 100-year storm event will be retained on site.

1.8. Geotechnical

A geotechnical exploration of the pond sites was conducted by Tierra, Inc. in April and December of 2015. Borings were taken within the limits of the pond sites that showed a variable water table across each of the pond sites. Groundwater was encountered at depths ranging from 8 feet to 17 feet below existing ground, or about elevation 7.5 to 9.5 based on topographic information. Since pond borings were taken during a below-normal seasonal rainfall, Tierra analyzed rainfall data from the nearby Destin-Fort Walton Beach Airport weather station to estimate the “normal” seasonal high water table elevations. Using this data, they created a summary table (see **Table 1-1**) with estimated “normal” seasonal high water table elevations at the pond sites. Note that for the previous 4-lane typical section initially proposed for this project, exfiltration trenches were needed to meet water quality requirements. With the reduced proposed typical section, exfiltration trenches are no longer necessary. See **Appendix C** for the full Geotechnical Report from Tierra, Inc including boring locations.

Table 1-1 – Tierra, Inc. Groundwater and Seasonal High Water Table Elevations

TABLE 2 GROUNDWATER ELEVATION DATA & ESTIMATED "NORMAL" SEASONAL HIGH WATER TABLE ELEVATION DESTIN CROSS TOWN CONNECTOR - PONDS & SUBSURFACE EXFILTRATION SYSTEM OKALOOSA COUNTY, FLORIDA TIERRA PROJECT NO. 4511-14-030							
Location	BORING INFORMATION				DEPTH TO GROUNDWATER BELOW GROUND SURFACE AT TIME OF DRILLING ⁽²⁾ (ft. NAVD88)	GROUNDWATER ELEVATION @ TIME OF DRILLING (ft. NAVD88)	ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER ELEVATION (ft. NAVD88)
	Boring	Northing	Easting	GROUND SURFACE ELEVATION (ft. NAVD88) ⁽¹⁾			
Pond 1	PB-1	513276	1339619	20.4	GNE to 13'	<7.4	---
	PB-3	513292	1339553	20.2	11.50	8.7	9.7
	PB-4	513123	1339741	16.6	8.00	8.6	9.6
Pond 2	PB-2	513234	1340468	21.5	GNE to 13'	<8.5	---
	PB-5	513284	1340178	25.0	17.00	8.0	9.0
	PB-6	513273	1340424	22.2	14.50	7.7	8.7
	PB-7	513176	1340658	19.2	11.00	8.2	9.2
	PB-8	513259	1340897	19.2	11.50	7.7	8.7
Exfiltration System	DB-1	512943	1339639	17.1	8.00	9.1	10.1
	DB-2	513286	1339925	22.0	13.00	9.0	10.0
	DB-3	513394	1340138	23.4	14.00	9.4	10.4
	DB-4	513383	1340370	23.5	GNE to 15'	<8.5	---
	DB-5	513347	1340603	19.9	12.00	7.9	8.9
	DB-6	513381	1340838	18.5	11.00	7.5	8.5
Notes: (1) Ground surface elevations provided by Atkins. (2) Borings PB-1 and PB-2 drilled in April 2015. All other borings drilled in December 2015. (3) GNE - Groundwater Not Encountered							

*Table excerpted from Tierra Inc. Report of Geotechnical Exploration, March 30, 2016

2. Design Criteria and Information

2.1. Stormwater Ponds

Stormwater ponds have been designed to provide water quality treatment and attenuation in accordance with the City of Destin's Land Development Code and NFWFMD's Environmental Resource Permit Applicant's Handbook, Volume II. Atkins met with NFWFMD prior to the Phase III plans submittal on 01/26/2022 to discuss the project and permitting requirements. Meeting minutes are provided in **Appendix A**.

- A. Water Quantity (closed basins) – Per City of Destin, the hydrograph for the developed or redeveloped site shall not exceed the rate of flow of runoff produced by conditions existing before development or redevelopment for the 25-year storm, unless discharge is to a water body of sufficient size to mitigate any impact from increase rate of flow. Per NFWFMD, volume of proposed runoff discharged offsite must not exceed the pre-development volume of runoff discharged offsite resulting from a 25-year, 96-hour design storm (14-inch rainfall depth).

Since the proposed retention ponds for the Destin CTC are designed to retain all runoff, they have no discharge.

- B. Water Quality (retention) – Per City of Destin, the first inch of rainfall from the entire project area shall be retained on-site regardless of the amount of rainfall. Per NFWFMD, on-line retention of the runoff from one inch of rainfall over the contributing area with a minimum volume of one-half inch of runoff from the contributing area is required for water quality.
- C. Recovery – The retention system must provide the capacity for the appropriate treatment volume of stormwater within 72 hours following a storm event.
- D. Pond Layout – The ponds have been designed to provide for a 15' maintenance berm, using 1:4 slopes to the pond bottoms. Freeboard for the 25-year, 96-hour storm has been provided to the inside top of banks. The ponds are sized to retain the 100-year, 24-hour design storm (14-inch rainfall depth).

2.2. Stormwater Conveyance

The stormwater conveyance systems have been designed to meet the requirements of the City of Destin's Land Development Code, FDOT Drainage Manual and the applicable guidelines of the FDOT Drainage Design Guide. Key elements from those manuals are included below:

2.2.1. Storm Sewer

The storm sewer system was analyzed using Geopak Drainage within a Microstation CAD environment accounting for minor losses throughout the system. Results of the storm sewer analysis are included in **Appendix D**.

- A. Hydraulic Gradient – For hydraulic calculations including minor losses the hydraulic gradient for design storm has been kept at or below the theoretical gutter elevation.
- B. Storm Drain Hydrology and Hydraulics – Storm drain systems have been designed with a 10-year design storm frequency.
- C. Design Tailwater – The design tailwater for the project is the peak stage in the pond during the 10-year, 24-hour design storm event (10-inch rainfall depth).
- D. Minimum Slope – A physical slope that can produce a flow velocity of 2.5 feet per second (fps) and no greater than 15 fps when flowing full has been used for the storm sewers.
- E. Outlet Velocity – Outlet velocity shall be based on the tailwater condition for the 10-year, 24-hour design storm event. If discharge exceeds 4 fps, special ditch lining may be considered.
- F. Minimum Pipe Size and Maximum Length – A minimum pipe size of 18 inches will be used for maximum pipe lengths of 300 feet and pipe sizes of 24 inches to 36 inches may be used for maximum lengths of 400 feet. A 42-inch pipe size and larger may be used for a maximum pipe length of 500 feet.

- G. Manning's Roughness Coefficients – A Manning's roughness coefficient (n) of 0.012 has been used in design for storm sewer pipes.
- H. Runoff Coefficients – For design purposes, a runoff coefficient of 0.25 has been used for grass open areas and 0.95 for pavement.
- I. Longitudinal Grade – A minimum longitudinal gutter grade of 0.3 percent shall be used for design.

2.2.2. Spread

- A. Spread – A spread of 1/2 lane width shall be allowed into the travel lane for a rainfall intensity of 4.0 inches per hour. See **Appendix E** for calculations.

2.3. Modelling

Stormwater pond modelling has been performed using ICPR v.4.05.02. ICPR is a hydrodynamic stormwater routing model which is widely used and accepted by all permitting agencies in Florida.

3. Existing Conditions

State Road (SR) 30/US 98 (Harbor Boulevard) is a principal arterial serving both local and through traffic in Destin, Florida and has been congested for many years. To alleviate capacity issues on SR 30/US 98, the proposed project will create a parallel corridor by providing a segment that will connect Azalea Drive and Legion Drive.

As previously stated in Section 1.0, the existing roads within the proposed project area (Azalea Drive, Benning Drive and Beach Drive) are normal crowned and drain to undefined depressional green spaces on both sides of the road within the road right-of-way where it infiltrates directly into the ground. There are some existing concrete flumes and concrete ditch along the eastern side of Benning Drive that convey stormwater from the road to grassed areas. There is no formal roadway stormwater treatment within the existing project right-of-way, except for Legion Drive and Sandalwood Drive which have inlets along either side of the road with exfiltration trenches for treatment. From permit research within and surrounding the project area, the businesses and residential properties have their own closed basin stormwater treatment systems that treat and attenuate their stormwater runoff.

Atkins prepared a Pond Siting Report for the City of Destin in December 2015. As part of this report, the existing basins were delineated for the project area using the latest available NOAA LiDAR contours. The eastern half of the project is within Basin 1 and the western half is within Basin 3, a portion of Pond 1 is within Basin 2. The project also includes three smaller treatment swales along the proposed pavement for the realigned section of Sandalwood Court located in Basin 3. See **Figure 3-1** for the existing basins.

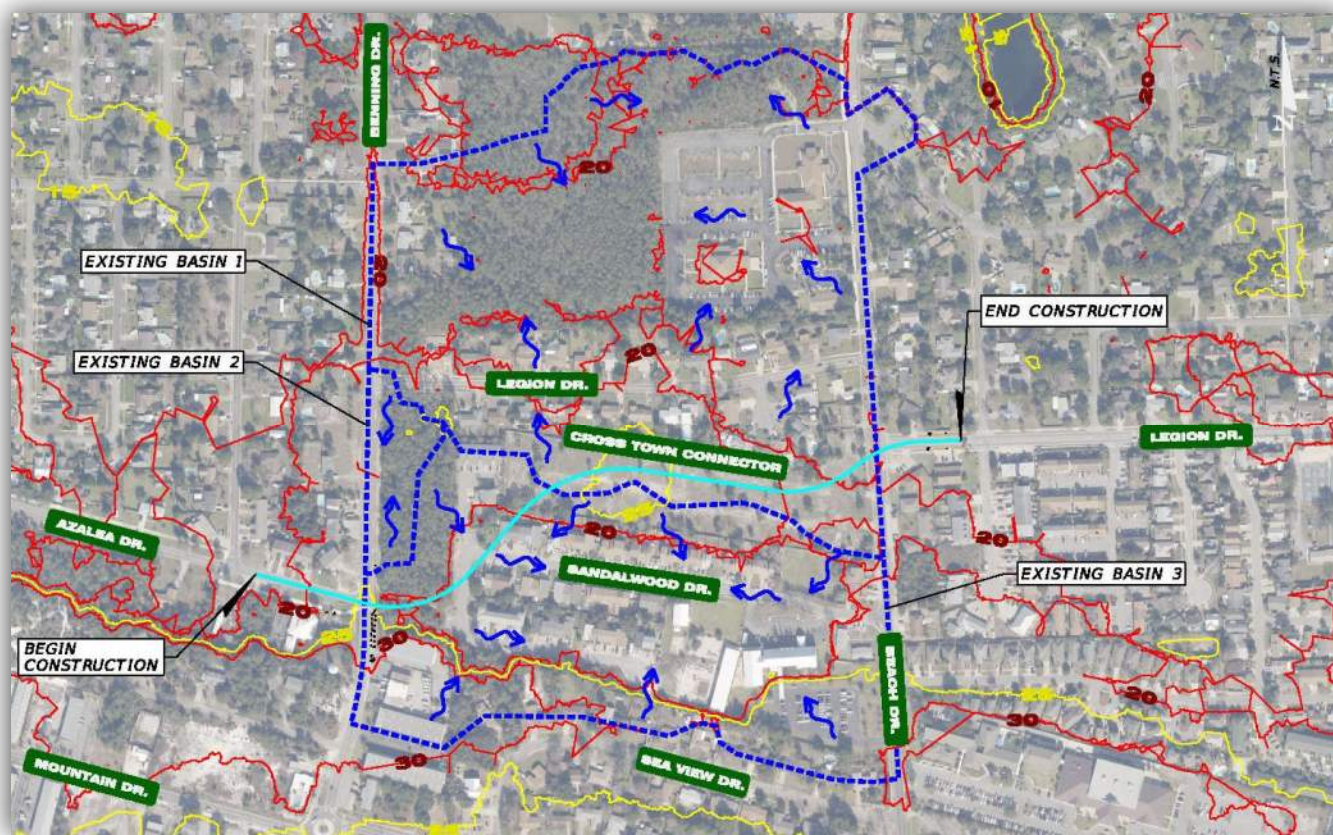


Figure 3-1 – Existing Basins Map

4. Proposed Conditions

As stated previously, the City of Destin is proposing to construct a new two-lane east to west corridor, the Destin Cross Town Connector (CTC). The new corridor will connect Azalea Drive (at the Benning Drive intersection) with Legion Drive (at the Beach drive intersection) and develop new intersections, including a roundabout, at each end of the project. The proposed connector is normal crowned and will convey stormwater runoff via Type F curb and gutter to closed storm sewer networks that discharge to two retention ponds that will treat and attenuate the proposed project runoff. New storm sewer will be added to approximately 400-feet of existing Azalea Drive and the runoff will now be treated and attenuated in Pond 1. Segments of existing Beach drive will also be drained to the new storm sewer system that will be treated and attenuated in Pond 2. Two exfiltration trenches associated with the four existing inlets on Legion Drive on the east side of the roundabout will be removed and the runoff will now be collected in the proposed storm sewer system discharging to Pond 2. There are also three smaller ponds that will provide treatment and attenuation of a small portion of the proposed Sandalwood Court alignment. These small ponds also handle runoff from surrounding offsite area that previously drained directly onto Sandalwood Court that will now be treated and attenuated and no longer run onto the road.

Pond sizing and required treatment calculations have been included in **Appendix F**. Exhibits depicting the ponds, inlet basins and overall basins that were used in the calculations have been included in **Appendix B**. For additional information, please refer to the construction plans.

The stormwater ponds were modelled using ICPR v.4.05.02. Refer to **Figure 4-1** for the proposed conditions nodal diagram. The basin nodes (triangles), which contain the area, curve number and time of concentration data, are conveyed to the pond nodes (blue circles). The pond nodes consist of the pond stages (elevations) and the surface area at each stage. The percolation links (pink lines) in the ICPR hydraulic model are used to compute infiltration of runoff into the groundwater table nodes (red circles). The percolation links and groundwater nodes use the soils data and estimated seasonal high groundwater elevations obtained from the geotechnical report. The model was run for the 10-year/24-hour, 25-year/96-hour and the 100-year/24-hour storm events.

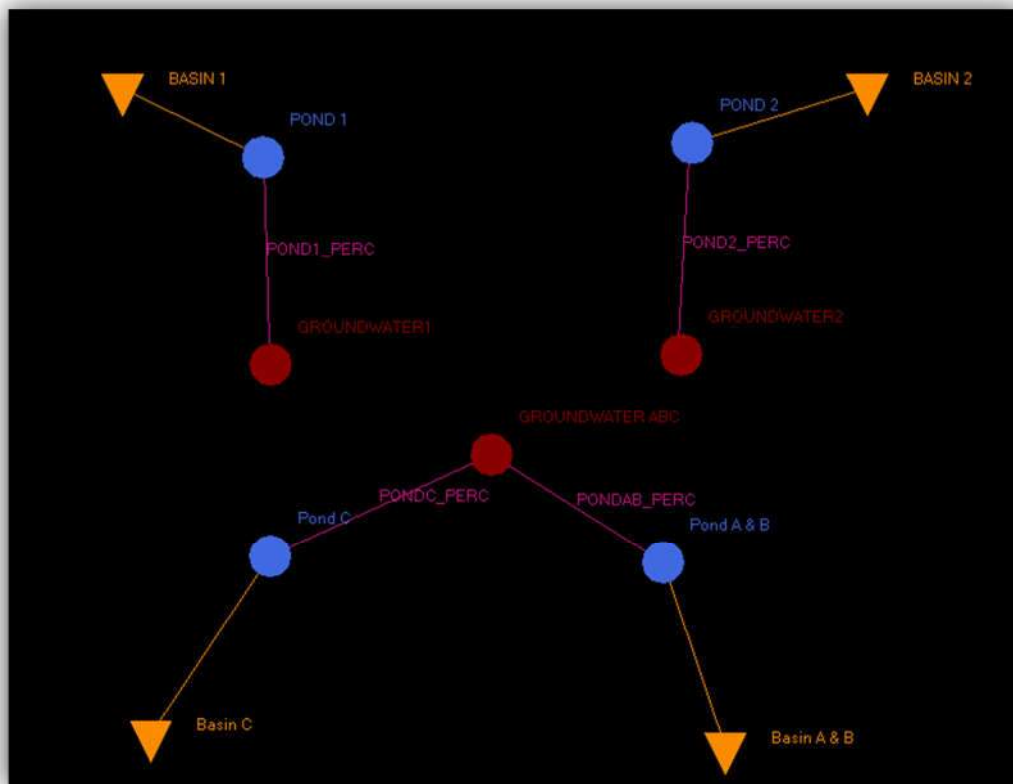


Figure 4-1 – Destin CTC Proposed Conditions Nodal Diagram

Based on the design parameters for the proposed roadway and drainage design, the resulting water elevations for each of the ponds have been determined. Peak stages based on total retention for each storm event are shown in **Table 4-1**. As seen in the table, node peak stages are below the top of berm elevation, with at least one foot of freeboard provided for the 25-year, 24-hour storm event in the large ponds and at least half a foot in the small ponds. All of the 100-year storm event runoff remains in the ponds without overtopping. Pre/post flow rates were not evaluated because the storm events are being contained up to the 100-year storm event. Since most of the existing project area had no formal storm water attenuation, the post condition flow rates are less than pre-condition. The pond routing calculations show that the ponds recover more than the required treatment volume within 72-hours after the 25-year, 24-hour storm event. For full model inputs, stages, and recovery results, refer to **Appendix G**.

Table 4-1 – Destin CTC Pond Peak Stages

ICPR Node Name	10yr/24hr Stage	25yr/96hr Stage	100yr/24hr Stage	Pond ITOB Elevation	Freeboard 25yr/96hr
Pond 1	15.74	16.99	17.78	18.00	1.01
Pond 2	15.16	16.22	16.89	18.00	1.78
Pond A & B	14.00	14.29	14.66	15.00	0.71
Pond C	15.58	16.16	16.46	17.00	0.84

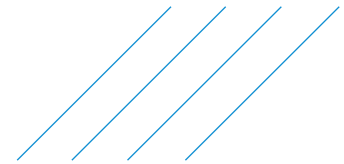
5. Conclusion

The proposed Destin Cross Town Connector project is a net positive project. The project will address traffic congestion on US Highway 98, provide safety and beautification improvements for portions of the existing roads and the proposed project limits, provide a 10-ft shared use path for pedestrians, and will provide water quality treatment and attenuation of stormwater runoff.

Appendix

Appendix A

Meeting Minutes

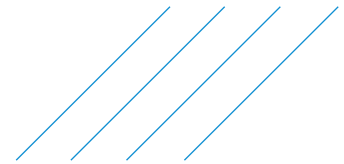


Meeting Notes

Project:	Destin Cross Town Connector (CTC)		
Subject:	NFWFMD Pre-Application Meeting		
Meeting place:	Teams	Meeting no:	1
Date and time:	January 26, 2022, 11:00 AM EST	Minutes by:	Nikki Rowe
Present:	Dana Palermo Duc Le Ted Reese Nikki Rowe James Park Bill Telford	Representing:	NFWFMD NFWFMD NFWFMD Atkins Atkins Atkins

A meeting was held between the Northwest Florida Water Management District (NFWFMD) and Atkins to discuss Environmental Resource Permitting for the proposed Destin Cross Town Connector roadway project. The main items discussed are summarized below:

- I. Introductions
- II. Project Description
 - A. The project is located in the City of Destin within Okaloosa County, Florida and runs approximately 0.5 mile from Azalea Drive to Legion Drive.
 - B. The existing roads within the proposed project area (Azalea Drive, Benning Drive and Beach Drive) are normal crowned and drain to undefined depressional green spaces on both sides of the road within the road right-of-way where it infiltrates directly into the ground. There is currently no formal water quality treatment or peak discharge attenuation provided for this area.
 - C. The City of Destin proposes to construct a new two-lane east to west corridor, Destin Cross Town Connector (CTC), to alleviate congestion on US Highway 98. The new corridor will connect Azalea Drive (at the Benning Drive intersection) with Legion Drive (at the Beach drive intersection) and develop new intersections at each end of the project.
- III. Stormwater Management Facilities
 - A. Water Quality Treatment
 - Five dry retention ponds are proposed to provide water quality treatment.



- B. Peak Discharge Attenuation
 - The proposed ponds are in closed basins with all storms contained up to 25-year, 96-hour and 100-year, 24-hour events (No positive discharge).
- C. There are no floodplains within the project area.
- IV. Storm Drainage Collection and Conveyance Systems
 - A. Closed storm sewer pipe systems are proposed to drain the roadway to the ponds for treatment and attenuation.
 - The 10-year design storm, using 10-year design high water elevation in the pond will be used as tailwater.
- V. Environmental Concerns
 - A. There are no wetlands within the project area.
 - B. There are no threatened and endangered species found within the project area.
- VI. ERP Permitting Process
 - A. The ERP application is expected to be submitted in June 2022.
 - B. Offsite drainage areas should be shown on the pre and post-development drainage basin maps included in the application.
 - C. Include a description in the application that the nearby development's stormwater systems will not be impacted by the proposed project.
 - D. Include in the submittal that there is no positive discharge for the proposed ponds.
 - E. The fee for the ERP application is \$1,400 if the project area is greater than 10 acres. The project area may be less than 10 acres and will be confirmed before application submittal.
 - F. The plans and reports will need to be digitally signed and sealed for the submittal.

Next meeting:	TBD		
Distribution:	Attendees		
Date issued:	January 26, 2022	File Ref:	100073002

NOTE TO RECIPIENTS:

These meeting notes record SNC-Lavalin understanding of the meeting and intended actions arising therefrom. Your agreement that the notes form a true record of the discussion will be assumed unless adverse comments are received in writing within five days of receipt.

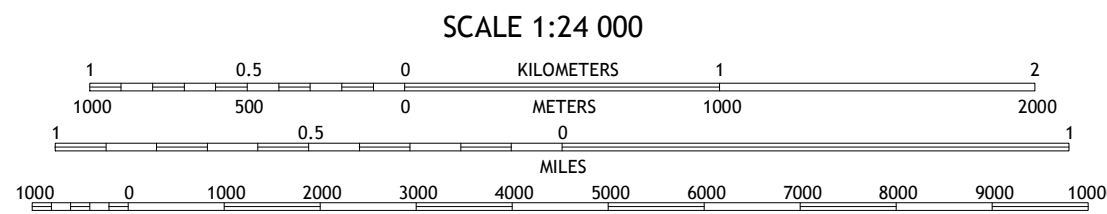
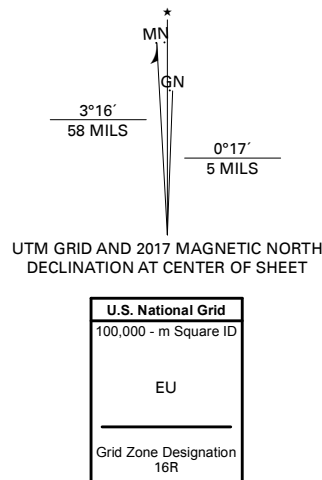
Appendix B

Exhibits

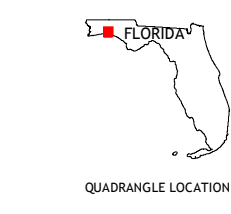


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World Geodetic System of 1984 (WGS84). Projection and
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generalized for this map scale. Private lands within government
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entering private lands.
Imagery.....NAIP, September 2015 - January 2016
Roads.....U.S. Census Bureau, 2016
Names.....GNIS, 1979 - 2018
Hydrography.....National Hydrography Dataset, 2002 - 2017
Contours.....National Elevation Dataset, 2008
Boundaries.....Multiple sources; see metadata file 2014, 2016
Public Land Survey System.....BLM, 2017
Wetlands.....FWS National Wetlands Inventory 1993 - 2004



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard, 2011.
A metadata file associated with this product is draft version 0.6.18



1	2	3
4	5	6

1 Valparaiso
2 Niceville
3 Niceville SE
4 Fort Walton Beach
5 Choctawhatchee
6 Miramar Beach

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	4WD
Interstate Route	US Route
	State Route

DESTIN, FL
2018

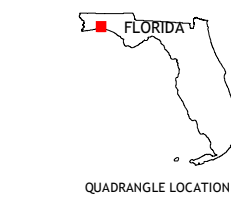
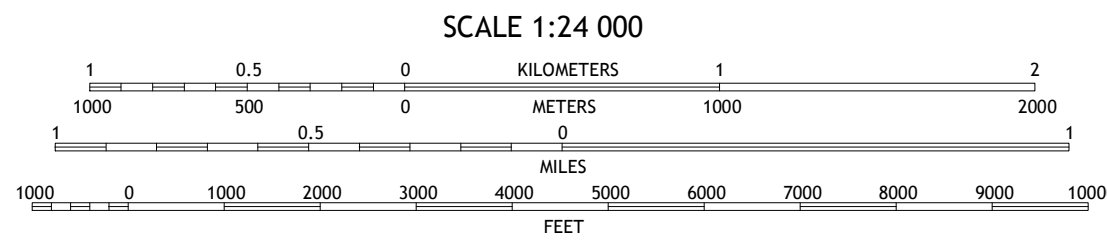
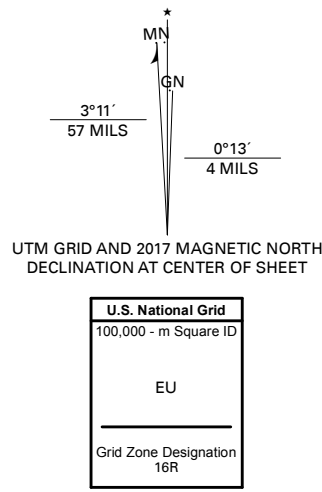
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Roads.....U.S. Census Bureau, 2016
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Hydrography.....National Hydrography Dataset, 2001 - 2017
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Public Land Survey System.....BLM, 2017
Wetlands.....FWS National Wetlands Inventory 1993 - 2004



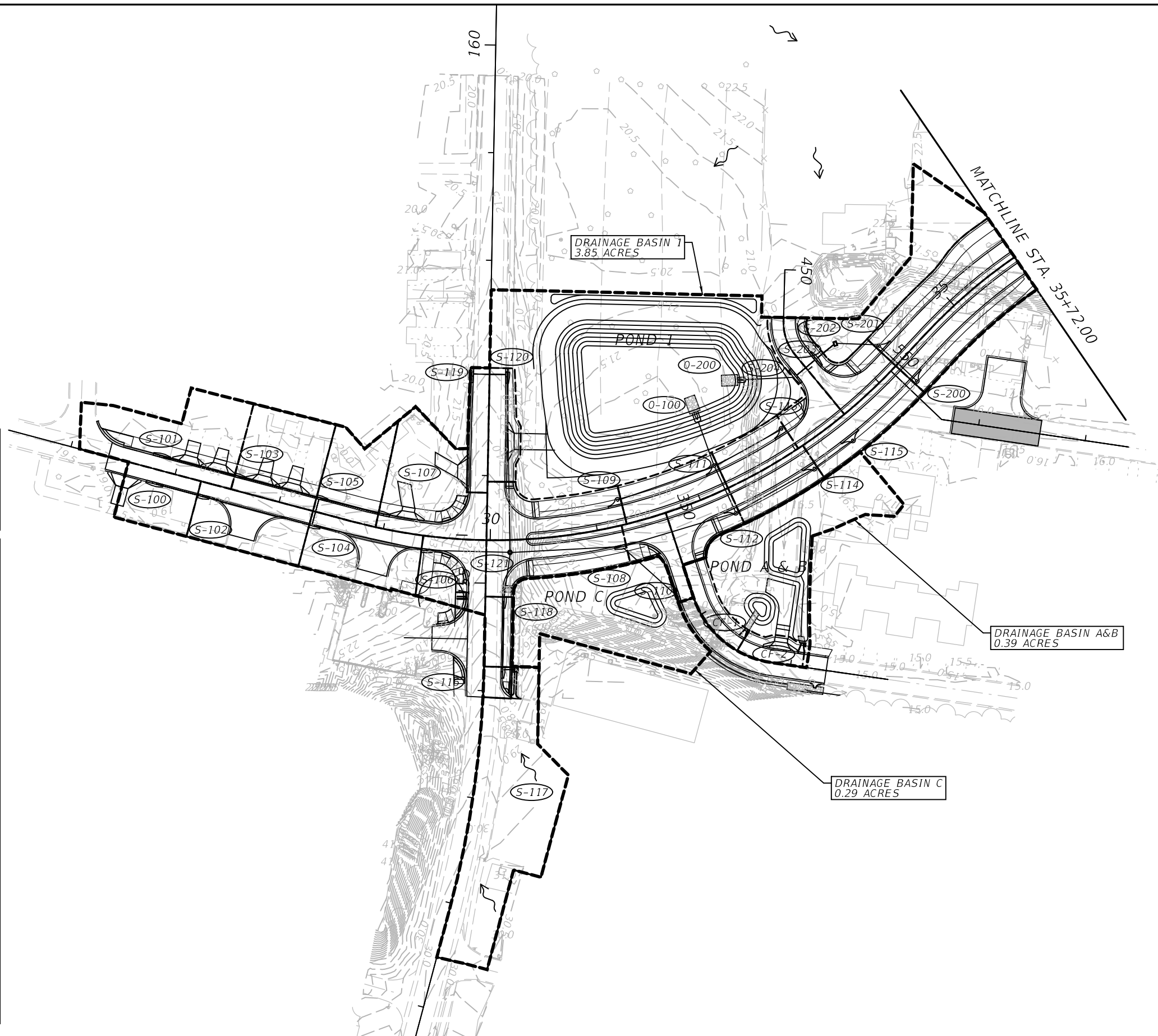
1	2	3
4	5	

1 Holt SW
2 Valparaiso
3 Niceville
4 Mary Esther
5 Destin

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Ramp	4WD
Interstate Route	US Route
	State Route

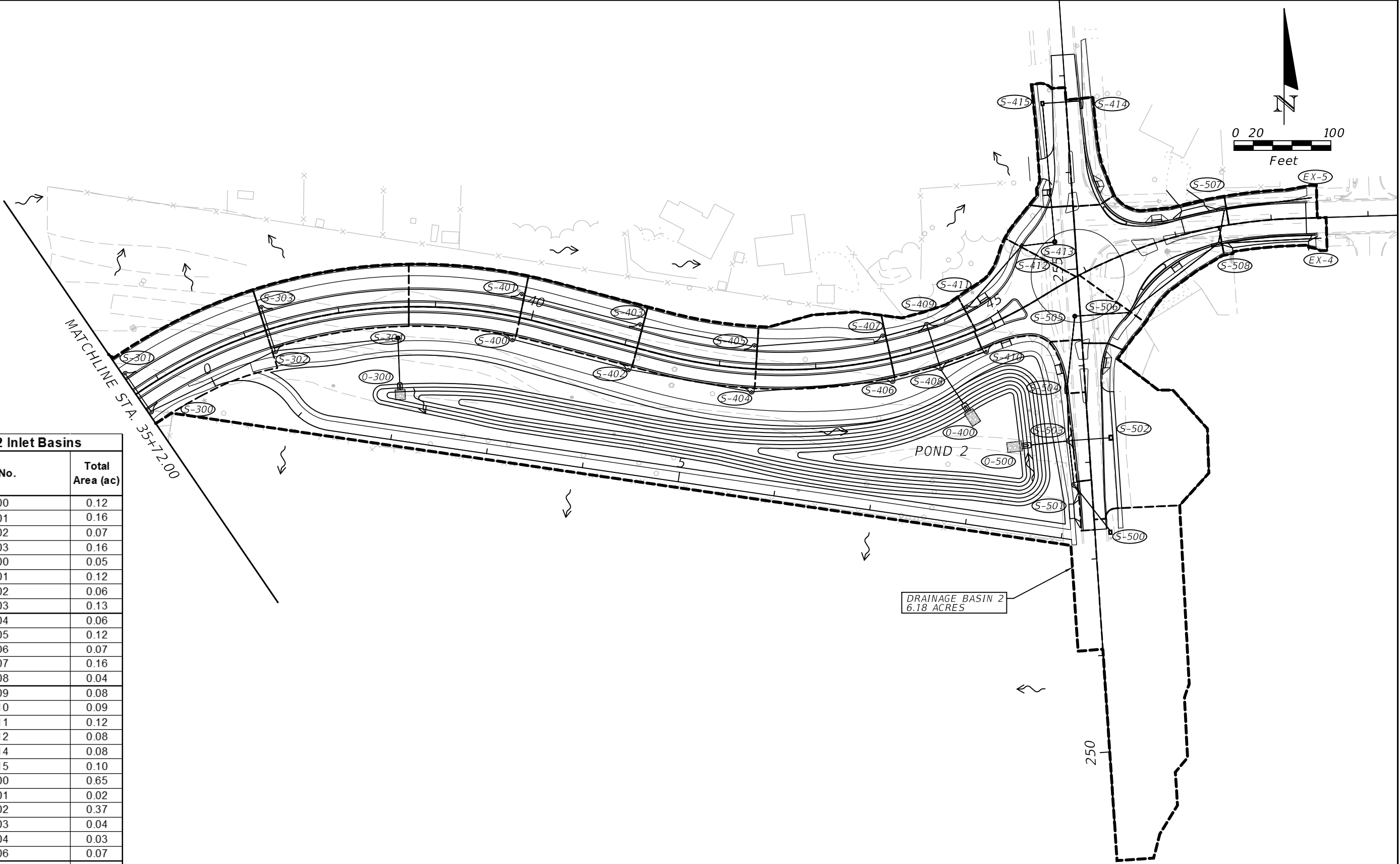
FORT WALTON BEACH, FL
2018

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NSN 7643016360577
NSA REF NO. USGSX24K16024



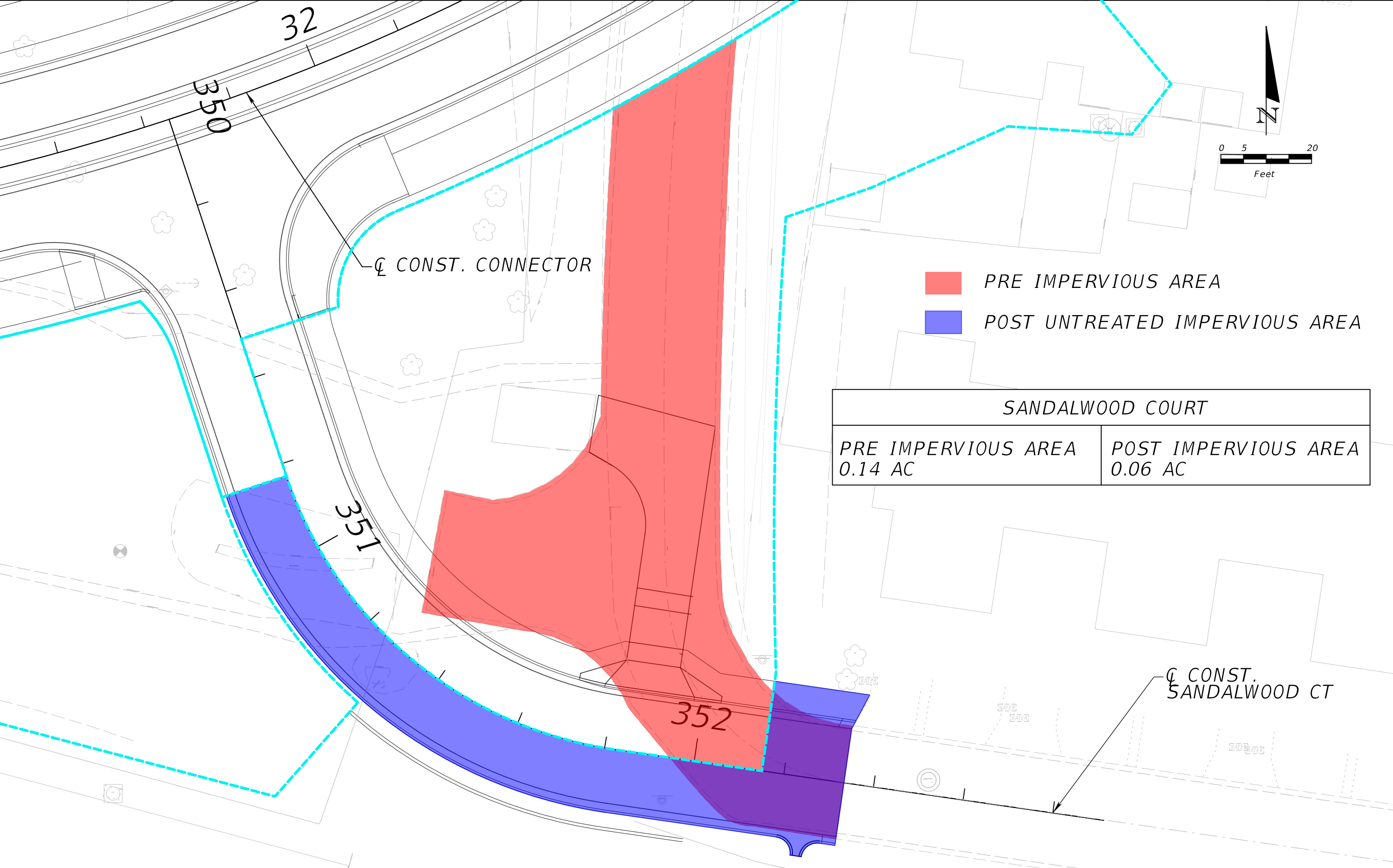
Pond 1 Inlet Basins	
Inlet No.	Total Area (ac)
S-100	0.09
S-101	0.21
S-102	0.13
S-103	0.15
S-104	0.13
S-105	0.11
S-106	0.09
S-107	0.19
S-108	0.12
S-109	0.12
S-110	0.05
S-111	0.08
S-112	0.06
S-113	0.06
S-114	0.07
S-115	0.10
S-116	0.02
S-117	0.38
S-118	0.04
S-119	0.05
S-120	0.06
S-200	0.12
S-201	0.14
S-202	0.16
S-203	0.09
S-204	0.07

Pond 2 Inlet Basins	
Inlet No.	Total Area (ac)
S-300	0.12
S-301	0.16
S-302	0.07
S-303	0.16
S-400	0.05
S-401	0.12
S-402	0.06
S-403	0.13
S-404	0.06
S-405	0.12
S-406	0.07
S-407	0.16
S-408	0.04
S-409	0.08
S-410	0.09
S-411	0.12
S-412	0.08
S-414	0.08
S-415	0.10
S-500	0.65
S-501	0.02
S-502	0.37
S-503	0.04
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EX-4	0.07
EX-5	0.07

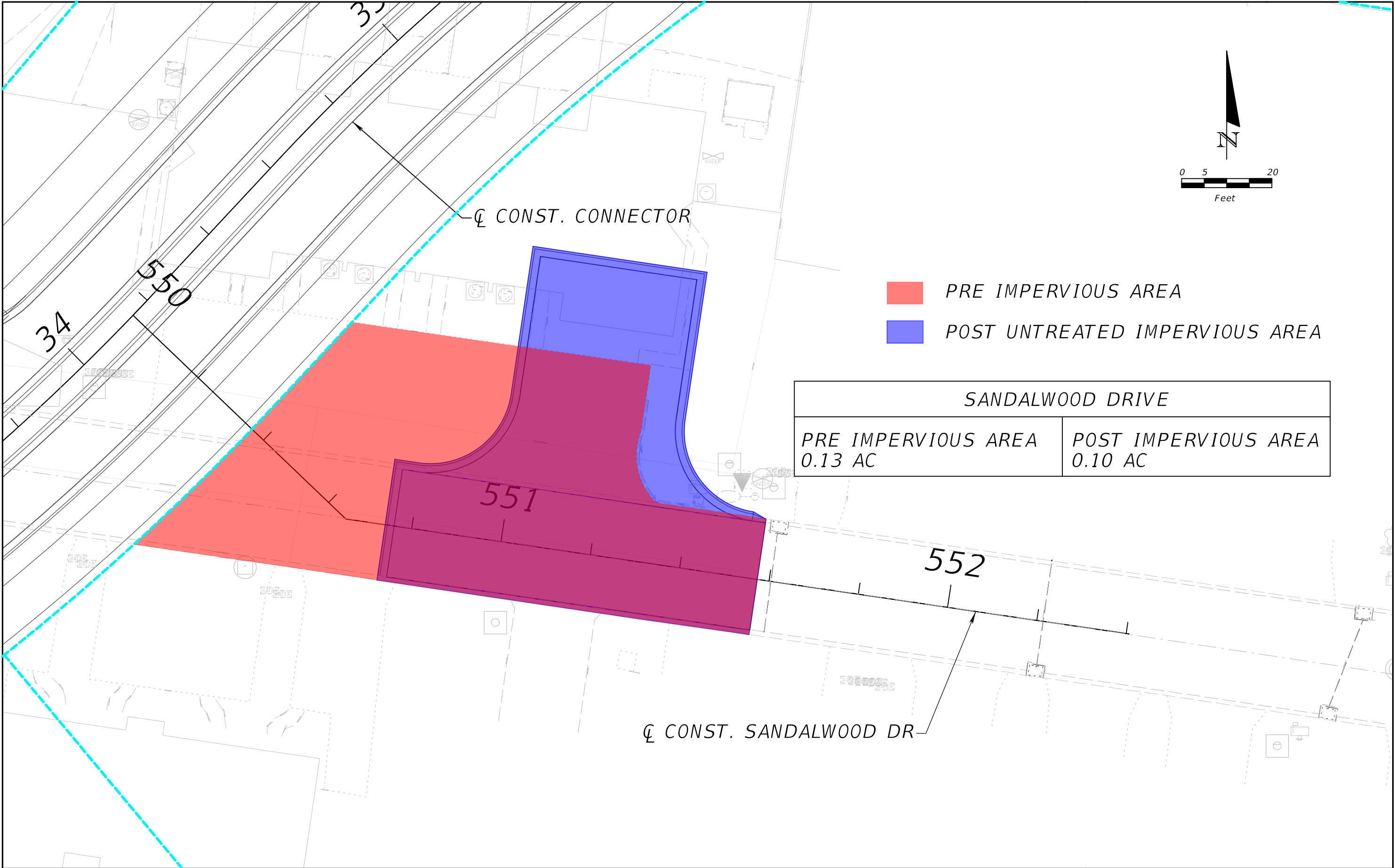


REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		INLET BASINS EXHIBIT (2/2)	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 S. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SANDALWOOD COURT PRE/POST IMPERVIOUS EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 S. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SANDALWOOD DRIVE PRE/POST IMPERVIOUS EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

Appendix C

Geotechnical Report



REPORT OF GEOTECHNICAL EXPLORATION

**Destin Cross Town Connector – Beach Drive to Benning Drive
Stormwater Ponds and Exfiltration System
Okaloosa County, Florida**

Tierra Project No. 4511-14-030

Prepared for:

**Atkins North America, Inc.
2114 Airport Boulevard, Suite 1450
Pensacola, Florida 32504
Attn: Mr. Kevin Morgan, PE**

Prepared by:

**Tierra, Inc.
1300 West Main Street
Pensacola, Florida 32502**

March 30, 2016



**1300 West Main Street • Pensacola, FL 32502
Phone (850) 462-8774 • Fax (850) 607-6953
Florida Certificate No. 6486**

TIERRA

March 30, 2016

Atkins North America, Inc.
2114 Airport Boulevard, Suite 1450
Pensacola, Florida, 32504
Attn: Mr. Kevin Morgan, PE

Subject: Destin Cross Town Connector – Beach Drive to Benning Drive
Stormwater Ponds and Exfiltration System
Okaloosa County, Florida
Tierra Project No. 4511-14-030

Mr. Morgan:

Thank you for choosing Tierra, Inc. (Tierra) as your Geotechnical consultant. Per your authorization, we have completed the Geotechnical exploration for the stormwater ponds and exfiltration system for the subject project. The results of the study are discussed in this report, three copies of which are enclosed (two bound copies, one unbound copy).

Should you have any questions regarding the enclosed report or the project in general, please do not hesitate to contact us at (850) 462-8774. Tierra would be pleased to provide Geotechnical engineering and construction materials testing services throughout the design and construction phases of the project, and we look forward to working with you on this and future projects.

Sincerely,

TIERRA, INC.



Timothy J. Gerow, PE
Sr. Project Engineer
Florida License No. 74691

A handwritten signature in blue ink, likely belonging to Mitchell L. Smith.

Mitchell L. Smith, PE
Principal Geotechnical Engineer
Florida License No. 43416



1300 West Main Street • Pensacola, FL 32502
Phone (850) 462-8774 • Fax (850) 607-6953
Florida Certificate No. 6486

TABLE OF CONTENTS

1.0 PROJECT INFORMATION	1
1.1 Project Authorization	1
1.2 Project Description	1
1.3 Purpose and Scope of Services	1
2.0 SITE AND SUBSURFACE CONDITIONS	2
2.1 Site Location and Description.....	2
2.2 Subsurface Conditions	2
2.3 Groundwater Conditions.....	3
2.4 Laboratory Soil Testing.....	3
Table #1 – Laboratory Falling Head Permeability Test Results	4
3.0 EVALUATION AND RECOMMENDATIONS.....	5
3.1 General Comments	5
3.2 Geotechnical Design Parameters.....	5
3.3 Excavations	7
4.0 REPORT LIMITATIONS	8

APPENDIX A

Boring Location Plan (Sheet 1)

Soil Profiles (Sheets 2 & 3)

Table 2 – Groundwater Elevation Data & Estimated “Normal” Seasonal High
Water Table Elevations

1.0 PROJECT INFORMATION

1.1 Project Authorization

Authorization to proceed on this project was issued by Mr. Matthew Taylor, PE with Atkins North America, Inc. (Atkins). A formal contract has been executed between Tierra, Inc. (Tierra) and Atkins for these services.

1.2 Project Description

Based on the information provided, we understand that the primary intent of the project is to design/construct the last connecting leg of the City of Destin's Cross Town Connector, an east-west corridor intended to relieve congestion on US Highway 98. This report addresses the proposed stormwater ponds and exfiltration system associated with this project.

We understand that two stormwater ponds are being proposed for the project, one on the west side of the site (Pond 1) and one on the east side of the site (Pond 2). The ponds are being designed as dry ponds. Stormwater will be conveyed to the ponds through a series of perforated pipes (i.e. a subsurface exfiltration system). The locations of the ponds are shown on **Sheet 1** in **Appendix A**. The exfiltration system will be located in the areas where borings DB-1 through DB-6 were performed.

If any of the project information noted above is incorrect or has changed, please inform Tierra so that we may amend the recommendations presented in this report, if necessary.

1.3 Purpose and Scope of Services

The purpose of this exploration was to evaluate the subsurface conditions present in the proposed pond and exfiltration system areas and to provide geotechnical design parameters for the pond and exfiltration system.

Our exploration consisted of two 13 foot deep auger borings and twelve 15 foot to 20 foot deep Standard Penetration Test borings; laboratory soil testing including natural moisture content tests, wash #200 sieve tests, and falling head permeability tests; and a site visit, visual classification of the soil samples, and analysis by our engineering staff.



2.0 SITE AND SUBSURFACE CONDITIONS

2.1 Site Location and Description

The proposed connecting leg of the City of Destin's Cross Town Connector will be a 4-lane road oriented in the east/west direction between Beach Drive and Benning Drive in Destin, Okaloosa County, Florida. The ponds will be located on the east and west sides of the site, and the exfiltration system will be located in the areas where borings DB-1 through DB-6 were performed. (see **Appendix A, Sheet 1**).

The site includes a portion of an existing subdivision on the west side (otherwise this area is undeveloped), and includes a formerly developed property in the central and eastern portions of the site. The undeveloped property on the west side of the site is vegetated with pine trees and underbrush. Several single family residences and subdivision roads are present in the existing subdivision on the west side. The formerly developed properties in the central and eastern portions of the site were once a mobile home park. This area is currently grassed with some scattered trees. **Sheet 1 in Appendix A** shows an aerial photograph of the site.

2.2 Subsurface Conditions

Sheet 1 (Appendix A) shows the Boring Location Plan and **Sheets 2 & 3 (Appendix A)** show the Soil Profiles of the two 13 foot deep auger borings and the twelve 15 foot to 20 foot deep Standard Penetration Test (SPT) borings. The borings were field located using a Garmin GPSMAP 64st with a typical accuracy of 3 meters. Therefore, the boring locations should be considered approximate.

Note that borings PB-3 and PB-4 were drilled as close to the proposed Pond 1 boring as practically possible due to existing site vegetation. Light hand clearing was performed to get to the locations drilled.

Auger borings PB-1 and PB-2 were preliminary borings drilled during the initial planning phase of the project in April 2015. The other borings (SPT borings PB-3 through PB-8 and DB-1 through DB-6) were drilled during the current design phase of the project (late December 2015).

Auger boring PB-1 and SPT borings PB-3 and PB-4 were drilled in the proposed Pond 1 area. Auger boring PB-2 and SPT borings PB-5, PB-6, PB-7 and PB-8 were drilled in the proposed Pond

2 area. SPT borings DB-1 through DB-6 were drilled in the proposed exfiltration system areas. The subsurface conditions encountered will be discussed in general terms below.

The borings encountered relatively permeable sand from the ground surface to the bottom of the 13 foot deep and 20 foot deep borings, indicating relatively consistent conditions across the site. Some concrete debris (assumed to be associated with the former mobile home park) was present in boring DB-6 from the ground surface to approximately 1.5 feet below existing grade.

The above subsurface description is of a generalized nature, provided to highlight the major soil strata encountered. The Soil Profiles should be reviewed for specific subsurface conditions at each boring location. The stratification shown on the Soil Profiles represents the subsurface conditions at the actual boring locations only, and variations in the subsurface conditions can and may occur between boring locations and should therefore be expected. The stratification represents the approximate boundary between subsurface materials, and the transitions between strata may be gradual.

2.3 Groundwater Conditions

Groundwater was encountered at depths ranging from about 8 feet to 17 feet below existing grade (or about elevation 7.5 feet to 9.5 feet based on the topographic information provided) at the times of drilling. The preliminary auger borings (PB-1 and PB-2) were performed during a period of below-normal seasonal rainfall (April 2015), whereas the current design borings were performed during a period of slightly above-normal seasonal rainfall (December 2015). Groundwater levels will fluctuate with rainfall, and could vary several feet during typical seasonal fluctuations. Larger fluctuations are possible under severe weather conditions. We recommend that the Contractor determine the actual groundwater levels at the time of construction to determine potential impacts groundwater can/will have on construction procedures.

Groundwater levels at the times of drilling and estimated “normal” seasonal high water table levels are shown for each boring on the **Soil Profile** sheets and in **Table 2** located in **Appendix A**. Groundwater is discussed in greater detail in **Section 3.2** below.

2.4 Laboratory Soil Testing

Laboratory soil testing consisted of natural moisture content tests, wash #200 sieve tests, and falling head permeability tests. The results of the moisture content and wash #200 sieve tests can be found on the Soil Profiles opposite the samples tested.

The falling head permeability tests were performed on remolded bulk samples of select soils encountered in the pond borings. The densities to which the samples were remolded were based on the N_f values obtained from the SPT tests. The results of these tests are summarized in **Table 1** below.

TABLE 1 LABORATORY FALLING HEAD PERMEABILITY TEST RESULTS						
Soil Strata	Boring	Sample Depth, ft.	Sample Description	% Fines	Dry Density, pcf	Vertical Permeability, ft/day
2	PB-1	8 - 13	Off-white SAND, SP	2	104	34.0
2	PB-4	2 - 6	Tan SAND, SP	2	100	27.5
2	PB-5	1 - 8	Orange SAND, SP	3	103	17.6
2	PB-7	2 - 6	Tan, Orange SAND, SP	3	102	20.1

3.0 EVALUATION AND RECOMMENDATIONS

3.1 General Comments

The subsurface conditions encountered in the borings indicated favorable conditions for conventional dry ponds and exfiltration systems. The performance of the systems should be modeled using the design storm event and the geotechnical design parameters contained herein.

3.2 Geotechnical Design Parameters

Geotechnical design parameters for the pond and exfiltration system recovery analysis are provided below based on the design information provided at the time of this report, the field data collected from the site, the results of the laboratory soil tests noted above, and our experience with the subsurface conditions in the subject area.

- **Effective Aquifer Thickness:** A confining unit, which would hydrogeologically define the thickness of the surficial aquifer, was not encountered in the 13 foot to 20 foot deep borings. Therefore, it is common to set the base of the aquifer no deeper than the deepest boring.
- **Seasonal High Groundwater Level:** Groundwater was encountered at depths ranging from approximately 8 feet to 17 feet below existing grade (or about elevation 7.5 feet to 9.5 feet based on the topographic information provided) at the times of drilling. To aid in estimating the “normal” seasonal high water table elevations, rainfall data from the nearby Destin-Fort Walton Beach Airport (KDTS) weather station for the three months preceding the preliminary auger borings (drilled in April 2015) and the current design SPT borings (drilled in December 2015) are summarized below.

RAINFALL DATA – KDTS WEATHER STATION			
	February 2015	March 2015	April 2015
Actual (inches)	2.83	1.32	5.74 (thru 4/22/15)
Normal (inches)	5.29	6.08	3.12 (prorated for 22 days)
Delta (inches)	-2.46	-4.76	+2.62

RAINFALL DATA – KDTS WEATHER STATION			
	October 2015	November 2015	December 2015
Actual (inches)	2.39	7.19	4.68 ^(thru 12/28/15)
Normal (inches)	3.81	4.61	4.15 ^(prorated for 28 days)
Delta (inches)	-1.42	+2.58	+0.53

Cumulative rainfall over the 3 months preceding the preliminary auger borings was 4.60 inches below normal, so the groundwater levels recorded at this time are likely reflective of below-normal seasonal levels. The cumulative rainfall over the 3 months preceding the current SPT borings was 1.69 inches above normal, so the groundwater levels recorded at this time are likely reflective of above-normal seasonal levels. Based on this information and permeability of the soils comprising the surficial aquifer, **Table 2** in **Appendix A** summarizes estimated “normal” seasonal high water table elevations at the locations drilled.

- **Vertical Permeability:** Four laboratory falling head permeability tests and two field permeability tests were performed to evaluate vertical permeability. The results of the permeability tests are presented above in **Table 1 (Section 2.4)**. In general, the vertical permeability of the soils encountered ranged from approximately 17.6 ft/day to 34.0 ft/day.
- **Horizontal Permeability:** The horizontal permeability of the soils encountered in the test borings has been estimated based on the results of the vertical permeability tests and extensive experience with similar soils from field permeability tests. While horizontal permeabilities have generally been found to range from 3 to 10 times higher than vertical permeabilities of regional deposits, we recommend that a multiplier of 3 with a factor of safety of 2 be used for design (effectively, a 1.5 multiplier). Based on the field and laboratory permeability test results, horizontal permeabilities of 26.4 ft/day to 51.0 ft/day would be reasonable for the soils tested.
- **Effective Porosity:** Based on the gradation of the soils encountered in the borings, an effective porosity of 0.30 would be appropriate for modeling.

3.3 Excavations

In Federal Register Volume 54, No. 209 (October, 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its “Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P.” This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavations, or footing excavations, be constructed in accordance with the revised OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor’s responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor’s safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

We are providing this information solely as a service to our client. Tierra is not assuming responsibility for construction site safety or the contractor’s activities; such responsibility is not being implied and should not be inferred.

4.0 REPORT LIMITATIONS

The recommendations submitted are based on the available soil information obtained by Tierra, Inc. and design details furnished by Atkins for the subject project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Tierra should be notified immediately to determine if changes in the foundation, or other, recommendations are required. If Tierra is not retained to perform these functions, we cannot be responsible for the impact of such conditions on the performance of the project.

The findings, recommendations, specifications, and professional advice contained herein have been made in accordance with generally accepted professional Geotechnical engineering practices in the local area.

After the plans and specifications are more complete, the Geotechnical engineer should be provided the opportunity to review the final design plans and specifications to assure our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Atkins for the specific application to the subject project.

APPENDIX A

Boring Location Plan (Sheet 1)

Soil Profiles (Sheets 2 & 3)

**Table 2 – Groundwater Elevation Data and Estimated “Normal”
Seasonal High Water Table Elevations**



NOTE: BASE MAP PROVIDED BY FDOT SURVEY AND MAPPING

BORING LOCATION PLAN



LEGEND

- APPROXIMATE LOCATION OF AUGER BORING
- APPROXIMATE LOCATION OF SPT BORING

DRAWN BY:
MAF
CHECKED BY:
TG

APPROVED BY:
MLS
DATE:
JULY 2015

ENGINEER OF RECORD:
TIMOTHY J. GEROW, P.E.
FLORIDA LICENSE NO.:
74691



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Phone: 850-462-8774 Fax: 850-607-6953
FL Cert. No.: 6486

SCALE:
NOTED

PROJECT NUMBER:
4511-14-030

GEOTECHNICAL ENGINEERING SERVICES
DESTIN CROSS TOWN CONNECTOR
OKALOOSA COUNTY, FLORIDA

SHEET 1

SOIL PROFILES

LEGEND

- 1 TOPSOIL
- 2 OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
- * - WITH CONCRETE DEBRIS
- ▽ GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
- ▼ ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
- N SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
- SP UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
- GNE GROUNDWATER TABLE NOT ENCOUNTERED
- HA HAND AUGERED TO VERIFY UTILITY CLEARANCES
- 200 PERCENT PASSING #200 SIEVE
- NMC NATURAL MOISTURE CONTENT (%)

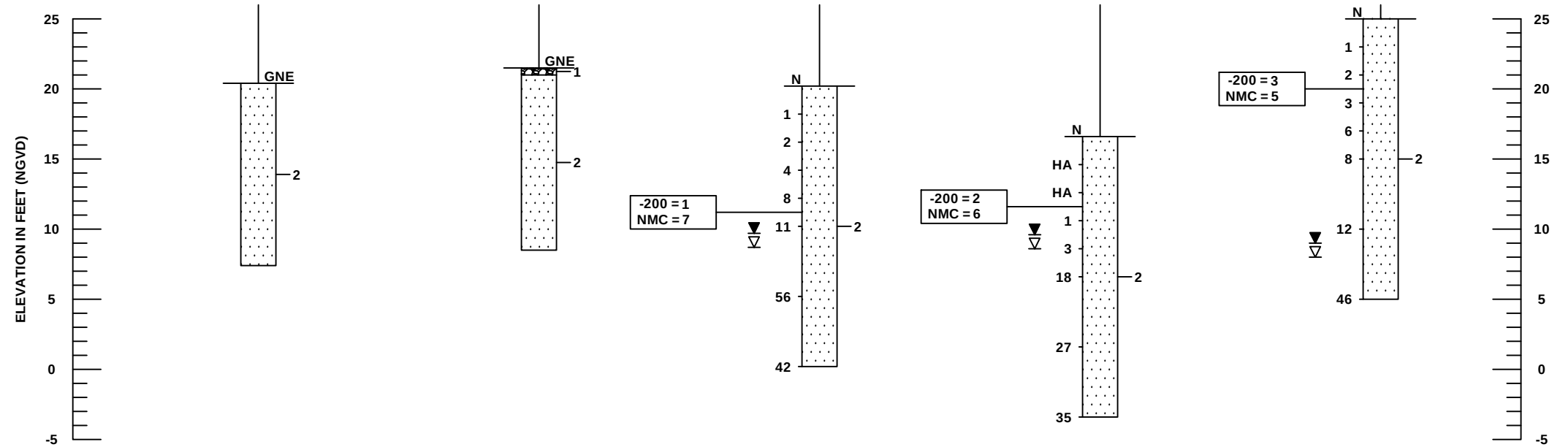
BOR # PB-1
NORTHING 513276
EASTING 1339619
ELEV. 20.4
DATE 4/23/2015
DRILLER TIERRA

BOR # PB-2
NORTHING 513235
EASTING 1340468
ELEV. 21.5
DATE 4/23/2015
DRILLER TIERRA

BOR # PB-3
NORTHING 513292
EASTING 1339553
ELEV. 20.2
DATE 12/31/2016
DRILLER ERG
HAMMER SAFETY

BOR # PB-4
NORTHING 513123
EASTING 1339741
ELEV. 16.6
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY

BOR # PB-5
NORTHING 513285
EASTING 1340178
ELEV. 25
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY



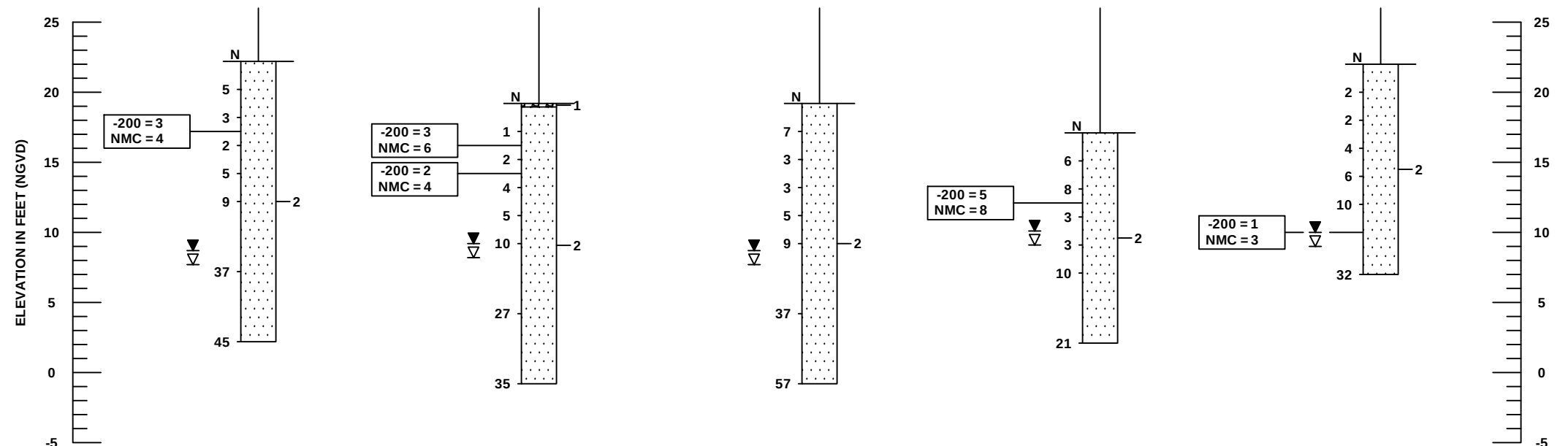
BOR # PB-6
NORTHING 513273
EASTING 1340424
ELEV. 22.2
DATE 12/16/2015
DRILLER ERG
HAMMER SAFETY

BOR # PB-7
NORTHING 513176
EASTING 1340658
ELEV. 19.2
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY

BOR # PB-8
NORTHING 513259
EASTING 1340897
ELEV. 19.2
DATE 12/16/2015
DRILLER ERG
HAMMER SAFETY

BOR # DB-1
NORTHING 512943
EASTING 1339639
ELEV. 17.1
DATE 12/31/2015
DRILLER ERG
HAMMER SAFETY

BOR # DB-2
NORTHING 513286
EASTING 1339925
ELEV. 22
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY



	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

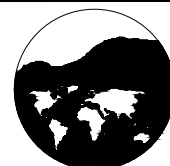
DRAWN BY:
SW

CHECKED BY:
TG

APPROVED BY:
MLS

DATE:
MAR 2016

ENGINEER OF RECORD:
TIMOTHY J. GEROW, P.E.
FLORIDA LICENSE NO.:
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FL Cert. No.: 6486

SCALE:
NOTED

PROJECT NUMBER:
4511-14-030

GEOTECHNICAL ENGINEERING SERVICES
DESTIN CROSS TOWN CONNECTOR
OKALOOSA COUNTY, FLORIDA

SHEET 2

SOIL PROFILES

LEGEND

- 1

TOPSOIL
- 2

OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)

* - WITH CONCRETE DEBRIS

- GROUNDWATER LEVEL ENCOUNTERED DURING INVESTIGATION
- ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
- N

SPT N-VALUE IN BLOWS/FOOT FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED)
- SP

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2488) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
- GNE

GROUNDWATER TABLE NOT ENCOUNTERED
- HA

HAND AUGERED TO VERIFY UTILITY CLEARANCES
- 200

PERCENT PASSING #200 SIEVE
- NMC

NATURAL MOISTURE CONTENT (%)

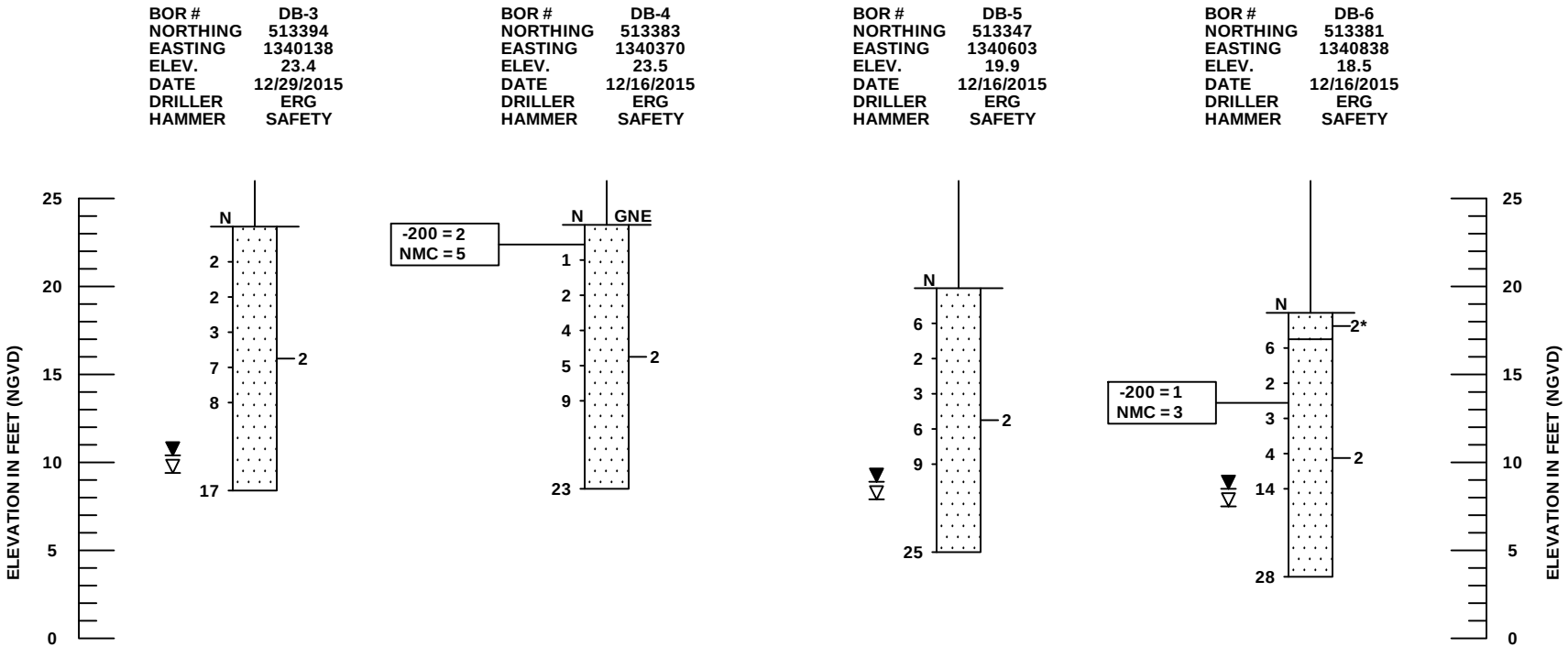


TABLE 2
GROUNDWATER ELEVATION DATA & ESTIMATED "NORMAL" SEASONAL HIGH WATER TABLE ELEVATION
DESTIN CROSS TOWN CONNECTOR - PONDS & SUBSURFACE EXFILTRATION SYSTEM
OKALOOSA COUNTY, FLORIDA
TIERRA PROJECT NO. 4511-14-030

Location	BORING INFORMATION				DEPTH TO GROUNDWATER BELOW GROUND SURFACE AT TIME OF DRILLING ⁽²⁾ (ft. NAVD88)	GROUNDWATER ELEVATION @ TIME OF DRILLING (ft. NAVD88)	ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER ELEVATION (ft. NAVD88)
	Boring	Northing	Easting	GROUND SURFACE ELEVATION (ft. NAVD88) ⁽¹⁾			
Pond 1	PB-1	513276	1339619	20.4	GNE to 13'	<7.4	---
	PB-3	513292	1339553	20.2	11.50	8.7	9.7
	PB-4	513123	1339741	16.6	8.00	8.6	9.6
Pond 2	PB-2	513234	1340468	21.5	GNE to 13'	<8.5	---
	PB-5	513284	1340178	25.0	17.00	8.0	9.0
	PB-6	513273	1340424	22.2	14.50	7.7	8.7
	PB-7	513176	1340658	19.2	11.00	8.2	9.2
	PB-8	513259	1340897	19.2	11.50	7.7	8.7
Exfiltration System	DB-1	512943	1339639	17.1	8.00	9.1	10.1
	DB-2	513286	1339925	22.0	13.00	9.0	10.0
	DB-3	513394	1340138	23.4	14.00	9.4	10.4
	DB-4	513383	1340370	23.5	GNE to 15'	<8.5	---
	DB-5	513347	1340603	19.9	12.00	7.9	8.9
	DB-6	513381	1340838	18.5	11.00	7.5	8.5

Notes: (1) Ground surface elevations provided by Atkins.

(2) Borings PB-1 and PB-2 drilled in April 2015. All other borings drilled in December 2015.

(3) GNE - Groundwater Not Encountered

Appendix D

Storm Sewer Analysis

**FLORIDA DEPARTMENT OF TRANSPORTATION
STORM SEWER TABULATION FORM**

Financial Project ID: 440553-1-X4-01
Description: Pond 1

County: Okaloosa
Organization: Atkins

Network: O-100
State Road: Destin Cross Town Connector

Sheet: _____ of _____
Prepared by: NER
Checked by: RAW

Date: 05/27/2022
Date: 05/27/2022

LOCATION OF UPPER END		STRUCTURE NO.	TYPE OF STRUCTURE	LENGTH (ft)	DRAINAGE AREA (ac. or ha.)			TIME OF CONCENTRATION (min)	TIME OF FLOW IN SECTION (min)	INTENSITY (in/hr)	TOTAL (C/A)	BASE FLOW (cfs)	TOTAL FLOW (cfs)	MINOR LOSSES (ft)	INLET ELEVATION (ft)	HGL CLEARANCE (ft)	HYDRAULIC GRADIENT				NUMBER OF BARRELS	PIPE SIZE (in)		SLOPE (%)	ACTUAL VELOCITY (fps)	FULL FLOW CAPACITY (cfs)	NOTES AND REMARKS		
					INCREMENTAL	CUMULATIVE	UPPER END ELEVATION (ft)										CROWN	FLOWLINE ELEVATION	RISE	SPAN		HYD. GRAD.	PHYSICAL VELOCITY (fps)						
ALIGNMENT NAME		STATION	OFFSET DISTANCE (ft)	SIDE	UPPER LOWER	COMPOSITE C VALUE	AREA	SUB-TOTAL (C/A)										UPPER END ELEVATION (ft)	LOWER END ELEVATION (ft)	FALL (ft)									
																												MIN. PHYSICAL	PHYSICAL VELOCITY (fps)
DESTIN_CL					S-100	0.561	0.090	0.051										18.37	18.36	0.00					0.229%	0.20			
26+83.70	12.00	RL			S-102	0.561	0.090	0.051	10.00	3.71	6.97	0.051	0.000	0.35	0.00	19.19	0.82	16.40	16.30	0.10		1	18		0.23%	3.07	5.42		
DESTIN_CL					S-101	0.717	0.210	0.151										14.90	14.80	0.10					0.15%				
26+83.70	-12.00	LL			S-103	0.717	0.210	0.151	10.00	2.04	6.97	0.151	0.000	1.05	0.01	19.19	0.68	18.51	18.49	0.01		1	18		0.200%	0.99	5.19		
DESTIN_CL					S-102	0.658	0.130	0.086										16.40	16.25	0.15					0.21%	2.94			
27+28.00	12.00	RL			S-104	0.619	0.220	0.136	10.43	3.37	6.88	0.136	0.000	0.94	0.00	19.31	0.95	14.90	14.75	0.15		1	18		0.15%	2.94			
DESTIN_CL					S-103	0.623	0.150	0.094										18.36	18.36	0.00					0.192%	0.53	4.93		
27+56.25	-12.00	LL			S-105	0.678	0.360	0.244	10.53	1.39	6.85	0.244	0.000	1.67	0.00	19.52	1.03	16.30	16.10	0.20		1	18		0.19%	2.79			
DESTIN_CL					S-104	0.650	0.140	0.091										14.80	14.60	0.20					0.197%	0.95			
28+35.00	12.00	RL			S-106	0.654	1.020	0.668	11.25	0.70	6.70	0.668	0.000	4.48	0.22	20.60	2.24	16.25	16.10	0.15		1	18		0.19%	2.82	4.98		
DESTIN_CL					S-105	0.568	0.110	0.063										14.75	14.60	0.15					0.15%	2.82			
28+35.00	-12.00	LL			S-104	0.667	0.660	0.440	11.04	0.26	6.75	0.440	0.000	2.97	0.10	20.60	2.12	18.36	17.07	0.39		1	18		0.179%	2.53			
DESTIN_CL					S-106	0.717	0.090	0.065										16.00	15.80	0.20					0.19%	2.80	4.94		
28+35.00	-12.00	LL			S-104	0.667	0.660	0.440	11.04	0.26	6.75	0.440	0.000	2.97	0.10	20.60	2.12	14.50	14.30	0.20		1	18		0.15%	2.80			
DESTIN_CL					S-106	0.717	0.090	0.065										18.48	18.36	0.12					0.379%	1.68			
29+40.00	12.00	RL			S-121	0.659	1.110	0.732	11.82	0.49	6.59	0.732	0.000	4.83	0.01	23.19	5.22	16.10	16.00	0.10		1	18		0.38%	3.97	7.01		
DESTIN_CL					S-107	0.705	0.190	0.134										14.60	14.50	0.10					0.15%	3.97			
29+40.00	12.00	RL			S-106	0.717	0.090	0.065										17.97	17.81	0.15					0.179%	2.73			
DESTIN_CL					S-105	0.659	1.110	0.732										15.80	15.65	0.15		1	18		0.19%	2.80	4.95		
29+40.00	12.00	RL			S-121	0.659	1.110	0.732	11.82	0.49	6.59	0.732	0.000	4.83	0.01	23.19	5.22	14.30	14.15	0.15		1	18		0.15%	2.80			
DESTIN_CL					S-107	0.705	0.190	0.134										18.48	18.48	0.00					0.016%	0.53			
28+95.00	-12.00	LL			S-105	0.705	0.190	0.134	10.00	1.87	6.97	0.134	0.000	0.93	0.02	21.93	3.45	19.20	17.75	1.45		1	18		2.44%	10.09	17.83		
DESTIN_CL					S-108	0.892	0.120	0.107										17.70	16.25	1.45					0.15%	10.09			
31+20.00	18.00	RL			S-112	0.743	1.830	1.360	12.73	0.66	6.42	1.360	0.000	8.74	0.14	21.63	4.76	16.87	16.59	0.28		1	24		0.405%	2.78			
DESTIN_CL					S-109	0.892	0.120	0.107										15.95	15.50	0.45					0.41%	5.02	15.77		
31+25.00	-18.00	LL			S-111	0.892	0.120	0.107	10.00	2.93	6.97	0.107	0.000	0.75	0.01	21.52	5.42	13.95	13.50	0.45		1	18		0.10%	0.54	4.53		
SAWOCT_CL					S-110	0.950	0.050	0.048										16.10	16.09	0.01					0.012%	0.54			
350+80.00	12.00	RL			S-108	0.950	0.050	0.048	10.00	6.41	6.97	0.048	0.000	0.33	0.00	19.92	3.05	16.65	16.50	0.15		1	18		0.16%	2.56			
DESTIN_CL					S-111	0.862	0.080	0.069										15.15	15.00	0.15					0.15%	2.56			
32+25.00	-18.00	LL			O-100	0.768	2.309	1.773	13.22	0.22	6.34	1.773	0.000	11.24	0.25	19.25	3.16	16.87	16.87	0.00		1	18		0.278%	0.19	6.01		
DESTIN_CL					S-112	0.950	0.060	0.057										15.65	15.45	0.20					0.28%	3.40			
32+25.00	18.00	RL			S-111	0.755	2.050	1.548	13.09	0.25	6.36	1.548	0.000	9.85	0.42	19.25	2.66	14.15	13.95	0.20		1	24		0.15%	8.10	25.44		
DESTIN_CL					S-113	0.833	0.060	0.050										12.50	12.00	0.50					0.10%	3.13			
33+00.00	-18.00	LL			S-111	0.833	0.060	0.050	10.00	6.06	6.97	0.050	0.000	0.35	0.00	18.24	2.15	16.09	16.09	0.00		1	24		0.53%	5.70	17.92		
DESTIN_CL					S-114	0.850	0.070	0.060										15.50	15.25	0.25					0.10%	3.13			
33+05.00	18.00	RL			S-112	0.819	0.160	0.131	10.39	2.73	6.89	0.131	0.000	0.90	0.00	18.20	1.60	15.40	15.25	0.15		1	18		0.204%	0.20	5.23		
DESTIN_CL					S-115	0.794	0.090	0.072										13.90	13.75	0.15					0.21%	2.96			
33+47.35	18.00	RL			S-114	0.794	0.090	0.072	10.00	2.62	6.97	0.072	0.000	0.50	0.00	18.06	1.46	16.60	16.59	0.01		1	18		0.15%	0.51	4.83		
BENNING_CL					S-116	0.950	0.020	0.019										13.65	13.50	0.15					0.15%	2.73			
154+20.00	16.00	RL			S-118	0.827	0.400	0.331	10.00	2.62	6.97	0.072	0.000	0.50	0.00	18.06	1.46	16.60	16.60	0.00		1	18		0.225%	0.28			
BENNING_CL					S-117	0.821	0.380	0.312										15.25	15.15	0.10					0.23%	3.07	5.42		
154+20.25	29.56	RL			S-116	0.821	0.380	0.312	10.00	0.05	6.97	0.312	0.000	2.18	0.21	26.50	2.32	13.75	13.65	0.10		1	18		0.15%	0.28			
BENNING_CL					S-118	0.950	0.040	0.038										21.16	20.82	0.33					0.514%	2.74	6.33		
154+85.00	16.00	RL			S-121	0.839	0.440	0.369	10.37	0.19	6.89	0.369	0.000	2.54	0.02	25.91	5.09	21.80	21.60	0.20		1	18		0.31%	3.58			
																		20.30	20.10	0.20					0.177%	4.39			
																		24.18	23.79	0.39					0.81%	5.82	10.28		
																		24.90	24.80	0.10					0.15%				
																		23.40	23.30	0.10					0.15%				
																		20.82	20.60	0.22					0.491%	3.82			
																		21.60	21.50	0.10					0.23%	3.07	5.42		
																		20.10	20.00	0.10					0.15%				

STORM SEWER TABULATION FORM

Financial Project ID: 440553-1-X4-01
Description: Pond 1

County: Okaloosa
Organization: Atkins

Network: O-100
State Road: Destin Cross Town Connector

Sheet: _____ of _____
Prepared by: NER
Checked by: RAW
Date: 05/27/2022
Date: 05/27/2022

LOCATION OF UPPER END				STRUCTURE NO.	TYPE OF STRUCTURE	LENGTH (ft)	DRAINAGE AREA (ac. or ha.)			TIME OF CONCENTRATION (min)	TIME OF FLOW IN SECTION (min)	INTENSITY (in/hr)	TOTAL (C-A)	BASE FLOW (cfs)	TOTAL FLOW (cfs)	MINOR LOSSES (ft)	INLET ELEVATION (ft)	HGL CLEARANCE (ft)	HYDRAULIC GRADIENT				NUMBER OF BARRELS	PIPE SIZE (in)	SLOPE (%)	ACTUAL VELOCITY (fps)	FULL FLOW CAPACITY (cfs)	NOTES AND REMARKS
ALIGNMENT NAME							INCREMENTAL	CUMULATIVE	COMPOSITE C-VALUE										AREA	SUB-TOTAL (C-A)	UPPER END ELEVATION (ft)	FLOWLINE ELEVATION						
STATION	OFFSET DISTANCE (ft.)	SIDE	UPPER LOWER																					HYD. GRAD.	PHYSICAL	MIN. PHYSICAL		
BENNING CL				S-119	Type 5 CI	32.45	0.950	0.050	0.048	10.00	0.80	6.97	0.048	0.000	0.33	0.01	22.73	3.83	18.90	18.88	0.02	1	18	0.050%	0.68	6.33	ZONE: Zone 1	
156+94.00	-14.94	LL	S-120	0.950			0.050	0.048	10.29	1.03	6.91	0.105	0.000	0.72	0.09	22.72	3.84	18.90	19.00	0.10	0.31%			3.58				
BENNING CL				S-120			0.950	0.060	0.057	10.29	1.03	6.91	0.105	0.000	0.72	0.09	22.72	3.84	18.90	18.40	0.50			0.15%	2.75			
156+94.00	15.01	RL	S-121	0.950	0.110	0.105	10.29	1.03	6.91	0.105	0.000	0.72	0.09	22.72	3.84	18.90	19.00	0.10	0.18%	2.75	1	24	0.283%	2.68	4.86	FREQUENCY (yrs): 10.00 Year		
DESTIN CL				S-121	0.950	0.110	0.105	10.29	1.03	6.91	0.105	0.000	0.72	0.09	22.72	3.84	18.90	18.10	0.80	0.15%			2.75	MANNINGS n: 0.012				
30+18.02	11.50	RL	S-108	0.950	0.110	0.105	10.29	1.03	6.91	0.105	0.000	0.72	0.09	22.72	3.84	18.90	18.10	0.80	0.15%	2.75			TAILWATER EL. (ft): 15.74					
30+18.02				S-108	Type 8 MH	105.19	0.950	0.110	0.105	12.25	0.70	6.51	1.205	0.000	7.85	0.83	24.35	6.54	16.15	15.95	0.20	1	24	0.19%	3.41	10.71	MANNINGS n: 0.012	
30+18.02				S-108	Type 8 MH	105.19	0.950	0.110	0.105	12.25	0.70	6.51	1.205	0.000	7.85	0.83	24.35	6.54	16.15	15.95	0.20			0.10%	3.41			
30+18.02				S-108	Type 8 MH	105.19	0.950	0.110	0.105	12.25	0.70	6.51	1.205	0.000	7.85	0.83	24.35	6.54	16.15	15.95	0.20			0.10%	3.41			

**FLORIDA DEPARTMENT OF TRANSPORTATION
STORM SEWER TABULATION FORM**

Financial Project ID: 440553-1-X4-01
Description: Pond 1

County: Okaloosa
Organization: Atkins

Network: O-200
State Road: Destin Cross Town Connector

Sheet: _____ of _____
Prepared by: NER
Checked by: RAW

Date: 05/27/2022
Date: 05/27/2022

LOCATION OF UPPER END			STRUCTURE NO.	TYPE OF STRUCTURE	LENGTH (ft)	DRAINAGE AREA (ac. or ha.)			TIME OF CONCENTRATION (min)	TIME OF FLOW IN SECTION (min)	INTENSITY (in/hr)	TOTAL (C/A)	BASE FLOW (cfs)	TOTAL FLOW (cfs)	MINOR LOSSES (ft)	INLET ELEVATION (ft)	HGL CLEARANCE (ft)	HYDRAULIC GRADIENT			NUMBER OF BARRELS	PIPE SIZE (in)	SLOPE (%)	ACTUAL VELOCITY (fps)	FULL FLOW CAPACITY (cfs)	NOTES AND REMARKS
						INCREMENTAL CUMULATIVE												CROWN								UPPER END ELEVATION (ft)
ALIGNMENT NAME			COMPOSITE C VALUE			AREA	SUB-TOTAL (C/A)	HYD. GRAD.										PHYSICAL	FREQUENCY (yrs): 10.00 Year							
STATION	OFFSET DISTANCE (ft.)	SIDE																		UPPER LOWER		MIN. PHYSICAL	PHYSICAL VELOCITY (fps)			TAILWATER EL. (ft): 15.74
DESTIN_CL			S-200	Type 1 CI	47.00	0.833	0.120	0.100	10.00	1.99	6.97	0.100	0.000	0.70	0.00	18.54	2.67	15.87	15.86	0.00	1	18	0.425%	0.39	7.44	
34+25.00	18.00	Rt.	S-201			0.833	0.120	0.100										15.70	15.50	0.20			0.43%	4.21		
																		14.20	14.00	0.20			0.15%			
DESTIN_CL			S-201	Type 1 CI	41.68	0.763	0.140	0.107	10.30	0.86	6.91	0.207	0.000	1.43	0.00	18.54	2.68	15.86	15.85	0.01	1	18	1.207%	0.81	12.50	
34+25.00	-18.00	Lt.	S-202			0.796	0.260	0.207										15.50	15.00	0.50			1.20%	7.07		
																		14.00	13.50	0.50			0.15%			
ANNA_CL			S-202	Type C DBI	23.15	0.267	0.160	0.043	10.44	0.40	6.87	0.250	0.000	1.72	0.01	17.00	1.15	15.85	15.82	0.03	1	18	1.075%	0.97	11.86	
450+97.34	-35.34	Lt.	S-203			0.594	0.420	0.250										15.00	14.75	0.25			1.08%	6.71		
																		13.50	13.25	0.25			0.15%			
ANNA_CL			S-203	Type 6 CI	24.50	0.872	0.090	0.079	10.53	0.32	6.86	0.328	0.000	2.25	0.03	17.51	1.69	15.82	15.78	0.04	1	18	0.410%	1.27	7.29	
450+97.00	-11.00	Lt.	S-204			0.643	0.510	0.328										14.75	14.65	0.10			0.41%	4.13		
																		13.25	13.15	0.10			0.15%			
ANNA_CL			S-204	Type 6 CI	49.22	0.850	0.070	0.060	10.64	0.55	6.83	0.388	0.000	2.65	0.01	17.51	1.73	15.78	15.74	0.04	1	18	1.021%	1.50	11.50	
450+97.00	11.00	Rt.	O-200			0.668	0.580	0.388										14.00	13.50	0.50			1.02%	6.51		
																		12.50	12.00	0.50			0.15%			

Remarks: Computations performed using GEOPAK Drainage.

**FLORIDA DEPARTMENT OF TRANSPORTATION
STORM SEWER TABULATION FORM**

Financial Project ID: 440553-1-X4-01
Description: Pond 2

County: Okaloosa
Organization: Atkins

Network: O-300
State Road: Destin Cross Town Connector

Sheet: _____ of _____
Prepared by: NER
Checked by: RAW

Date: 05/27/2022
Date: 05/27/2022

LOCATION OF UPPER END			STRUCTURE NO.	TYPE OF STRUCTURE	LENGTH (ft)	DRAINAGE AREA (ac. or ha.)			TIME OF CONCENTRATION (min)	TIME OF FLOW IN SECTION (min)	INTENSITY (in/hr)	TOTAL (C'A)	BASE FLOW (cfs)	TOTAL FLOW (cfs)	MINOR LOSSES (ft)	INLET ELEVATION (ft)	HGL CLEARANCE (ft)	HYDRAULIC GRADIENT			NUMBER OF BARRELS	PIPE SIZE (in)	SLOPE (%)	ACTUAL VELOCITY (fps)	FULL FLOW CAPACITY (cfs)	NOTES AND REMARKS
						INCREMENTAL CUMULATIVE												CROWN								UPPER END ELEVATION (ft)
ALIGNMENT NAME			UPPER LOWER			COMPOSITE C VALUE	AREA	SUB-TOTAL (C'A)										RISE	HYD. GRAD.	PHYSICAL		FREQUENCY (yrs): 10.00 Year				
STATION	OFFSET DISTANCE (ft.)	SIDE																					PHYSICAL VELOCITY (fps)			MIN. PHYSICAL
			TAILWATER EL. (ft): 15.16																							
DESTIN_CL			S-300	Type 1 CI	142.62	0.788	0.120	0.095	10.37	2.66	6.89	0.205	0.000	1.41	0.02	21.02	3.27	17.75	17.71	0.04	1	18	0.031%	0.89	4.78	
35+75.00	18.00	Rt.	S-302			0.731	0.280	0.205										18.20	17.95	0.25			0.18%	2.70		
																		16.70	16.45	0.25			0.15%			
DESTIN_CL			S-301	Type 1 CI	47.00	0.688	0.160	0.110	10.00	1.35	6.97	0.110	0.000	0.77	0.01	21.02	3.26	17.76	17.75	0.01	1	18	0.020%	0.58	5.26	
35+75.00	-18.00	Lt.	S-300			0.688	0.160	0.110										18.30	18.20	0.10			0.21%	2.98		
																		16.80	16.70	0.10			0.15%			
DESTIN_CL			S-302	Type 1 CI	127.60	0.903	0.070	0.063	11.38	1.38	6.68	0.378	0.000	2.52	0.09	23.56	5.85	17.71	17.57	0.14	1	18	0.109%	1.54	4.52	
37+25.00	18.00	Rt.	S-304			0.741	0.510	0.378										17.95	17.75	0.20			0.16%	2.56		
																		16.45	16.25	0.20			0.15%			
DESTIN_CL			S-303	Type 1 CI	47.00	0.688	0.160	0.110	10.00	0.29	6.97	0.110	0.000	0.77	0.07	23.56	3.90	19.66	19.43	0.23	1	18	0.489%	2.71	5.26	
37+25.00	-18.00	Lt.	S-302			0.688	0.160	0.110										20.70	20.60	0.10			0.21%	2.98		
																		19.20	19.10	0.10			0.15%			
DESTIN_CL			S-304	Type 8 MH	48.47			0.000	11.38	0.57	6.68	0.378	0.000	2.52	0.05	25.69	8.12	17.57	17.50	0.07	1	18	0.136%	1.43	8.19	
38+60.00	32.00	Rt.	O-300					0.000										17.75	17.50	0.25			0.52%	4.64		
																		16.25	16.00	0.25			0.15%			

Remarks: Computations performed using GEOPAK Drainage.

**FLORIDA DEPARTMENT OF TRANSPORTATION
STORM SEWER TABULATION FORM**

Financial Project ID: 440553-1-X4-01
Description: Pond 2

County: Okaloosa
Organization: Atkins

Network: O-400
State Road: Destin Cross Town Connector

Sheet: _____ of _____
Prepared by: NER
Checked by: RAW
Date: 05/27/2022
Date: 05/27/2022

LOCATION OF UPPER END			STRUCTURE NO.	TYPE OF STRUCTURE	LENGTH (ft)	DRAINAGE AREA (ac. or ha.)			TIME OF CONCENTRATION (min)	TIME OF FLOW IN SECTION (min)	INTENSITY (in/hr)	TOTAL (C'A)	BASE FLOW (cfs)	TOTAL FLOW (cfs)	MINOR LOSSES (ft)	INLET ELEVATION (ft)	HGL CLEARANCE (ft)	HYDRAULIC GRADIENT			NUMBER OF BARRELS	PIPE SIZE (in)	SLOPE (%)	ACTUAL VELOCITY (fps)	FULL FLOW CAPACITY (cfs)	NOTES AND REMARKS	
						INCREMENTAL		SUB-TOTAL (C'A)										CROWN									
ALIGNMENT NAME						COMPOSITE C VALUE	AREA											FLOWLINE ELEVATION				RISE	HYD. GRAD.				PHYSICAL
STATION	OFFSET DISTANCE (ft.)	SIDE																UPPER LOWER	UPPER END ELEVATION (ft)	LOWER END ELEVATION (ft)							
DESTIN_CL			S-400	Type 1 CI	123.73	0.810	0.050	0.041	10.00	0.82	6.97	0.041	0.000	0.28	0.08	23.89	5.83	18.06	16.97	1.09	1	18	0.883%	2.52	10.26	ZONE: Zone 1 FREQUENCY (yrs): 10.00 Year MANNINGS n: 0.012 TAILWATER EL. (ft): 15.16	
39+85.00	18.00	Rt.	S-402		0.810	0.050	0.041	10.00	0.69	6.97	0.079	0.000	0.55	0.09	23.89	5.72	19.30	18.30	1.00	0.81%	5.80						
DESTIN_CL			S-401		0.658	0.120	0.079	10.00	0.69	6.97	0.079	0.000	0.55	0.09	23.89	5.72	18.17	17.04	1.13	0.897%	3.06						
39+85.00	-18.00	Lt.	S-403	0.658	0.120	0.079	10.00	0.69	6.97	0.079	0.000	0.55	0.09	23.89	5.72	19.30	18.30	1.00	0.79%	5.75	10.15						
DESTIN_CL			S-402	0.833	0.060	0.050	10.82	0.57	6.79	0.091	0.000	0.61	0.03	21.14	4.02	17.80	16.80	1.00	0.15%	7.40							
41+10.00	18.00	Rt.	S-404	0.823	0.110	0.091	10.82	0.57	6.79	0.091	0.000	0.61	0.03	21.14	4.02	18.30	16.60	1.70	1.31%	3.79		13.08					
DESTIN_CL			S-403	0.658	0.130	0.086	10.69	0.43	6.82	0.165	0.000	1.12	0.04	21.14	3.90	17.12	15.32	1.80	0.15%	7.40							
41+10.00	-18.00	Lt.	S-405	0.658	0.250	0.165	10.69	0.43	6.82	0.165	0.000	1.12	0.04	21.14	3.90	18.30	16.60	1.70	1.41%	7.68	13.57						
DESTIN_CL			S-404	0.833	0.060	0.050	11.39	0.76	6.68	0.141	0.000	0.94	0.03	19.42	3.93	16.80	15.10	1.70	0.15%	7.68							
42+35.00	18.00	Rt.	S-406	0.826	0.170	0.141	11.39	0.76	6.68	0.141	0.000	0.94	0.03	19.42	3.93	15.49	14.58	0.91	0.624%	3.22		8.71					
DESTIN_CL			S-405	0.658	0.120	0.079	11.12	0.57	6.73	0.244	0.000	1.64	0.04	19.42	3.80	16.60	15.75	0.85	0.58%	4.93							
42+35.00	-18.00	Lt.	S-407	0.658	0.370	0.244	11.12	0.57	6.73	0.244	0.000	1.64	0.04	19.42	3.80	15.10	14.25	0.85	0.15%	5.16	9.12						
DESTIN_CL			S-406	0.850	0.070	0.060	12.15	1.12	6.53	0.200	0.000	1.31	0.00	18.51	3.12	15.39	15.38	0.01	0.011%	0.77							
43+75.00	18.00	Rt.	S-408	0.833	0.240	0.200	12.15	1.12	6.53	0.200	0.000	1.31	0.00	18.51	3.12	15.75	15.50	0.25	0.49%	4.50		7.96					
DESTIN_CL			S-407	0.483	0.160	0.077	11.69	0.63	6.62	0.321	0.000	2.12	0.01	18.51	3.04	14.25	14.00	0.25	0.15%	4.50							
43+75.00	-18.00	Lt.	S-409	0.606	0.530	0.321	11.69	0.63	6.62	0.321	0.000	2.12	0.01	18.51	3.04	15.47	15.45	0.01	0.032%	1.24	7.45						
DESTIN_CL			S-408	0.950	0.040	0.038	13.46	0.39	6.30	1.001	0.000	6.31	0.19	18.30	2.92	15.75	15.55	0.20	0.43%	4.22							
44+24.15	18.00	Rt.	O-400	0.736	1.360	1.001	13.46	0.39	6.30	1.001	0.000	6.31	0.19	18.30	2.92	14.25	14.05	0.20	0.15%	4.22		25.52					
DESTIN_CL			S-409	0.775	0.080	0.062	13.22	0.56	6.34	0.688	0.000	4.36	0.06	18.30	2.85	15.38	15.16	0.22	1.078%	2.01							
44+24.15	-18.00	Lt.	S-408	0.695	0.990	0.688	13.22	0.56	6.34	0.688	0.000	4.36	0.06	18.30	2.85	13.50	13.00	0.50	1.08%	8.12	11.33						
DESTIN_CL			S-410	0.833	0.090	0.075	10.00	2.72	6.97	0.075	0.000	0.52	0.00	18.53	3.14	15.45	15.38	0.07	0.006%	0.31							
44+72.00	18.00	Rt.	S-408	0.833	0.090	0.075	10.00	2.72	6.97	0.075	0.000	0.52	0.00	18.53	3.14	15.75	15.50	0.25	0.50%	4.56		8.07					
DESTIN_CL			S-411	0.775	0.120	0.093	12.95	1.17	6.39	0.305	0.000	1.95	0.00	18.49	3.03	14.25	14.00	0.25	0.007%	0.64							
44+72.00	-20.21	Lt.	S-409	0.803	0.380	0.305	12.95	1.17	6.39	0.305	0.000	1.95	0.00	18.49	3.03	15.70	15.60	0.10	0.22%	3.68	11.58						
BEACH_BL			S-412	0.775	0.080	0.062	12.34	1.83	6.50	0.212	0.000	1.38	0.00	19.20	3.73	13.70	13.60	0.10	0.10%	3.68							
255+27.46	-54.98	Lt.	S-411	0.815	0.260	0.212	12.34	1.83	6.50	0.212	0.000	1.38	0.00	19.20	3.73	15.47	15.46	0.02	0.178%	0.78		4.78					
BEACH_BL			S-413			0.000	11.08	1.01	6.74	0.150	0.000	1.01	0.01	20.39	4.91	15.35	15.20	0.15	0.18%	2.70							
255+29.45	-21.32	Lt.	S-412			0.000	11.08	1.01	6.74	0.150	0.000	1.01	0.01	20.39	4.91	13.85	13.70	0.15	0.15%	2.70	7.50						
BEACH_BL			S-414			0.000	11.08	1.01	6.74	0.150	0.000	1.01	0.01	20.39	4.91	15.48	15.47	0.01	0.027%	0.57							
BEACH_BL			S-415			0.000	11.08	1.01	6.74	0.150	0.000	1.01	0.01	20.39	4.91	15.50	15.35	0.15	0.43%	4.24		4.78					
256+72.85	13.90	Rt.	S-415	0.950	0.080	0.076	10.00	5.44	6.97	0.076	0.000	0.53	0.00	19.36	3.72	14.00	13.85	0.15	0.15%	2.70							
BEACH_BL			S-415	0.740	0.100	0.074	11.08	4.17	6.74	0.150	0.000	1.01	0.01	17.38	1.88	15.64	15.50	0.13	0.118%	0.35	5.22						
256+72.85	-24.37	Lt.	S-413	0.833	0.180	0.150	11.08	4.17	6.74	0.150	0.000	1.01	0.01	17.38	1.88	16.00	15.80	0.20	0.18%	2.70							
BEACH_BL			S-415	0.740	0.100	0.074	11.08	4.17	6.74	0.150	0.000	1.01	0.01	17.38	1.88	14.50	14.30	0.20	0.15%	2.70							
BEACH_BL			S-415	0.740	0.100	0.074	11.08	4.17	6.74	0.150	0.000	1.01	0.01	17.38	1.88	15.50	15.48	0.02	0.014%	0.57	5.22						
BEACH_BL			S-415	0.740	0.100	0.074	11.08	4.17	6.74	0.150	0.000	1.01	0.01	17.38	1.88	15.80	15.50	0.30	0.21%	2.95							
BEACH_BL			S-415	0.740	0.100	0.074	11.08	4.17	6.74	0.150	0.000	1.01	0.01	17.38	1.88	14.30	14.00	0.30	0.15%	2.95							

Remarks: Computations performed using GEOPAK Drainage.

**FLORIDA DEPARTMENT OF TRANSPORTATION
STORM SEWER TABULATION FORM**

Financial Project ID: 440553-1-X4-01
Description: Pond 2

County: Okaloosa
Organization: Atkins

Network: O-500
State Road: Destin Cross Town Connector

Sheet: _____ of _____
Prepared by: NER
Checked by: RAW
Date: 05/27/2022
Date: 05/27/2022

LOCATION OF UPPER END			STRUCTURE NO.			DRAINAGE AREA (ac. or ha.)			TIME OF CONCENTRATION (min)	TIME OF FLOW IN SECTION (min)	INTENSITY (in/hr)	TOTAL (C'A)	BASE FLOW (cfs)	TOTAL FLOW (cfs)	MINOR LOSSES (ft)	INLET ELEVATION (ft)	HGL CLEARANCE (ft)	HYDRAULIC GRADIENT			NUMBER OF BARRELS	PIPE SIZE (in)	SLOPE (%)	ACTUAL VELOCITY (fps)	FULL FLOW CAPACITY (cfs)	NOTES AND REMARKS	
						INCREMENTAL CUMULATIVE												UPPER END ELEVATION (ft)	LOWER END ELEVATION (ft)	FALL (ft)							
ALIGNMENT NAME			UPPER LOWER	TYPE OF STRUCTURE	LENGTH (ft)	COMPOSITE C VALUE	AREA	SUB-TOTAL (C'A)										CROWN				RISE	HYD. GRAD.	PHYSICAL	MIN. PHYSICAL		
STATION	OFFSET DISTANCE (ft.)	SIDE																FLOWLINE ELEVATION									
BEACH_BL			S-500	Type C DBI	61.96	0.821	0.650	0.534	10.00	0.27	6.97	0.534	0.000	3.72	0.26	19.50	2.92	16.58	16.07	0.52	1	18	0.831%	3.77	7.25		
252+26.37	15.94	Rt	S-501			0.821	0.650	0.534										17.00	16.75	0.25			0.40%	4.10			
BEACH_BL			S-501			0.950	0.020	0.019										15.50	15.25	0.25			0.15%				
252+78.00	-12.75	Lt	S-503	Type 1 CI	45.82	0.825	0.670	0.553	10.25	0.16	6.92	0.553	0.000	3.82	0.07	19.55	3.48	16.07	15.71	0.36	1	18	0.784%	4.64	8.43		
BEACH_BL			S-503			0.950	0.020	0.019										16.75	16.50	0.25			0.55%	4.77			
BEACH_BL			S-502			0.950	0.370	0.352										15.25	15.00	0.25			0.15%				
253+23.75	23.10	Rt	S-503	Type V GI	45.56	0.950	0.370	0.352	10.00	0.18	6.97	0.352	0.000	2.45	0.22	18.52	2.43	16.09	15.56	0.53	1	18	1.168%	4.12	8.45		
BEACH_BL			S-503			0.950	0.370	0.352										16.75	16.50	0.25			0.55%	4.78			
BEACH_BL			S-503			0.750	0.040	0.030										15.25	15.00	0.25			0.15%				
253+23.75	-15.05	Lt	O-500	Type 2 CI	41.92	0.872	1.630	1.422	12.49	0.24	6.47	1.422	0.000	9.19	0.33	19.36	3.81	13.40	13.00	0.40	1	24	0.95%	7.64	24.00		
BEACH_BL			S-504			0.950	0.030	0.029										11.40	11.00	0.40			0.10%				
253+75.00	-17.62	Lt	S-503			0.886	0.550	0.488										15.56	15.55	0.01			0.395%	1.01			
BEACH_BL			S-505	Type 5 CI	51.50			0.000	12.27	0.85	6.51	0.488	0.000	3.17	0.00	19.49	3.93	15.00	14.80	0.20	1	24	0.39%	4.87	15.31		
BEACH_BL			S-505					0.000										13.00	12.80	0.20			0.10%				
254+51.49	-5.80	Lt	S-504			15.67	15.56	0.10										14.70	14.50	0.20			0.262%	1.72			
BEACH_BL			S-506	Type 8 MH	77.70			0.000	11.60	0.75	6.64	0.459	0.000	3.05	0.05	20.77	5.10	13.20	13.00	0.20	1	18	0.26%	3.28	5.79		
254+51.47	50.18	Rt	S-505			15.72	15.67	0.05										14.85	14.70	0.15			0.15%				
BEACH_BL			S-506			0.850	0.070	0.060										13.35	13.20	0.15			0.262%	1.72			
DESTIN_CL			S-507	Type 9 CI	56.98	0.883	0.520	0.459	11.60	0.55	6.64	0.459	0.000	3.05	0.01	19.20	3.48	14.85	14.70	0.15	1	18	0.26%	3.31	5.85		
DESTIN_CL			S-507			0.950	0.160	0.152										13.50	13.20	0.15			0.15%				
47+53.53	-16.00	Lt	S-508			0.920	0.230	0.212										15.89	15.87	0.02			0.267%	0.82			
DESTIN_CL			S-508	Type 5 CI	36.75	0.920	0.230	0.212	10.71	0.75	6.82	0.212	0.000	1.44	0.01	17.91	2.02	15.20	15.10	0.10	1	18	0.27%	3.37	5.95		
DESTIN_CL			S-508			0.810	0.150	0.122										13.70	13.60	0.10			0.15%				
47+42.00	16.18	Rt	S-506			0.888	0.450	0.400										15.87	15.72	0.15			0.207%	1.53			
DESTIN_CL			EX-4	Type 5 CI	117.00			0.067	10.94	1.27	6.77	0.400	0.000	2.70	0.08	18.00	2.13	15.10	14.85	0.25	1	18	0.21%	2.98	5.27		
DESTIN_CL			S-506			0.810	0.150	0.122										13.60	13.35	0.25			0.15%				
48+52.80	21.07	Rt	S-508			0.950	0.070	0.067										15.88	15.87	0.00			0.464%	0.26			
DESTIN_CL			EX-5	Type D DBI	107.70	0.950	0.070	0.067	10.00	6.84	6.97	0.067	0.000	0.46	0.00	17.83	1.95	15.60	15.10	0.50	1	18	0.46%	4.40	7.77		
DESTIN_CL			S-508			0.950	0.070	0.067										14.10	13.60	0.50			0.15%				
48+44.24	-20.91	Lt	S-507			0.850	0.070	0.060										15.89	15.89	0.00			0.380%	0.23			
DESTIN_CL			EX-5	Type D DBI	93.25	0.850	0.070	0.060	10.00	6.62	6.97	0.060	0.000	0.41	0.00	17.81	1.92	15.55	15.20	0.35	1	18	0.38%	3.96	6.99		
DESTIN_CL			S-507			0.850	0.070	0.060										14.05	13.70	0.35			0.15%				

Remarks: Computations performed using GEOPAK Drainage.

Appendix E

Spread Analysis

Spread Calculations

3.9.1 Spread Criteria

The spread criteria listed is for permanent design and temporary construction conditions. Limit the spread resulting from a rainfall intensity of 4.0 inches per hour as follows.

Table 3.6: Spread Criteria

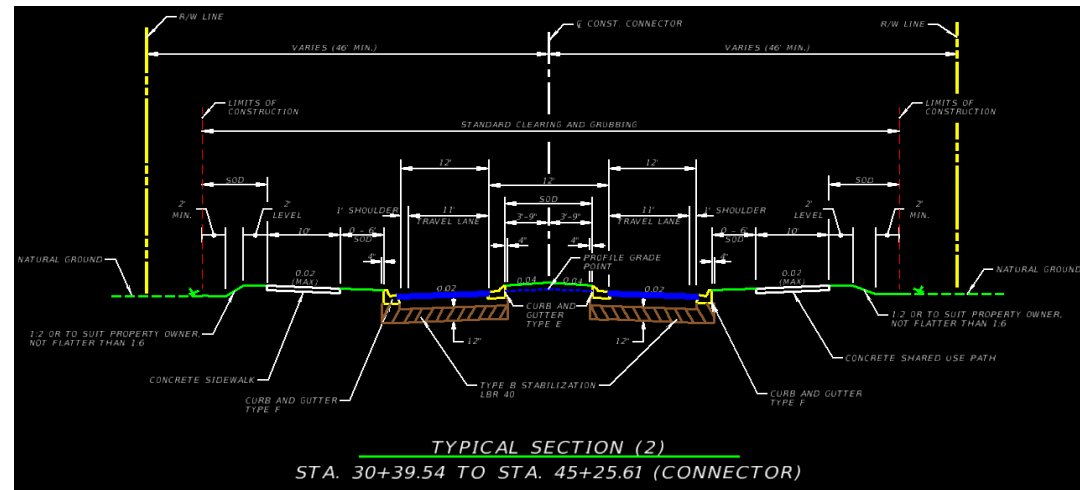
Typical Section Condition	Design Speed (mph)	Spread Criteria*
Parking Lane or Full Width Shoulders	All	No encroachment into the lane
Left Turn Lanes	Design Speed > 45	Keep 8' of lane clear
Right Turn Lanes	All	Keep ½ of lane clear
All Other	Design speed ≤ 45	Keep ½ of lane clear
	45 < Design Speed ≤ 55	Keep 8' of lane clear
	Design Speed > 55	No encroachment into the lane

* The criteria in this column apply to travel, turn, or auxiliary lanes adjacent to barrier wall or curb, in normal or super-elevated sections.

In addition to the above standards, for sections with a shoulder gutter, the spread resulting from a 10-year frequency storm will not exceed one foot, three inches outside the gutter in the direction toward the front slope. This distance limits the spread to the face of guardrail posts. See *Standard Plans, Index 536-001*.

Reference: FDOT Drainage Manual, January 2021

Typical Section



TYPICAL SECTION (2)
STA. 30+39.54 TO STA. 45+25.61 (CONNECTOR)

Based on typical sections, the average allowable distance between inlets to avoid spread concerns is estimated below:

$$Q = \frac{0.56}{n} S_x^{1.67} S^{0.5} T^{2.67}$$

Reference: FDOT Storm Drain Handbook, Feb. 2012 and FHWA Hec-12 (1984)

Typical Section	Design Speed	Location	Maximum Flowrate					Approx. Maximum Length of Road to an Inlet			
			n	Sx (ft/ft)	SL (ft/ft)	T (ft)	Q (cfs)	Width (ft)*	C	I (in/hr)	L (ft)
1: Destin CTC (Azalea)	35 mph	26+36.00 to 30+39.54	0.016	0.02	0.003	7.5	0.61	26	0.95	4	267
2: Destin CTC	35 mph	30+39.54 to 45+25.61	0.016	0.02	0.003	7.5	0.61	38	0.95	4	183
3: Destin CTC/Beach (Roundabout)	35 mph	45+90.27; 254+92.78	0.016	0.02	0.003	10	1.30	83	0.95	4	180
4: Destin CTC (Legion)	35 mph	46+57.69 to 48+36.00	0.016	0.02	0.003	7	0.50	30	0.95	4	192
5: Benning	35 mph	153+94.01 to 157+00.00	0.016	0.02	0.003	12	2.12	26	0.95	4	936
6: Beach	35 mph	252+30.00 to 254+27.11; 255+58.44 to 257+21.51	0.016	0.02	0.003	7.5	0.61	37.6	0.95	4	184
7: Sandalwood Ct.	35 mph	350+22.00 to 352+33.41	0.016	0.02	0.003	7.5	0.61	22	0.95	4	315
8: Anna	35 mph	450+44.42 to 451+36.33	0.016	0.02	0.003	7	0.50	21	0.95	4	275

*Note: Width = longest width of typical section to inlet.

System Name:

O-100

Designed by:

NER

Date:

11/18/2021

Checked by:

RAW

Date:

Given:

Runoff Coefficients; Impervious (C = 0.95), Pervious (C=0.25)
Intensity for Spread (I) = 4 inches / hour
Runoff (cfs) = Q (cfs) = C x I x A
Mannings Roughness Coef. (n) = 0.016 (asphalt)
Spread = T = [(Q x n) / (0.56 x Sx^{5/3} x SL^{1/2})]^{3/8}
Intercepted Flow = From Storm Drain Handbook Graphs
Area for sag inlet shown is the total of area AH + area BK
Gutter capacity ignored

Allowable Spread		
Road Name	Design Speed (mph)	FDOT Spread Criteria
Destin CTC	35 mph	Keep 1/2 lane clear

Sag VC1 - Destin CTC			Sag VC2 - Destin CTC			Crest VC1 - Destin CTC			Sag VC3 - Destin CTC			Crest VC1 - Sandalwood Ct		
g1	-0.400%		g1	-2.300%		g1	1.695%		g1	-0.650%		g1	0.300%	
g2	2.850%		g2	1.695%		g2	-2.200%		g2	2.000%		g2	-5.000%	
L	265.00		L	250.00		L	130.00		L	130.00		L	63.60	
a	0.00006		a	0.00008		a	-0.00015		a	0.00010		a	-0.00042	
b	-0.00400		b	-0.02300		b	0.01695		b	-0.00650		b	0.00300	
Station	Long Slope		Station	Long Slope		Station	Long Slope		Station	Long Slope		Station	Long Slope	
26+51.07	-0.400%		32+03.41	-2.300%		38+15.29	1.695%		43+92.24	-0.650%		350+41.84	0.300%	
26+59.25	-0.300%		32+50.00	-1.555%		38+20.00	1.554%		44+09.40	-0.300%		350+42.00	0.287%	
26+73.70	-0.122%		33+28.55	-0.300%		38+40.00	0.955%		44+14.15	-0.203%		350+43.00	0.203%	
26+83.70	0.000%		33+37.35	-0.160%		38+60.00	0.355%		44+24.15	0.000%		350+44.00	0.120%	
26+93.70	0.123%		33+47.35	0.000%		38+71.85	0.000%		44+34.15	0.204%		350+45.44	0.000%	
27+08.15	0.300%		33+57.35	0.160%		38+80.00	-0.244%		44+38.85	0.300%		350+50.00	-0.380%	
28+95.00	2.592%		33+66.10	0.300%		39+00.00	-0.843%		44+60.00	0.731%		350+80.00	-2.880%	
29+16.07	2.850%		34+53.41	1.695%		39+45.29	-2.200%		45+22.24	2.000%		351+05.44	-5.000%	

g1= grade 1
g2= grade 2
L = Vertical Curve Length
a= (g2-g1)/(2*L)
b=g1 (ft/ft)
Long Slope = 2*a*(STAx-STApvc)+b

TABLE - Inlet Spread Calculations																			Remarks
1	2	2A	3	4	5	6	7	8	9	10	11	12	13	Allowable Spread (ft)	14	15	16	17	
Inlet No.	Road	Inlet Station	Offset (LT/RT/MED)	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)	Runoff (cfs)	Previous By-Pass (cfs)	Total Flow (cfs)	Cross Sx (ft/ft)	Long. SL (ft/ft)	Spread T (ft)	Spread for Sag Inlets (ft)		Intercepted Flow (cfs)	Bypass Flow (cfs)	Bypass to Inlet	Meets Spread Criteria	
S-100 AH	Destin CTC	26+84	RT	0.03	0.03	0.06	0.1	0.0	0.1	0.020	0.0030	4.4		7.50	0.1	0.0	N/A	OK	
S-100 SAG	Destin CTC	26+84	RT	0.04	0.05	0.09	0.2	0.0	0.2	0.020	0.0030		2.00	7.50	0.2	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-100 BK	Destin CTC	26+84	RT	0.01	0.02	0.03	0.1	0.0	0.1	0.020	0.0030	3.1		7.50	0.1	0.0	N/A	OK	
S-101 AH	Destin CTC	26+84	LT	0.09	0.03	0.12	0.4	0.0	0.4	0.020	0.0030	6.2		7.50	0.4	0.0	N/A	OK	
S-101 SAG	Destin CTC	26+84	LT	0.14	0.07	0.21	0.6	0.0	0.6	0.020	0.0030		2.00	7.50	0.6	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-101 BK	Destin CTC	26+84	LT	0.05	0.04	0.09	0.2	0.0	0.2	0.020	0.0030	5.2		7.50	0.2	0.0	N/A	OK	
S-102	Destin CTC	27+28	RT	0.08	0.05	0.13	0.4	0.0	0.4	0.020	0.0054	5.5		7.50	0.4	0.0	N/A	OK	
S-103	Destin CTC	27+56	LT	0.08	0.07	0.15	0.4	0.0	0.4	0.020	0.0089	5.1		7.50	0.4	0.0	N/A	OK	
S-104	Destin CTC	28+35	RT	0.09	0.04	0.13	0.4	0.0	0.4	0.020	0.0186	4.4		7.50	0.4	0.0	N/A	OK	
S-105	Destin CTC	28+35	LT	0.05	0.06	0.11	0.3	0.0	0.3	0.020	0.0186	3.8		7.50	0.3	0.0	N/A	OK	
S-106	Destin CTC	29+40	RT	0.06	0.03	0.09	0.3	0.0	0.3	0.020	0.0285	3.6		7.50	0.3	0.0	N/A	OK	
S-107	Destin CTC	28+95	LT	0.12	0.07	0.19	0.5	0.0	0.5	0.020	0.0259	4.7		7.50	0.5	0.0	N/A	OK	
S-108	Destin CTC	31+20	RT	0.10	0.02	0.12	0.4	0.0	0.4	0.020	0.0230	4.4		7.50	0.4	0.0	N/A	OK	
S-109	Destin CTC	31+25	LT	0.10	0.02	0.12	0.4	0.0	0.4	0.020	0.0230	4.3		7.50	0.4	0.0	N/A	OK	
S-110	Sandalwood Ct	350+63	RT	0.05	0.00	0.05	0.2	0.0	0.2	0.020	0.0146	3.5		7.50	0.2	0.0	N/A	OK	
S-111	Destin CTC	32+25	LT	0.06	0.02	0.08	0.2	0.0	0.2	0.020	0.0196	3.8		7.50	0.2	0.0	N/A	OK	
S-112	Destin CTC	32+25	RT	0.06	0.00	0.06	0.2	0.0	0.2	0.020	0.0196	3.7		7.50	0.2	0.0	N/A	OK	
S-113	Destin CTC	33+00	LT	0.04	0.02	0.06	0.2	0.0	0.2	0.020	0.0076	3.9		7.50	0.2	0.0	N/A	OK	
S-114	Destin CTC	33+05	RT	0.05	0.02	0.07	0.2	0.0	0.2	0.020	0.0068	4.3		7.50	0.2	0.0	N/A	OK	
S-115 AH	Destin CTC	33+47	RT	0.05	0.02	0.07	0.2	0.0	0.2	0.020	0.0030	5.0		7.50	0.2	0.0	N/A	OK	
S-115 SAG	Destin CTC	33+47	RT	0.07	0.03	0.10	0.3	0.0	0.3	0.020	0.0030		2.00	7.50	0.3	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-115 BK	Destin CTC	33+47	RT	0.02	0.01	0.03	0.1	0.0	0.1	0.020	0.0030	3.6		7.50	0.1	0.0	N/A	OK	
S-116	Benning	154+20	RT	0.02	0.00	0.02	0.1	0.0	0.1	0.020	0.0058	2.9		12.00	0.1	0.0	N/A	OK	
S-118	Benning	154+85	RT	0.04	0.00	0.04	0.2	0.0	0.2	0.020	0.0242	3.0		12.00	0.2	0.0	N/A	OK	
S-119	Benning	156+94	LT	0.05	0.00	0.05	0.2	0.0	0.2	0.020	0.0081	4.0		12.00	0.2	0.0	N/A	OK	
S-120	Benning	156+94	RT	0.06	0.00	0.06	0.2	0.0	0.2	0.020	0.0081	4.3		12.00	0.2	0.0	N/A	OK	

System Name:

O-200

Designed by:

NER

Date:

11/18/2021

Checked by:

RAW

Date:

Given:

Runoff Coefficients; Impervious (C = 0.95), Pervious (C=0.25)
Intensity for Spread (I) = 4 inches / hour
Runoff (cfs) = Q (cfs) = C x I x A
Mannings Roughness Coef. (n) = 0.016 (asphalt)
Spread = T = [(Q x n) / (0.56 x Sx^{5/3} x SL^{1/2})]^{3/8}
Intercepted Flow = From Storm Drain Handbook Graphs
Area for sag inlet shown is the total of area AH + area BK
Gutter capacity ignored

Allowable Spread		
Road Name	Design Speed (mph)	FDOT Spread Criteria
Destin CTC	35 mph	Keep 1/2 lane clear

Sag VC1 - Destin CTC		Sag VC2 - Destin CTC		Crest VC1 - Destin CTC		Sag VC3 - Destin CTC		Sag VC1 - Anna	
g1	-0.400%	g1	-2.300%	g1	1.695%	g1	-0.650%	g1	-4.500%
g2	2.850%	g2	1.695%	g2	-2.200%	g2	2.000%	g2	1.200%
L	265.00	L	250.00	L	130.00	L	130.00	L	34.20
a	0.00006	a	0.00008	a	-0.00015	a	0.00010	a	0.00083
b	-0.00400	b	-0.02300	b	0.01695	b	-0.00650	b	-0.04500
Station	Long Slope	Station	Long Slope	Station	Long Slope	Station	Long Slope	Station	Long Slope
26+51.07	-0.400%	32+03.41	-2.300%	38+15.29	1.695%	43+92.24	-0.650%	450+75.53	-4.500%
26+59.25	-0.300%	32+50.00	-1.555%	38+20.00	1.554%	44+09.40	-0.300%	450+80.00	-3.755%
26+73.70	-0.122%	33+28.55	-0.300%	38+40.00	0.955%	44+14.15	-0.203%	450+93.09	-1.573%
26+83.70	0.000%	33+37.35	-0.160%	38+60.00	0.355%	44+24.15	0.000%	451+02.53	0.000%
26+93.70	0.123%	33+47.35	0.000%	38+71.85	0.000%	44+34.15	0.204%	451+05.00	0.412%
27+08.15	0.300%	33+57.35	0.160%	38+80.00	-0.244%	44+38.85	0.300%	451+07.00	0.745%
28+00.00	1.427%	33+66.10	0.300%	39+00.00	-0.843%	44+60.00	0.731%	451+09.00	1.078%
29+16.07	2.850%	34+53.41	1.695%	39+45.29	-2.200%	45+22.24	2.000%	451+09.73	1.200%

g1= grade 1
g2= grade 2
L = Vertical Curve Length
a= (g2-g1)/(2*L)
b=g1 (ft/ft)
Long Slope = 2*a*(STAx-STApvc)+b

TABLE - Inlet Spread Calculations																			
1	2	2A	3	4	5	6	7	8	9	10	11	12	13		14	15	16	17	
Inlet No.	Road	Inlet Station	Offset (LT/RT/ MED)	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)	Runoff (cfs)	Previous By-Pass (cfs)	Total Flow (cfs)	Cross Sx (ft/ft)	Long. SL (ft/ft)	Spread T (ft)	Spread for Sag Inlets (ft)	Allowable Spread (ft)	Intercepted Flow (cfs)	Bypass Flow (cfs)	Bypass to Inlet	Meets Spread Criteria	Remarks
S-200	Destin CTC	34+25	RT	0.09	0.03	0.12	0.4		0.4	0.020	0.0124	4.8		7.50	0.4	0.0	N/A	OK	
S-201	Destin CTC	34+25	LT	0.10	0.04	0.14	0.4		0.4	0.020	0.0124	5.0		7.50	0.4	0.0	N/A	OK	
S-203 AH	Anna	450+97	LT	0.05	0.01	0.06	0.2		0.2	0.020	0.0030	5.0		7.00	0.2	0.0	N/A	OK	
S-203 SAG	Anna	450+97	LT	0.08	0.01	0.09	0.3		0.3	0.020	0.0030		2.00	7.00	0.3	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-203 BK	Anna	450+97	LT	0.03	0.00	0.03	0.1		0.1	0.020	0.0030	3.9		7.00	0.1	0.0	N/A	OK	
S-204 AH	Anna	450+97	RT	0.04	0.01	0.05	0.2		0.2	0.020	0.0030	4.6		7.00	0.2	0.0	N/A	OK	
S-204 SAG	Anna	450+97	RT	0.06	0.01	0.07	0.2		0.2	0.020	0.0030		2.00	7.00	0.2	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-204 BK	Anna	450+97	RT	0.02	0.00	0.02	0.1		0.1	0.020	0.0030	3.3		7.00	0.1	0.0	N/A	OK	

System Name:

O-300

Designed by:

NER

Date:

11/18/2021

Checked by:

RAW

Date:

Given:

Runoff Coefficients; Impervious (C = 0.95), Pervious (C=0.25)

Intensity for Spread (I) = 4 inches / hour

Runoff (cfs) = Q (cfs) = C x I x A

Mannings Roughness Coef. (n) = 0.016 (asphalt)

Spread = T = $[(Q \times n) / (0.56 \times Sx^{5/3} \times SL^{1/2})]^{3/8}$

Intercepted Flow = From Storm Drain Handbook Graphs

Area for sag inlet shown is the total of area AH + area BK

Gutter capacity ignored

Sag VC1 - Destin CTC		Sag VC2 - Destin CTC		Crest VC1 - Destin CTC		Sag VC3 - Destin CTC	
g1	-0.400%	g1	-2.300%	g1	1.695%	g1	-0.650%
g2	2.850%	g2	1.695%	g2	-2.200%	g2	2.000%
L	265.00	L	250.00	L	130.00	L	130.00
a	0.00006	a	0.00008	a	-0.00015	a	0.00010
b	-0.00400	b	-0.02300	b	0.01695	b	-0.00650
Station	Long Slope	Station	Long Slope	Station	Long Slope	Station	Long Slope
26+51.07	-0.400%	32+03.41	-2.300%	38+15.29	1.695%	43+92.24	-0.650%
26+59.25	-0.300%	32+50.00	-1.555%	38+20.00	1.554%	44+09.40	-0.300%
26+73.70	-0.122%	33+28.55	-0.300%	38+40.00	0.955%	44+14.15	-0.203%
26+83.70	0.000%	33+37.35	-0.160%	38+60.00	0.355%	44+24.15	0.000%
26+93.70	0.123%	33+47.35	0.000%	38+71.85	0.000%	44+34.15	0.204%
27+08.15	0.300%	33+57.35	0.160%	38+80.00	-0.244%	44+38.85	0.300%
28+00.00	1.427%	33+66.10	0.300%	39+00.00	-0.843%	44+60.00	0.731%
29+16.07	2.850%	34+53.41	1.695%	39+45.29	-2.200%	45+22.24	2.000%

g1= grade 1

g2= grade 2

L = Vertical Curve Length

a= (g2-g1)/(2*L)

b=g1 (ft/ft)

Long Slope = 2*a*(STAx-STApvc)+b

Allowable Spread		
Road Name	Design Speed (mph)	FDOT Spread Criteria
Destin CTC	35 mph	Keep 1/2 lane clear

TABLE - Inlet Spread Calculations																			
1	2	2A	3	4	5	6	7	8	9	10	11	12	13		14	15	16	17	
Inlet No.	Road	Inlet Station	Offset (LT/RT/MED)	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)	Runoff (cfs)	Previous By-Pass (cfs)	Total Flow (cfs)	Cross Sx (ft/ft)	Long. SL (ft/ft)	Spread T (ft)	Spread for Sag Inlets (ft)	Allowable Spread (ft)	Intercepted Flow (cfs)	Bypass Flow (cfs)	Bypass to Inlet	Meets Spread Criteria	Remarks
S-300	Destin CTC	35+75	RT	0.09	0.03	0.12	0.4		0.4	0.020	0.0170	4.5		7.50	0.4	0.0	N/A	OK	
S-301	Destin CTC	35+75	LT	0.10	0.06	0.16	0.4		0.4	0.020	0.0170	4.8		7.50	0.4	0.0	N/A	OK	
S-302	Destin CTC	37+25	RT	0.06	0.01	0.07	0.2		0.2	0.020	0.0170	3.8		7.50	0.2	0.0	N/A	OK	
S-303	Destin CTC	37+25	LT	0.10	0.06	0.16	0.4		0.4	0.020	0.0170	4.8		7.50	0.4	0.0	N/A	OK	

System Name:

O-400

Designed by:

NER

Date:

11/18/2021

Checked by:

RAW

Date:

Given:

Runoff Coefficients; Impervious (C = 0.95), Pervious (C=0.25)
Intensity for Spread (I) = 4 inches / hour
Runoff (cfs) = Q (cfs) = C x I x A
Mannings Roughness Coef. (n) = 0.016 (asphalt)
Spread = T = [(Q x n) / (0.56 x Sx^{5/3} x SL^{1/2})]^{3/8}
Intercepted Flow = From Storm Drain Handbook Graphs
Area for sag inlet shown is the total of area AH + area BK
Gutter capacity ignored

Allowable Spread		
Road Name	Design Speed (mph)	FDOT Spread Criteria
Destin CTC	35 mph	Keep 1/2 lane clear

Sag VC1 - Destin CTC		Sag VC2 - Destin CTC		Crest VC1 - Destin CTC		Sag VC3 - Destin CTC		Sag VC1 - Beach	
g1	-0.400%	g1	-2.300%	g1	1.695%	g1	-0.650%	g1	-0.500%
g2	2.850%	g2	1.695%	g2	-2.200%	g2	2.000%	g2	1.000%
L	265.00	L	250.00	L	130.00	L	130.00	L	105.00
a	0.00006	a	0.00008	a	-0.00015	a	0.00010	a	0.00007
b	-0.00400	b	-0.02300	b	0.01695	b	-0.00650	b	-0.00500
Station	Long Slope	Station	Long Slope	Station	Long Slope	Station	Long Slope	Station	Long Slope
26+51.07	-0.400%	32+03.41	-2.300%	38+15.29	1.695%	43+92.24	-0.650%	252+88.78	-0.500%
26+59.25	-0.300%	32+50.00	-1.555%	38+20.00	1.554%	44+09.40	-0.300%	253+02.75	-0.300%
26+73.70	-0.122%	33+28.55	-0.300%	38+40.00	0.955%	44+14.15	-0.203%	253+13.75	-0.143%
26+83.70	0.000%	33+37.35	-0.160%	38+60.00	0.355%	44+24.15	0.000%	253+23.75	0.000%
26+93.70	0.123%	33+47.35	0.000%	38+71.85	0.000%	44+34.15	0.204%	253+33.75	0.142%
27+08.15	0.300%	33+57.35	0.160%	38+80.00	-0.244%	44+38.85	0.300%	253+44.75	0.300%
28+00.00	1.427%	33+66.10	0.300%	39+00.00	-0.843%	44+60.00	0.731%	253+80.00	0.803%
29+16.07	2.850%	34+53.41	1.695%	39+45.29	-2.200%	45+22.24	2.000%	253+93.78	1.000%

g1= grade 1
g2= grade 2
L = Vertical Curve Length
a= (g2-g1)/(2*L)
b=g1 (ft/ft)
Long Slope = 2*a*(STAx-STApvc)+b

TABLE - Inlet Spread Calculations																			Remarks
1	2	2A	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
Inlet No.	Road	Inlet Station	Offset (LT/RT/ MED)	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)	Runoff (cfs)	Previous By-Pass (cfs)	Total Flow (cfs)	Cross Sx (ft/ft)	Long. SL (ft/ft)	Spread T (ft)	Spread for Sag Inlets (ft)	Allowable Spread (ft)	Intercepted Flow (cfs)	Bypass Flow (cfs)	Bypass to Inlet	Meets Spread Criteria	
S-400	Destin CTC	39+85	RT	0.04	0.01	0.05	0.2		0.2	0.020	0.0220	3.1		7.50	0.2	0.0	N/A	OK	
S-401	Destin CTC	39+85	LT	0.07	0.05	0.12	0.3		0.3	0.020	0.0220	4.0		7.50	0.3	0.0	N/A	OK	
S-402	Destin CTC	41+10	RT	0.05	0.01	0.06	0.2		0.2	0.020	0.0220	3.4		7.50	0.2	0.0	N/A	OK	
S-403	Destin CTC	41+10	LT	0.08	0.05	0.13	0.4		0.4	0.020	0.0220	4.2		7.50	0.4	0.0	N/A	OK	
S-404	Destin CTC	42+35	RT	0.05	0.01	0.06	0.2		0.2	0.020	0.0065	4.3		7.50	0.2	0.0	N/A	OK	
S-405	Destin CTC	42+35	LT	0.07	0.05	0.12	0.3		0.3	0.020	0.0065	5.1		7.50	0.3	0.0	N/A	OK	
S-406	Destin CTC	43+75	RT	0.06	0.01	0.07	0.2		0.2	0.020	0.0065	4.6		7.50	0.2	0.0	N/A	OK	
S-407	Destin CTC	43+75	LT	0.08	0.08	0.16	0.4		0.4	0.020	0.0065	5.5		7.50	0.4	0.0	N/A	OK	
S-408 AH	Destin CTC	44+24	RT	0.02	0.00	0.02	0.1		0.1	0.020	0.0030	3.4		7.50	0.1	0.0	N/A	OK	
S-408 SAG	Destin CTC	44+24	RT	0.04	0.00	0.04	0.2		0.2	0.020	0.0030		2.00	7.50	0.2	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-408 BK	Destin CTC	44+24	RT	0.02	0.00	0.02	0.1		0.1	0.020	0.0030	3.4		7.50	0.1	0.0	N/A	OK	
S-409 AH	Destin CTC	44+24	LT	0.03	0.01	0.04	0.1		0.1	0.020	0.0030	4.1		7.50	0.1	0.0	N/A	OK	
S-409 SAG	Destin CTC	44+24	LT	0.06	0.02	0.08	0.2		0.2	0.020	0.0030		2.00	7.50	0.2	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-409 BK	Destin CTC	44+24	LT	0.03	0.01	0.04	0.1		0.1	0.020	0.0030	4.1		7.50	0.1	0.0	N/A	OK	
S-410	Destin CTC	44+72	RT	0.07	0.02	0.09	0.3		0.3	0.020	0.0098	4.5		7.50	0.3	0.0	N/A	OK	
S-411	Destin CTC	44+72	LT	0.09	0.03	0.12	0.4		0.4	0.020	0.0098	5.0		7.50	0.4	0.0	N/A	OK	
S-412	Beach	255+27	LT	0.06	0.02	0.08	0.2		0.2	0.020	0.0100	4.3		7.50	0.2	0.0	N/A	OK	
S-414	Beach	256+73	RT	0.08	0.00	0.08	0.3		0.0	0.020	0.0030	1.3		7.50	0.0	0.0	N/A	OK	

System Name:

O-500

Designed by:

NER

Date:

11/18/2021

Checked by:

RAW

Date:

Given:

Runoff Coefficients; Impervious (C = 0.95), Pervious (C=0.25)
Intensity for Spread (I) = 4 inches / hour
Runoff (cfs) = Q (cfs) = C x I x A
Mannings Roughness Coef. (n) = 0.016 (asphalt)
Spread = T = $[(Q \times n) / (0.56 \times Sx^{5/3} \times SL^{1/2})]^{3/8}$
Intercepted Flow = From Storm Drain Handbook Graphs
Area for sag inlet shown is the total of area AH + area BK
Gutter capacity ignored

Allowable Spread		
Road Name	Design Speed (mph)	FDOT Spread Criteria
Destin CTC	35 mph	Keep 1/2 lane clear

Sag VC1 - Beach	
g1	-0.500%
g2	1.000%
L	105.00
a	0.00007
b	-0.00500
Station	Long Slope
252+88.78	-0.500%
253+02.75	-0.300%
253+13.75	-0.143%
253+23.75	0.000%
253+33.75	0.142%
253+44.75	0.300%
253+80.00	0.803%
253+93.78	1.000%

g1= grade 1
g2= grade 2
L = Vertical Curve Length
a= (g2-g1)/(2*L)
b=g1 (ft/ft)
Long Slope = 2*a*(STAx-STApvc)+b

TABLE - Inlet Spread Calculations																			Remarks
1	2	2A	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
Inlet No.	Road	Inlet Station	Offset (LT/RT/ MED)	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)	Runoff (cfs)	Previous By-Pass (cfs)	Total Flow (cfs)	Cross Sx (ft/ft)	Long. SL (ft/ft)	Spread T (ft)	Spread for Sag Inlets (ft)	Allowable Spread (ft)	Intercepted Flow (cfs)	Bypass Flow (cfs)	Bypass to Inlet	Meets Spread Criteria	
S-501	Beach	252+78	LT	0.02	0.00	0.02	0.1		0.1	0.020	0.0030	3.4		7.50	0.1	0.0	N/A	OK	
S-503 AH	Beach	253+24	LT	0.02	0.00	0.02	0.1		0.1	0.020	0.0030	3.4		7.50	0.1	0.0	N/A	OK	
S-503 SAG	Beach	253+24	LT	0.04	0.00	0.04	0.2		0.2	0.020	0.0030		2.00	7.50	0.2	0.0	N/A	OK	Spread from Figure I-17 in FDOT Drainage Design Guide 2021
S-503 BK	Beach	253+24	LT	0.02	0.00	0.02	0.1		0.1	0.020	0.0030	3.4		7.50	0.1	0.0	N/A	OK	
S-504	Beach	253+75	LT	0.03	0.00	0.03	0.1		0.1	0.020	0.0030	4.0		7.50	0.1	0.0	N/A	OK	
S-506	Beach	254+51	RT	0.06	0.01	0.07	0.2		0.2	0.020	0.0030	5.3		7.50	0.2	0.0	N/A	OK	
S-507	Destin CTC	47+54	LT	0.16	0.00	0.16	0.6		0.6	0.020	0.0030	7.5		7.50	0.6	0.0	N/A	OK	
S-508	Destin CTC	47+42	RT	0.12	0.03	0.15	0.5		0.5	0.020	0.0030	6.9		7.50	0.5	0.0	N/A	OK	
EX-4	Destin CTC	48+53	RT	0.07	0.00	0.07	0.3		0.3	0.020	0.0030	5.5		7.50	0.3	0.0	N/A	OK	
EX-5	Destin CTC	48+44	LT	0.06	0.01	0.07	0.2		0.2	0.020	0.0030	5.3		7.50	0.2	0.0	N/A	OK	

System Name:

Closed Flumes

Designed by:

NER

Date:

11/18/2021

Checked by:

RAW

Date:

Given:

Runoff Coefficients; Impervious (C = 0.95), Pervious (C=0.25)
Intensity for Spread (I) = 4 inches / hour
Runoff (cfs) = Q (cfs) = C x I x A
Mannings Roughness Coef. (n) = 0.016 (asphalt)
Spread = T = [(Q x n) / (0.56 x Sx^{5/3} x SL^{1/2})]^{3/8}
Intercepted Flow = From Storm Drain Handbook Graphs
Area for sag inlet shown is the total of area AH + area BK
Gutter capacity ignored

Allowable Spread		
Road Name	Design Speed (mph)	FDOT Spread Criteria
Destin CTC	35 mph	Keep 1/2 lane clear

Crest VC1 - Sandalwood Ct	
g1	0.300%
g2	-5.000%
L	63.60
a	-0.00042
b	0.00300
Station	Long Slope
350+41.84	0.300%
350+42.00	0.287%
350+43.00	0.203%
350+44.00	0.120%
350+45.44	0.000%
350+50.00	-0.380%
350+80.00	-2.880%
351+05.44	-5.000%

g1= grade 1
g2= grade 2
L = Vertical Curve Length
a= (g2-g1)/(2*L)
b=g1 (ft/ft)
Long Slope = 2*a*(STAx-STApvc)+b

TABLE - Inlet Spread Calculations																			
1	2	2A	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
Inlet No.	Road	Inlet Station	Offset (LT/RT/ MED)	Impervious Area (ac)	Pervious Area (ac)	Total Area (ac)	Runoff (cfs)	Previous By-Pass (cfs)	Total Flow (cfs)	Cross Sx (ft/ft)	Long. SL (ft/ft)	Spread T (ft)	Spread for Sag Inlets (ft)	Allowable Spread (ft)	Intercepted Flow (cfs)	Bypass Flow (cfs)	Bypass to Inlet	Meets Spread Criteria	Remarks
CF-1	Sandalwood Ct	351+45	LT	0.05	0.00	0.05	0.2		0.2	0.020	0.0500	2.9		7.50	0.2	0.0	N/A	OK	
CF-2	Sandalwood Ct	352+08	LT	0.03	0.00	0.03	0.1		0.1	0.020	0.0130	3.0		7.50	0.1	0.0	N/A	OK	

Appendix F

Basin Area, CN and Pond Sizing Calculations

Basin Area & CN Calculations

Post Development

Stormwater Pond 1

	HSG	Area (AC)	CN	A x CN	C	C x A
Impervious Area		2.06	98.0	201.9	0.95	1.96
Pervious Open Space Area	A	1.15	39.0	44.9	0.25	0.29
Pond Area - Open Space	A	0.64	39.0	25.0	0.25	0.16

Wtd

Post-Dev Total Area

3.85	70.6	271.69	0.62	2.40
------	------	--------	------	------

Enter Rainfall Volume [inches] (P)

14.00

Inches

100 year 24 hour

Estimated Attenuation Volume	
SCS Method	
Potential Abstraction (S) = 1000/CN -10	Post 4.17
Runoff Depth (Q) (in.) = (P-0.2S)^2/(P+0.8S)	10.00
Runoff Depth (Q) (Ft.) =	0.83
Runoff Volume (ac-ft) =	3.21
Runoff Volume (CF) =	139736

Estimated Treatment Volume

6988 CF

Treatment Volume: 1/2" over Basin [ac-ft] =

0.16 AF

Treatment Volume: 1" rainfall over Basin [ac-ft] =

8728 CF

Note: See next page for calculations.

DRY RETENTION POND SIZING CALCULATIONS

Stormwater Pond 1

1.) Treatment Volume:

Scenario 1: Treatment Runoff Volume From 1 inch of Rainfall:

Project Area [Acres]: 3.85

Proposed Runoff Coefficient [C]: 0.62

Calculated Treatment Volume [Ft³]: 8,728

Scenario 2: Treatment Volume From 1/2 inch of Runoff:

Project Area [Acres]: 3.85

Runoff Depth [Inches]: 0.50

Calculated Treatment Volume [Ft³]: 6,988

Pond stage / storage info chart				
DESCRIPTION	ELEV. [Ft]	AREA [Ft ²]	VOLUME [Ft ³]	CUMUL. VOL. [Ft ³]
Pond Bottom	12.00	8,963.9	0	0
	13.00	10,563.7	9,764	9,764
	14.00	12,264.1	11,414	21,178
	15.00	14,065.0	13,165	34,342
	16.00	15,966.4	15,016	49,358
	17.00	17,968.3	16,967	66,325
Pond Top	18.00	20,070.8	19,020	85,345
Maintenance Berm	19.00	28,850.5	24,461	109,806

Required Treatment Volume: 8,728

Provided Treatment for Watershed [Ft³]: 66,325
OK

Basin Area & CN Calculations

Post Development

Stormwater Pond 2

	HSG	Area (AC)	CN	A x CN	C	C x A
Impervious Area		3.07	98.0	300.9	0.95	2.92
Pervious Open Space Area	A	1.46	39.0	56.9	0.20	0.29
Pond Area - Open Space	A	1.65	39.0	64.4	0.20	0.33

Wtd

Post-Dev Total Area

6.18	68.3	422.15	0.57	3.54
------	------	--------	------	------

Enter Rainfall Volume [inches] (P)

14.00

Inches

100 year 24 hour

Estimated Attenuation Volume	
SCS Method	
Potential Abstraction (S) = 1000/CN -10	Post 4.64
Runoff Depth (Q) (in.) = (P-0.2S)^2/(P+0.8S)	9.65
Runoff Depth (Q) (Ft.) =	0.80
Runoff Volume (ac-ft) =	4.97
Runoff Volume (CF) =	216438

Estimated Treatment Volume

11217 CF

Treatment Volume: 1/2" over Basin [ac-ft] =

0.26 AF

Treatment Volume: 1" rainfall over Basin [ac-ft] =

12845 CF

Treatment Volume: 1" rainfall over Basin [ac-ft] =

0.29 AF

Note: See next page for calculations.

DRY RETENTION POND SIZING CALCULATIONS

Stormwater Pond 2

1.) Treatment Volume:

Scenario 1: Treatment Runoff Volume From 1 inch of Rainfall:

Project Area [Acres]: 6.18

Proposed Runoff Coefficient [C]: 0.57

Calculated Treatment Volume [Ft³]: 12,845

Scenario 2: Treatment Volume From 1/2 inch of Runoff:

Project Area [Acres]: 6.18

Runoff Depth [Inches]: 0.50

Calculated Treatment Volume [Ft³]: 11,217

Pond stage / storage info chart				
DESCRIPTION	ELEV. [Ft]	AREA [Ft ²]	VOLUME [Ft ³]	CUMUL. VOL. [Ft ³]
Pond Bottom	11.00	7,803.9	0	0
	12.00	10,103.6	8,954	8,954
	13.00	12,792.5	11,448	20,402
	14.00	18,051.9	15,422	35,824
	15.00	23,694.5	20,873	56,697
	16.00	29,630.9	26,663	83,360
	17.00	35,686.4	32,659	116,018
Pond Top	18.00	41,813.6	38,750	154,768
Maintenance Berm	VARIES	-	-	-

Required Treatment Volume: 12,845

Provided Treatment for Watershed [Ft³]: 116,018

OK

Basin Area & CN Calculations

Post Development

Stormwater Pond A&B

	HSG	Area (AC)	CN	A x CN	C	C x A
Impervious Area		0.10	98.0	9.8	0.95	0.10
Pervious Open Space Area	A	0.21	39.0	8.2	0.25	0.05
Pond Area - Open Space	A	0.08	39.0	3.1	0.25	0.02

Wtd

Post-Dev Total Area

0.39	54.1	21.11	0.43	0.17
------	------	-------	------	------

Enter Rainfall Volume [inches] (P) 14.00 Inches 100 year 24 hour

Estimated Attenuation Volume	
SCS Method	
Potential Abstraction (S) = 1000/CN -10	Post 8.47
Runoff Depth (Q) (in.) = (P-0.2S)^2/(P+0.8S)	7.29
Runoff Depth (Q) (Ft.) =	0.61
Runoff Volume (ac-ft) =	0.24
Runoff Volume (CF) =	10316

Estimated Treatment Volume	
	708 CF
Treatment Volume: 1/2" over Basin [ac-ft] =	0.02 AF
	608 CF
Treatment Volume: 1" rainfall over Basin [ac-ft] =	0.01 AF

Note: See next page for calculations.

DRY RETENTION POND SIZING CALCULATIONS

Stormwater Pond A&B

1.) Treatment Volume:

Scenario 1: Treatment Runoff Volume From 1 inch of Rainfall:

Project Area [Acres]: 0.39

Proposed Runoff Coefficient [C]: 0.43

Calculated Treatment Volume [Ft³]: 608

Scenario 2: Treatment Volume From 1/2 inch of Runoff:

Project Area [Acres]: 0.39

Runoff Depth [Inches]: 0.50

Calculated Treatment Volume [Ft³]: 708

A:Pond stage / storage info chart				
DESCRIPTION	ELEV. [Ft]	AREA [Ft ²]	VOLUME [Ft ³]	CUMUL. VOL. [Ft ³]
Pond Bottom	13.00	121.1	0	0
	14.00	337.1	229	229
Pond Top	15.00	653.6	495	725

B: Pond stage / storage info chart				
DESCRIPTION	ELEV. [Ft]	AREA [Ft ²]	VOLUME [Ft ³]	CUMUL. VOL. [Ft ³]
Pond Bottom	13.00	873.3	0	0
	14.00	1,399.0	1,136	1,136
Pond Top	15.00	2,622.3	2,011	3,147

Required Treatment Volume: 708

Provided Treatment for Watershed [Ft³]: 1,365

OK

Basin Area & CN Calculations

Post Development

Stormwater Pond C

	HSG	Area (AC)	CN	A x CN	C	C x A
Impervious Area		0.00	98.0	0.0	0.95	0.00
Pervious Open Space Area	A	0.25	39.0	9.8	0.25	0.06
Pond Area - Open Space	A	0.04	39.0	1.6	0.25	0.01

Wtd

Post-Dev Total Area

0.29	39.0	11.31	0.25	0.07
------	------	-------	------	------

Enter Rainfall Volume [inches] (P)

14.00

Inches

100 year 24 hour

Estimated Attenuation Volume	
SCS Method	
Potential Abstraction (S) = 1000/CN -10	Post 15.64
Runoff Depth (Q) (in.) = (P-0.2S)^2/(P+0.8S)	4.46
Runoff Depth (Q) (Ft.) =	0.37
Runoff Volume (ac-ft) =	0.11
Runoff Volume (CF) =	4693

Estimated Treatment Volume

	526 CF
Treatment Volume: 1/2" over Basin [ac-ft] =	0.01 AF
	263 CF
Treatment Volume: 1" rainfall over Basin [ac-ft] =	0.01 AF

Note: See next page for calculations.

DRY RETENTION POND SIZING CALCULATIONS

Stormwater Pond C

1.) Treatment Volume:

Scenario 1: Treatment Runoff Volume From 1 inch of Rainfall:

Project Area [Acres]: 0.29
Proposed Runoff Coefficient [C]: 0.25
Calculated Treatment Volume [Ft³]: 263

Scenario 2: Treatment Volume From 1/2 inch of Runoff:

Project Area [Acres]: 0.29
Runoff Depth [Inches]: 0.50
Calculated Treatment Volume [Ft³]: 526

A:Pond stage / storage info chart				
DESCRIPTION	ELEV. [Ft]	AREA [Ft ²]	VOLUME [Ft ³]	CUMUL. VOL. [Ft ³]
Pond Bottom	15.00	543.5	0	0
	16.00	1,001.3	772	772
Pond Top	17.00	1,559.5	1,280	2,053

Required Treatment Volume: 526
Provided Treatment for Watershed [Ft³]: 772
OK

Appendix G

Proposed Conditions ICPR Model

Simple Basin: BASIN 1

Scenario: Scenario1
Node: POND 1
Hydrograph Method: NRCS Unit Hydrograph
Infiltration Method: Curve Number
Time of Concentration: 10.0000 min
Max Allowable Q: 0.00 cfs
Time Shift: 0.0000 hr
Unit Hydrograph: UH323
Peaking Factor: 323.0
Area: 3.8500 ac
Curve Number: 70.6
% Impervious: 0.00
% DCIA: 0.00
% Direct: 0.00
Rainfall Name: ~SJRWMD-96

Comment:

Simple Basin: BASIN 2

Scenario: Scenario1
Node: POND 2
Hydrograph Method: NRCS Unit Hydrograph
Infiltration Method: Curve Number
Time of Concentration: 10.0000 min
Max Allowable Q: 0.00 cfs
Time Shift: 0.0000 hr
Unit Hydrograph: UH323
Peaking Factor: 323.0
Area: 6.1800 ac
Curve Number: 68.3
% Impervious: 0.00
% DCIA: 0.00
% Direct: 0.00
Rainfall Name: ~SJRWMD-96

Comment:

Simple Basin: Basin A & B

Scenario: Scenario1
Node: Pond A & B
Hydrograph Method: NRCS Unit Hydrograph
Infiltration Method: Curve Number
Time of Concentration: 10.0000 min
Max Allowable Q: 0.00 cfs

Time Shift: 0.0000 hr
 Unit Hydrograph: UH323
 Peaking Factor: 323.0
 Area: 0.3900 ac
 Curve Number: 54.1
 % Impervious: 0.00
 % DCIA: 0.00
 % Direct: 0.00
 Rainfall Name: ~SJRWMD-96

Comment:

Simple Basin: Basin C

Scenario: Scenario1
 Node: Pond C
 Hydrograph Method: NRCS Unit Hydrograph
 Infiltration Method: Curve Number
 Time of Concentration: 10.0000 min
 Max Allowable Q: 0.00 cfs
 Time Shift: 0.0000 hr
 Unit Hydrograph: UH323
 Peaking Factor: 323.0
 Area: 0.2900 ac
 Curve Number: 39.0
 % Impervious: 0.00
 % DCIA: 0.00
 % Direct: 0.00
 Rainfall Name: ~SJRWMD-96

Comment:

Node: GROUNDWATER ABC

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 10.10 ft
 Warning Stage: 10.10 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	10.10
0	0	0	9999.0000	10.10

Comment: EL 10.10 is the SHWT EL for boring DB-1.

Node: GROUNDWATER1

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 9.70 ft
 Warning Stage: 9.70 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	9.70
0	0	0	9999.0000	9.70

Comment: EL 9.7 is the average SHWT EL for borings PB-3 & PB-4.

Node: GROUNDWATER2

Scenario: Scenario1
 Type: Time/Stage
 Base Flow: 0.00 cfs
 Initial Stage: 8.90 ft
 Warning Stage: 8.90 ft
 Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	8.90
0	0	0	9999.0000	8.90

Comment: EL 8.9 is the average SHWT EL for borings PB-5, PB-6, PB-7 & PB-8.

Node: POND 1

Scenario: Scenario1
 Type: Stage/Area
 Base Flow: 0.00 cfs
 Initial Stage: 12.00 ft
 Warning Stage: 18.00 ft

Stage [ft]	Area [ac]	Area [ft2]
12.00	0.2100	9148
13.00	0.2400	10454
14.00	0.2800	12197
15.00	0.3200	13939
16.00	0.3700	16117
17.00	0.4100	17860
18.00	0.4600	20038

Comment:

Node: POND 2

Scenario: Scenario1
 Type: Stage/Area
 Base Flow: 0.00 cfs
 Initial Stage: 11.00 ft
 Warning Stage: 18.00 ft

Stage [ft]	Area [ac]	Area [ft2]
11.00	0.1800	7841
12.00	0.2300	10019
13.00	0.2900	12632
14.00	0.4100	17860
15.00	0.5400	23522
16.00	0.6800	29621
17.00	0.8200	35719
18.00	0.9600	41818

Comment:

Node: Pond A & B

Scenario: Scenario1
 Type: Stage/Area
 Base Flow: 0.00 cfs
 Initial Stage: 13.00 ft
 Warning Stage: 15.00 ft

Stage [ft]	Area [ac]	Area [ft2]
13.00	0.0200	871
14.00	0.0400	1742
15.00	0.0800	3485

Comment:

Node: Pond C

Scenario: Scenario1
 Type: Stage/Area
 Base Flow: 0.00 cfs
 Initial Stage: 15.00 ft
 Warning Stage: 17.00 ft

Stage [ft]	Area [ac]	Area [ft2]
15.00	0.0100	436
16.00	0.0200	871
17.00	0.0400	1742

Comment:

Percolation Link: POND1_PERC

Scenario:	Scenario1	Surface Area Option:	Use 1st Point in Stage/Area Table
From Node:	POND 1		
To Node:	GROUNDWATER1	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	513.53 ft
Flow Direction:	Both	Perimeter 2:	827.22 ft
Aquifer Base Elevation:	0.00 ft	Perimeter 3:	3503.67 ft
Water Table Elevation:	9.70 ft	Distance P1 to P2:	50.00 ft
Annual Recharge Rate:	0 ipy	Distance P2 to P3:	450.00 ft
Horizontal Conductivity:	46.130 fpd	# of Cells P1 to P2:	10
Vertical Conductivity:	30.750 fpd	# of Cells P2 to P3:	45
Fillable Porosity:	0.300		
Layer Thickness:	2.30 ft		

Comment: SHWT EL, Vertical Conductivity and Horizontal Conductivity values averaged from borings for Pond 1. Perimeter 1 = EL 17 contour.

Percolation Link: POND2_PERC

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	POND 2		
To Node:	GROUNDWATER2	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	1520.33 ft
Flow Direction:	Both	Perimeter 2:	1844.53 ft
Aquifer Base Elevation:	0.00 ft	Perimeter 3:	4461.72 ft
Water Table Elevation:	8.90 ft	Distance P1 to P2:	50.00 ft
Annual Recharge Rate:	0 ipy	Distance P2 to P3:	450.00 ft
Horizontal Conductivity:	28.275 fpd	# of Cells P1 to P2:	10
Vertical Conductivity:	18.850 fpd	# of Cells P2 to P3:	45
Fillable Porosity:	0.300		
Layer Thickness:	2.10 ft		

Comment: SHWT EL, Vertical Conductivity and Horizontal Conductivity values averaged from borings for Pond 2. Perimeter 1 = EL 17 contour.

Percolation Link: PONDAB_PERC

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area Table
From Node:	Pond A & B		
To Node:	GROUNDWATER ABC	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	377.87 ft
Flow Direction:	Both	Perimeter 2:	604.13 ft
Aquifer Base Elevation:	0.00 ft	Perimeter 3:	1566.20 ft
Water Table Elevation:	10.10 ft	Distance P1 to P2:	50.00 ft

Annual Recharge Rate:	0 ipy	
Horizontal Conductivity:	46.130 fpd	Distance P2 to P3: 450.00 ft
Vertical Conductivity:	30.750 fpd	# of Cells P1 to P2: 10
Fillable Porosity:	0.300	# of Cells P2 to P3: 45
Layer Thickness:	2.90 ft	

Comment: Vertical Conductivity and Horizontal Conductivity values averaged from borings for Pond 1. Perimeter 1 = EL 15 contour.

Percolation Link: PONDC_PERC

Scenario:	Scenario1	Surface Area Option:	Vary Based on Stage/Area
From Node:	Pond C		Table
To Node:	GROUNDWATER ABC	Vertical Flow Termination:	Horizontal Flow Algorithm
Link Count:	1	Perimeter 1:	152.13 ft
Flow Direction:	Both	Perimeter 2:	461.40 ft
Aquifer Base Elevation:	0.00 ft	Perimeter 3:	1298.95 ft
Water Table Elevation:	10.10 ft	Distance P1 to P2:	50.00 ft
Annual Recharge Rate:	0 ipy	Distance P2 to P3:	450.00 ft
Horizontal Conductivity:	46.130 fpd	# of Cells P1 to P2:	10
Vertical Conductivity:	30.750 fpd	# of Cells P2 to P3:	45
Fillable Porosity:	0.300		
Layer Thickness:	4.90 ft		

Comment: Vertical Conductivity and Horizontal Conductivity values averaged from borings for Pond 1. Perimeter 1 = EL 17 contour.

Simulation: 100yr24hr

Scenario: Scenario1
Run Date/Time: 5/13/2022 2:19:52 PM
Program Version: ICPR4 4.05.02

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	48.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph
Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching: SAOR	IA Recovery Time: 24.0000 hr
Max Iterations: 6	ET for Manual Basins: False
Over-Relax Weight: 0.5 dec	
Fact:	
dZ Tolerance: 0.0010 ft	Smp/Man Basin Rain: Global
	Opt:
Max dZ: 1.0000 ft	OF Region Rain Opt: Region Specification
Link Optimizer Tol: 0.0001 ft	Rainfall Name: ~SCSII-24
	Rainfall Amount: 14.00 in
Edge Length Option: Automatic	Storm Duration: 24.0000 hr
Dflt Damping (2D): 0.0050 ft	Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (2D): 100 ft2	Min Node Srf Area (1D): 100 ft2
Energy Switch (2D): Energy	Energy Switch (1D): Energy

Comment:

Simulation: 10yr24hr

Scenario: Scenario1
Run Date/Time: 5/13/2022 2:20:09 PM
Program Version: ICPR4 4.05.02

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	48.0000
	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]	
Min Calculation Time:	60.0000	0.1000	900.0000	
Max Calculation Time:		30.0000		

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph
Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:

Vertical Layers Set:
 Impervious Set:
 Roughness Set:
 Crop Coef Set:
 Fillable Porosity Set:
 Conductivity Set:
 Leakage Set:

Tolerances & Options

Time Marching: SAOR	IA Recovery Time: 24.0000 hr
Max Iterations: 6	ET for Manual Basins: False
Over-Relax Weight 0.5 dec	
Fact:	
dZ Tolerance: 0.0010 ft	Smp/Man Basin Rain Global
	Opt:
Max dZ: 1.0000 ft	OF Region Rain Opt: Region Specification
Link Optimizer Tol: 0.0001 ft	Rainfall Name: ~SCSII-24
	Rainfall Amount: 10.00 in
Edge Length Option: Automatic	Storm Duration: 24.0000 hr
Dflt Damping (2D): 0.0050 ft	Dflt Damping (1D): 0.0050 ft
Min Node Srf Area 100 ft2	Min Node Srf Area 100 ft2
(2D):	(1D):
Energy Switch (2D): Energy	Energy Switch (1D): Energy

Comment:

Simulation: 25yr96hr

Scenario: Scenario1
 Run Date/Time: 5/13/2022 2:20:22 PM
 Program Version: ICPR4 4.05.02

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	450.0000
	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]	
Min Calculation Time:	60.0000	0.1000	900.0000	
Max Calculation Time:		30.0000		

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph
Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:
Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight: 0.5 dec
Fact:
dZ Tolerance: 0.0010 ft

Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

Edge Length Option: Automatic

Dflt Damping (2D): 0.0050 ft
Min Node Srf Area 100 ft2
(2D):

IA Recovery Time: 24.0000 hr
ET for Manual Basins: False

Smp/Man Basin Rain Global
Opt:
OF Region Rain Opt: Region Specification
Rainfall Name: ~SJRWMD-96
Rainfall Amount: 14.00 in
Storm Duration: 96.0000 hr

Dflt Damping (1D): 0.0050 ft
Min Node Srf Area 100 ft2
(1D):

Energy Switch (2D): Energy

Energy Switch (1D): Energy

Comment:

Node Max Conditions [Scenario1]

Node Name	Sim Name	Warning Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
GROUNDWAT ER ABC	100yr24hr	10.10	10.10	0.0000	1.48	0.00	0
GROUNDWAT ER1	100yr24hr	9.70	9.70	0.0000	3.14	0.00	0
GROUNDWAT ER2	100yr24hr	8.90	8.90	0.0000	7.04	0.00	0
POND 1	100yr24hr	18.00	17.78	0.0010	41.84	3.14	19553
POND 2	100yr24hr	18.00	16.89	0.0010	65.19	7.04	35018
Pond A & B	100yr24hr	15.00	14.66	0.0010	3.18	1.03	2890
Pond C	100yr24hr	17.00	16.46	0.0009	1.41	0.45	1271
GROUNDWAT ER ABC	10yr24hr	10.10	10.10	0.0000	0.86	0.00	0
GROUNDWAT ER1	10yr24hr	9.70	9.70	0.0000	2.40	0.00	0
GROUNDWAT ER2	10yr24hr	8.90	8.90	0.0000	5.22	0.00	0
POND 1	10yr24hr	18.00	15.74	0.0010	26.84	2.40	15553
POND 2	10yr24hr	18.00	15.16	0.0010	41.19	5.22	24471
Pond A & B	10yr24hr	15.00	14.00	0.0010	1.79	0.62	1740
Pond C	10yr24hr	17.00	15.58	0.0009	0.60	0.24	687
GROUNDWAT ER ABC	25yr96hr	10.10	10.10	0.0000	1.16	0.00	0
GROUNDWAT ER1	25yr96hr	9.70	9.70	0.0000	2.13	0.00	0
GROUNDWAT ER2	25yr96hr	8.90	8.90	0.0000	4.82	0.00	0
POND 1	25yr96hr	18.00	16.99	0.0010	23.57	2.13	17835
POND 2	25yr96hr	18.00	16.22	0.0010	36.86	4.82	30964
Pond A & B	25yr96hr	15.00	14.29	0.0010	1.84	0.80	2243
Pond C	25yr96hr	17.00	16.16	0.0010	0.85	0.36	1012

Pond 1 Recovery

1D Nodes - Time Series

1

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	0.0000	12.00
25yr96hr	POND 1	0.2511	12.00
25yr96hr	POND 1	0.5050	12.00
25yr96hr	POND 1	0.7527	12.00
25yr96hr	POND 1	1.0027	12.00
25yr96hr	POND 1	1.2527	12.00
25yr96hr	POND 1	1.5027	12.00
25yr96hr	POND 1	1.7527	12.00
25yr96hr	POND 1	2.0027	12.00
25yr96hr	POND 1	2.2527	12.00
25yr96hr	POND 1	2.5027	12.00
25yr96hr	POND 1	2.7527	12.00
25yr96hr	POND 1	3.0027	12.00
25yr96hr	POND 1	3.2527	12.00
25yr96hr	POND 1	3.5027	12.00
25yr96hr	POND 1	3.7527	12.00
25yr96hr	POND 1	4.0027	12.00
25yr96hr	POND 1	4.2527	12.00
25yr96hr	POND 1	4.5027	12.00
25yr96hr	POND 1	4.7527	12.00
25yr96hr	POND 1	5.0027	12.00
25yr96hr	POND 1	5.2527	12.00
25yr96hr	POND 1	5.5027	12.00
25yr96hr	POND 1	5.7527	12.00
25yr96hr	POND 1	6.0027	12.00
25yr96hr	POND 1	6.2527	12.00
25yr96hr	POND 1	6.5027	12.00
25yr96hr	POND 1	6.7527	12.00
25yr96hr	POND 1	7.0027	12.00
25yr96hr	POND 1	7.2527	12.00
25yr96hr	POND 1	7.5027	12.00
25yr96hr	POND 1	7.7527	12.00
25yr96hr	POND 1	8.0027	12.00
25yr96hr	POND 1	8.2527	12.00
25yr96hr	POND 1	8.5027	12.00
25yr96hr	POND 1	8.7527	12.00
25yr96hr	POND 1	9.0027	12.00
25yr96hr	POND 1	9.2527	12.00
25yr96hr	POND 1	9.5027	12.00
25yr96hr	POND 1	9.7527	12.00
25yr96hr	POND 1	10.0027	12.00
25yr96hr	POND 1	10.2527	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	10.5027	12.00
25yr96hr	POND 1	10.7527	12.00
25yr96hr	POND 1	11.0027	12.00
25yr96hr	POND 1	11.2527	12.00
25yr96hr	POND 1	11.5027	12.00
25yr96hr	POND 1	11.7527	12.00
25yr96hr	POND 1	12.0027	12.00
25yr96hr	POND 1	12.2527	12.00
25yr96hr	POND 1	12.5027	12.00
25yr96hr	POND 1	12.7527	12.00
25yr96hr	POND 1	13.0027	12.00
25yr96hr	POND 1	13.2527	12.00
25yr96hr	POND 1	13.5027	12.00
25yr96hr	POND 1	13.7527	12.00
25yr96hr	POND 1	14.0027	12.00
25yr96hr	POND 1	14.2527	12.00
25yr96hr	POND 1	14.5027	12.00
25yr96hr	POND 1	14.7527	12.00
25yr96hr	POND 1	15.0027	12.00
25yr96hr	POND 1	15.2527	12.00
25yr96hr	POND 1	15.5027	12.00
25yr96hr	POND 1	15.7527	12.00
25yr96hr	POND 1	16.0027	12.00
25yr96hr	POND 1	16.2527	12.00
25yr96hr	POND 1	16.5027	12.00
25yr96hr	POND 1	16.7527	12.00
25yr96hr	POND 1	17.0027	12.00
25yr96hr	POND 1	17.2527	12.00
25yr96hr	POND 1	17.5027	12.00
25yr96hr	POND 1	17.7527	12.00
25yr96hr	POND 1	18.0027	12.00
25yr96hr	POND 1	18.2527	12.00
25yr96hr	POND 1	18.5027	12.00
25yr96hr	POND 1	18.7527	12.00
25yr96hr	POND 1	19.0027	12.00
25yr96hr	POND 1	19.2527	12.00
25yr96hr	POND 1	19.5027	12.00
25yr96hr	POND 1	19.7527	12.00
25yr96hr	POND 1	20.0027	12.00
25yr96hr	POND 1	20.2527	12.00
25yr96hr	POND 1	20.5027	12.00
25yr96hr	POND 1	20.7527	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	21.0027	12.00
25yr96hr	POND 1	21.2527	12.00
25yr96hr	POND 1	21.5027	12.00
25yr96hr	POND 1	21.7527	12.00
25yr96hr	POND 1	22.0027	12.00
25yr96hr	POND 1	22.2527	12.00
25yr96hr	POND 1	22.5027	12.00
25yr96hr	POND 1	22.7527	12.00
25yr96hr	POND 1	23.0027	12.00
25yr96hr	POND 1	23.2527	12.00
25yr96hr	POND 1	23.5027	12.00
25yr96hr	POND 1	23.7527	12.00
25yr96hr	POND 1	24.0027	12.00
25yr96hr	POND 1	24.2527	12.00
25yr96hr	POND 1	24.5027	12.00
25yr96hr	POND 1	24.7527	12.00
25yr96hr	POND 1	25.0027	12.00
25yr96hr	POND 1	25.2527	12.00
25yr96hr	POND 1	25.5027	12.00
25yr96hr	POND 1	25.7527	12.00
25yr96hr	POND 1	26.0027	12.00
25yr96hr	POND 1	26.2527	12.00
25yr96hr	POND 1	26.5027	12.00
25yr96hr	POND 1	26.7527	12.00
25yr96hr	POND 1	27.0027	12.00
25yr96hr	POND 1	27.2527	12.00
25yr96hr	POND 1	27.5027	12.00
25yr96hr	POND 1	27.7527	12.00
25yr96hr	POND 1	28.0027	12.00
25yr96hr	POND 1	28.2527	12.00
25yr96hr	POND 1	28.5027	12.00
25yr96hr	POND 1	28.7527	12.00
25yr96hr	POND 1	29.0027	12.00
25yr96hr	POND 1	29.2527	12.00
25yr96hr	POND 1	29.5027	12.00
25yr96hr	POND 1	29.7527	12.00
25yr96hr	POND 1	30.0027	12.00
25yr96hr	POND 1	30.2527	12.00
25yr96hr	POND 1	30.5027	12.00
25yr96hr	POND 1	30.7527	12.00
25yr96hr	POND 1	31.0027	12.00
25yr96hr	POND 1	31.2527	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	31.5027	12.00
25yr96hr	POND 1	31.7527	12.00
25yr96hr	POND 1	32.0027	12.00
25yr96hr	POND 1	32.2527	12.00
25yr96hr	POND 1	32.5027	12.00
25yr96hr	POND 1	32.7527	12.00
25yr96hr	POND 1	33.0027	12.00
25yr96hr	POND 1	33.2527	12.00
25yr96hr	POND 1	33.5027	12.00
25yr96hr	POND 1	33.7527	12.00
25yr96hr	POND 1	34.0027	12.00
25yr96hr	POND 1	34.2527	12.00
25yr96hr	POND 1	34.5027	12.00
25yr96hr	POND 1	34.7527	12.00
25yr96hr	POND 1	35.0027	12.00
25yr96hr	POND 1	35.2527	12.00
25yr96hr	POND 1	35.5027	12.00
25yr96hr	POND 1	35.7527	12.00
25yr96hr	POND 1	36.0027	12.00
25yr96hr	POND 1	36.2527	12.00
25yr96hr	POND 1	36.5027	12.00
25yr96hr	POND 1	36.7527	12.00
25yr96hr	POND 1	37.0027	12.00
25yr96hr	POND 1	37.2527	12.00
25yr96hr	POND 1	37.5027	12.00
25yr96hr	POND 1	37.7527	12.00
25yr96hr	POND 1	38.0027	12.00
25yr96hr	POND 1	38.2527	12.00
25yr96hr	POND 1	38.5027	12.00
25yr96hr	POND 1	38.7527	12.00
25yr96hr	POND 1	39.0027	12.00
25yr96hr	POND 1	39.2527	12.00
25yr96hr	POND 1	39.5027	12.00
25yr96hr	POND 1	39.7527	12.00
25yr96hr	POND 1	40.0027	12.00
25yr96hr	POND 1	40.2527	12.00
25yr96hr	POND 1	40.5027	12.00
25yr96hr	POND 1	40.7527	12.00
25yr96hr	POND 1	41.0027	12.00
25yr96hr	POND 1	41.2527	12.00
25yr96hr	POND 1	41.5027	12.00
25yr96hr	POND 1	41.7527	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	42.0027	12.00
25yr96hr	POND 1	42.2527	12.00
25yr96hr	POND 1	42.5027	12.00
25yr96hr	POND 1	42.7527	12.00
25yr96hr	POND 1	43.0027	12.00
25yr96hr	POND 1	43.2527	12.00
25yr96hr	POND 1	43.5027	12.00
25yr96hr	POND 1	43.7527	12.00
25yr96hr	POND 1	44.0027	12.00
25yr96hr	POND 1	44.2527	12.00
25yr96hr	POND 1	44.5027	12.00
25yr96hr	POND 1	44.7527	12.00
25yr96hr	POND 1	45.0027	12.00
25yr96hr	POND 1	45.2527	12.00
25yr96hr	POND 1	45.5027	12.00
25yr96hr	POND 1	45.7527	12.00
25yr96hr	POND 1	46.0027	12.00
25yr96hr	POND 1	46.2527	12.00
25yr96hr	POND 1	46.5027	12.00
25yr96hr	POND 1	46.7527	12.00
25yr96hr	POND 1	47.0027	12.00
25yr96hr	POND 1	47.2527	12.00
25yr96hr	POND 1	47.5027	12.00
25yr96hr	POND 1	47.7527	12.00
25yr96hr	POND 1	48.0027	12.00
25yr96hr	POND 1	48.2527	12.00
25yr96hr	POND 1	48.5027	12.00
25yr96hr	POND 1	48.7527	12.00
25yr96hr	POND 1	49.0027	12.00
25yr96hr	POND 1	49.2527	12.00
25yr96hr	POND 1	49.5027	12.00
25yr96hr	POND 1	49.7527	12.00
25yr96hr	POND 1	50.0027	12.00
25yr96hr	POND 1	50.2527	12.00
25yr96hr	POND 1	50.5027	12.01
25yr96hr	POND 1	50.7527	12.01
25yr96hr	POND 1	51.0027	12.02
25yr96hr	POND 1	51.2527	12.02
25yr96hr	POND 1	51.5027	12.03
25yr96hr	POND 1	51.7527	12.04
25yr96hr	POND 1	52.0027	12.04
25yr96hr	POND 1	52.2527	12.05

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	52.5027	12.07
25yr96hr	POND 1	52.7527	12.08
25yr96hr	POND 1	53.0027	12.09
25yr96hr	POND 1	53.2527	12.11
25yr96hr	POND 1	53.5027	12.12
25yr96hr	POND 1	53.7527	12.14
25yr96hr	POND 1	54.0027	12.15
25yr96hr	POND 1	54.2527	12.17
25yr96hr	POND 1	54.5044	12.19
25yr96hr	POND 1	54.7544	12.22
25yr96hr	POND 1	55.0036	12.24
25yr96hr	POND 1	55.2569	12.26
25yr96hr	POND 1	55.5027	12.29
25yr96hr	POND 1	55.7527	12.31
25yr96hr	POND 1	56.0027	12.34
25yr96hr	POND 1	56.2505	12.37
25yr96hr	POND 1	56.5026	12.41
25yr96hr	POND 1	56.7532	12.46
25yr96hr	POND 1	57.0024	12.51
25yr96hr	POND 1	57.2521	12.55
25yr96hr	POND 1	57.5030	12.60
25yr96hr	POND 1	57.7512	12.64
25yr96hr	POND 1	58.0046	12.69
25yr96hr	POND 1	58.2502	12.75
25yr96hr	POND 1	58.5005	12.84
25yr96hr	POND 1	58.7517	12.94
25yr96hr	POND 1	59.0012	13.03
25yr96hr	POND 1	59.2502	13.16
25yr96hr	POND 1	59.5008	13.33
25yr96hr	POND 1	59.7501	14.02
25yr96hr	POND 1	60.0001	15.32
25yr96hr	POND 1	60.2502	16.22
25yr96hr	POND 1	60.5005	16.55
25yr96hr	POND 1	60.7505	16.71
25yr96hr	POND 1	61.0010	16.78
25yr96hr	POND 1	61.2510	16.83
25yr96hr	POND 1	61.5004	16.86
25yr96hr	POND 1	61.7503	16.89
25yr96hr	POND 1	62.0000	16.92
25yr96hr	POND 1	62.2508	16.94
25yr96hr	POND 1	62.5003	16.94
25yr96hr	POND 1	62.7522	16.95

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	63.0020	16.95
25yr96hr	POND 1	63.2507	16.96
25yr96hr	POND 1	63.5059	16.96
25yr96hr	POND 1	63.7535	16.97
25yr96hr	POND 1	64.0035	16.98
25yr96hr	POND 1	64.2535	16.99
25yr96hr	POND 1	64.5035	16.98
25yr96hr	POND 1	64.7535	16.97
25yr96hr	POND 1	65.0035	16.96
25yr96hr	POND 1	65.2535	16.96
25yr96hr	POND 1	65.5035	16.95
25yr96hr	POND 1	65.7535	16.95
25yr96hr	POND 1	66.0035	16.94
25yr96hr	POND 1	66.2535	16.94
25yr96hr	POND 1	66.5035	16.93
25yr96hr	POND 1	66.7535	16.93
25yr96hr	POND 1	67.0035	16.93
25yr96hr	POND 1	67.2535	16.93
25yr96hr	POND 1	67.5035	16.93
25yr96hr	POND 1	67.7535	16.92
25yr96hr	POND 1	68.0035	16.92
25yr96hr	POND 1	68.2535	16.92
25yr96hr	POND 1	68.5035	16.91
25yr96hr	POND 1	68.7535	16.90
25yr96hr	POND 1	69.0035	16.89
25yr96hr	POND 1	69.2535	16.88
25yr96hr	POND 1	69.5035	16.87
25yr96hr	POND 1	69.7535	16.86
25yr96hr	POND 1	70.0035	16.86
25yr96hr	POND 1	70.2535	16.85
25yr96hr	POND 1	70.5035	16.84
25yr96hr	POND 1	70.7535	16.83
25yr96hr	POND 1	71.0035	16.83
25yr96hr	POND 1	71.2535	16.82
25yr96hr	POND 1	71.5035	16.81
25yr96hr	POND 1	71.7535	16.81
25yr96hr	POND 1	72.0035	16.80
25yr96hr	POND 1	72.2535	16.79
25yr96hr	POND 1	72.5035	16.78
25yr96hr	POND 1	72.7535	16.77
25yr96hr	POND 1	73.0035	16.75
25yr96hr	POND 1	73.2535	16.74

MAX STAGE
HR = 64.25
STAGE = 16.99

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	73.5035	16.72
25yr96hr	POND 1	73.7535	16.71
25yr96hr	POND 1	74.0035	16.70
25yr96hr	POND 1	74.2535	16.68
25yr96hr	POND 1	74.5035	16.67
25yr96hr	POND 1	74.7535	16.66
25yr96hr	POND 1	75.0035	16.65
25yr96hr	POND 1	75.2535	16.63
25yr96hr	POND 1	75.5035	16.62
25yr96hr	POND 1	75.7535	16.61
25yr96hr	POND 1	76.0035	16.60
25yr96hr	POND 1	76.2535	16.59
25yr96hr	POND 1	76.5035	16.58
25yr96hr	POND 1	76.7535	16.57
25yr96hr	POND 1	77.0035	16.55
25yr96hr	POND 1	77.2535	16.54
25yr96hr	POND 1	77.5035	16.53
25yr96hr	POND 1	77.7535	16.52
25yr96hr	POND 1	78.0035	16.51
25yr96hr	POND 1	78.2535	16.50
25yr96hr	POND 1	78.5035	16.49
25yr96hr	POND 1	78.7535	16.49
25yr96hr	POND 1	79.0035	16.48
25yr96hr	POND 1	79.2535	16.47
25yr96hr	POND 1	79.5035	16.46
25yr96hr	POND 1	79.7535	16.45
25yr96hr	POND 1	80.0035	16.44
25yr96hr	POND 1	80.2535	16.43
25yr96hr	POND 1	80.5035	16.42
25yr96hr	POND 1	80.7535	16.42
25yr96hr	POND 1	81.0035	16.41
25yr96hr	POND 1	81.2535	16.40
25yr96hr	POND 1	81.5035	16.39
25yr96hr	POND 1	81.7535	16.38
25yr96hr	POND 1	82.0035	16.38
25yr96hr	POND 1	82.2535	16.37
25yr96hr	POND 1	82.5035	16.36
25yr96hr	POND 1	82.7535	16.35
25yr96hr	POND 1	83.0035	16.35
25yr96hr	POND 1	83.2535	16.34
25yr96hr	POND 1	83.5035	16.33
25yr96hr	POND 1	83.7535	16.32

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	84.0035	16.32
25yr96hr	POND 1	84.2535	16.31
25yr96hr	POND 1	84.5035	16.30
25yr96hr	POND 1	84.7535	16.30
25yr96hr	POND 1	85.0035	16.29
25yr96hr	POND 1	85.2535	16.28
25yr96hr	POND 1	85.5035	16.28
25yr96hr	POND 1	85.7535	16.27
25yr96hr	POND 1	86.0035	16.27
25yr96hr	POND 1	86.2535	16.26
25yr96hr	POND 1	86.5035	16.25
25yr96hr	POND 1	86.7535	16.25
25yr96hr	POND 1	87.0035	16.24
25yr96hr	POND 1	87.2535	16.24
25yr96hr	POND 1	87.5035	16.23
25yr96hr	POND 1	87.7535	16.23
25yr96hr	POND 1	88.0035	16.22
25yr96hr	POND 1	88.2535	16.21
25yr96hr	POND 1	88.5035	16.21
25yr96hr	POND 1	88.7535	16.20
25yr96hr	POND 1	89.0035	16.20
25yr96hr	POND 1	89.2535	16.19
25yr96hr	POND 1	89.5035	16.19
25yr96hr	POND 1	89.7535	16.18
25yr96hr	POND 1	90.0035	16.18
25yr96hr	POND 1	90.2535	16.18
25yr96hr	POND 1	90.5035	16.17
25yr96hr	POND 1	90.7535	16.17
25yr96hr	POND 1	91.0035	16.16
25yr96hr	POND 1	91.2535	16.16
25yr96hr	POND 1	91.5035	16.15
25yr96hr	POND 1	91.7535	16.15
25yr96hr	POND 1	92.0035	16.14
25yr96hr	POND 1	92.2535	16.14
25yr96hr	POND 1	92.5035	16.14
25yr96hr	POND 1	92.7535	16.13
25yr96hr	POND 1	93.0035	16.13
25yr96hr	POND 1	93.2535	16.12
25yr96hr	POND 1	93.5035	16.12
25yr96hr	POND 1	93.7535	16.12
25yr96hr	POND 1	94.0035	16.11
25yr96hr	POND 1	94.2535	16.11

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	94.5035	16.10
25yr96hr	POND 1	94.7535	16.10
25yr96hr	POND 1	95.0035	16.10
25yr96hr	POND 1	95.2535	16.09
25yr96hr	POND 1	95.5035	16.09
25yr96hr	POND 1	95.7535	16.09
25yr96hr	POND 1	96.0035	16.08
25yr96hr	POND 1	96.2535	16.08
25yr96hr	POND 1	96.5035	16.06
25yr96hr	POND 1	96.7535	16.05
25yr96hr	POND 1	97.0035	16.03
25yr96hr	POND 1	97.2535	16.02
25yr96hr	POND 1	97.5035	16.00
25yr96hr	POND 1	97.7535	15.99
25yr96hr	POND 1	98.0035	15.98
25yr96hr	POND 1	98.2535	15.96
25yr96hr	POND 1	98.5035	15.95
25yr96hr	POND 1	98.7535	15.93
25yr96hr	POND 1	99.0035	15.92
25yr96hr	POND 1	99.2535	15.91
25yr96hr	POND 1	99.5035	15.89
25yr96hr	POND 1	99.7535	15.88
25yr96hr	POND 1	100.0035	15.87
25yr96hr	POND 1	100.2535	15.86
25yr96hr	POND 1	100.5035	15.84
25yr96hr	POND 1	100.7535	15.83
25yr96hr	POND 1	101.0035	15.82
25yr96hr	POND 1	101.2535	15.81
25yr96hr	POND 1	101.5035	15.79
25yr96hr	POND 1	101.7535	15.78
25yr96hr	POND 1	102.0035	15.77
25yr96hr	POND 1	102.2535	15.76
25yr96hr	POND 1	102.5035	15.74
25yr96hr	POND 1	102.7535	15.73
25yr96hr	POND 1	103.0035	15.72
25yr96hr	POND 1	103.2535	15.71
25yr96hr	POND 1	103.5035	15.70
25yr96hr	POND 1	103.7535	15.68
25yr96hr	POND 1	104.0035	15.67
25yr96hr	POND 1	104.2535	15.66
25yr96hr	POND 1	104.5035	15.65
25yr96hr	POND 1	104.7535	15.64

END DESIGN
STORM
HR = 96
STAGE = 16.08

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	105.0035	15.63
25yr96hr	POND 1	105.2535	15.62
25yr96hr	POND 1	105.5035	15.60
25yr96hr	POND 1	105.7535	15.59
25yr96hr	POND 1	106.0035	15.58
25yr96hr	POND 1	106.2535	15.57
25yr96hr	POND 1	106.5035	15.56
25yr96hr	POND 1	106.7535	15.55
25yr96hr	POND 1	107.0035	15.54
25yr96hr	POND 1	107.2535	15.53
25yr96hr	POND 1	107.5035	15.52
25yr96hr	POND 1	107.7535	15.51
25yr96hr	POND 1	108.0035	15.49
25yr96hr	POND 1	108.2535	15.48
25yr96hr	POND 1	108.5035	15.47
25yr96hr	POND 1	108.7535	15.46
25yr96hr	POND 1	109.0035	15.45
25yr96hr	POND 1	109.2535	15.44
25yr96hr	POND 1	109.5035	15.43
25yr96hr	POND 1	109.7535	15.42
25yr96hr	POND 1	110.0035	15.41
25yr96hr	POND 1	110.2535	15.40
25yr96hr	POND 1	110.5035	15.39
25yr96hr	POND 1	110.7535	15.38
25yr96hr	POND 1	111.0035	15.37
25yr96hr	POND 1	111.2535	15.36
25yr96hr	POND 1	111.5035	15.35
25yr96hr	POND 1	111.7535	15.34
25yr96hr	POND 1	112.0035	15.33
25yr96hr	POND 1	112.2535	15.32
25yr96hr	POND 1	112.5035	15.31
25yr96hr	POND 1	112.7535	15.30
25yr96hr	POND 1	113.0035	15.29
25yr96hr	POND 1	113.2535	15.28
25yr96hr	POND 1	113.5035	15.27
25yr96hr	POND 1	113.7535	15.26
25yr96hr	POND 1	114.0035	15.25
25yr96hr	POND 1	114.2535	15.24
25yr96hr	POND 1	114.5035	15.23
25yr96hr	POND 1	114.7535	15.23
25yr96hr	POND 1	115.0035	15.22
25yr96hr	POND 1	115.2535	15.21

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	115.5035	15.20
25yr96hr	POND 1	115.7535	15.19
25yr96hr	POND 1	116.0035	15.18
25yr96hr	POND 1	116.2535	15.17
25yr96hr	POND 1	116.5035	15.16
25yr96hr	POND 1	116.7535	15.15
25yr96hr	POND 1	117.0035	15.14
25yr96hr	POND 1	117.2535	15.13
25yr96hr	POND 1	117.5035	15.12
25yr96hr	POND 1	117.7535	15.12
25yr96hr	POND 1	118.0035	15.11
25yr96hr	POND 1	118.2535	15.10
25yr96hr	POND 1	118.5035	15.09
25yr96hr	POND 1	118.7535	15.08
25yr96hr	POND 1	119.0035	15.07
25yr96hr	POND 1	119.2535	15.06
25yr96hr	POND 1	119.5035	15.05
25yr96hr	POND 1	119.7535	15.05
25yr96hr	POND 1	120.0035	15.04
25yr96hr	POND 1	120.2535	15.03
25yr96hr	POND 1	120.5035	15.02
25yr96hr	POND 1	120.7535	15.01
25yr96hr	POND 1	121.0035	15.00
25yr96hr	POND 1	121.2535	14.99
25yr96hr	POND 1	121.5035	14.99
25yr96hr	POND 1	121.7535	14.98
25yr96hr	POND 1	122.0035	14.97
25yr96hr	POND 1	122.2535	14.96
25yr96hr	POND 1	122.5035	14.95
25yr96hr	POND 1	122.7535	14.94
25yr96hr	POND 1	123.0035	14.94
25yr96hr	POND 1	123.2535	14.93
25yr96hr	POND 1	123.5035	14.92
25yr96hr	POND 1	123.7535	14.91
25yr96hr	POND 1	124.0035	14.90
25yr96hr	POND 1	124.2535	14.90
25yr96hr	POND 1	124.5035	14.89
25yr96hr	POND 1	124.7535	14.88
25yr96hr	POND 1	125.0035	14.87
25yr96hr	POND 1	125.2535	14.86
25yr96hr	POND 1	125.5035	14.86
25yr96hr	POND 1	125.7535	14.85

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	126.0035	14.84
25yr96hr	POND 1	126.2535	14.83
25yr96hr	POND 1	126.5035	14.82
25yr96hr	POND 1	126.7535	14.82
25yr96hr	POND 1	127.0035	14.81
25yr96hr	POND 1	127.2535	14.80
25yr96hr	POND 1	127.5035	14.79
25yr96hr	POND 1	127.7535	14.79
25yr96hr	POND 1	128.0035	14.78
25yr96hr	POND 1	128.2535	14.77
25yr96hr	POND 1	128.5035	14.76
25yr96hr	POND 1	128.7535	14.76
25yr96hr	POND 1	129.0035	14.75
25yr96hr	POND 1	129.2535	14.74
25yr96hr	POND 1	129.5035	14.73
25yr96hr	POND 1	129.7535	14.73
25yr96hr	POND 1	130.0035	14.72
25yr96hr	POND 1	130.2535	14.71
25yr96hr	POND 1	130.5035	14.70
25yr96hr	POND 1	130.7535	14.70
25yr96hr	POND 1	131.0035	14.69
25yr96hr	POND 1	131.2535	14.68
25yr96hr	POND 1	131.5035	14.68
25yr96hr	POND 1	131.7535	14.67
25yr96hr	POND 1	132.0035	14.66
25yr96hr	POND 1	132.2535	14.65
25yr96hr	POND 1	132.5035	14.65
25yr96hr	POND 1	132.7535	14.64
25yr96hr	POND 1	133.0035	14.63
25yr96hr	POND 1	133.2535	14.63
25yr96hr	POND 1	133.5035	14.62
25yr96hr	POND 1	133.7535	14.61
25yr96hr	POND 1	134.0035	14.60
25yr96hr	POND 1	134.2535	14.60
25yr96hr	POND 1	134.5035	14.59
25yr96hr	POND 1	134.7535	14.58
25yr96hr	POND 1	135.0035	14.58
25yr96hr	POND 1	135.2535	14.57
25yr96hr	POND 1	135.5035	14.56
25yr96hr	POND 1	135.7535	14.56
25yr96hr	POND 1	136.0035	14.55
25yr96hr	POND 1	136.2535	14.54

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	136.5035	14.54
25yr96hr	POND 1	136.7535	14.53
25yr96hr	POND 1	137.0035	14.52
25yr96hr	POND 1	137.2535	14.52
25yr96hr	POND 1	137.5035	14.51
25yr96hr	POND 1	137.7535	14.50
25yr96hr	POND 1	138.0035	14.50
25yr96hr	POND 1	138.2535	14.49
25yr96hr	POND 1	138.5035	14.48
25yr96hr	POND 1	138.7535	14.48
25yr96hr	POND 1	139.0035	14.47
25yr96hr	POND 1	139.2535	14.46
25yr96hr	POND 1	139.5035	14.46
25yr96hr	POND 1	139.7535	14.45
25yr96hr	POND 1	140.0035	14.44
25yr96hr	POND 1	140.2535	14.44
25yr96hr	POND 1	140.5035	14.43
25yr96hr	POND 1	140.7535	14.42
25yr96hr	POND 1	141.0035	14.42
25yr96hr	POND 1	141.2535	14.41
25yr96hr	POND 1	141.5035	14.40
25yr96hr	POND 1	141.7535	14.40
25yr96hr	POND 1	142.0035	14.39
25yr96hr	POND 1	142.2535	14.39
25yr96hr	POND 1	142.5035	14.38
25yr96hr	POND 1	142.7535	14.37
25yr96hr	POND 1	143.0035	14.37
25yr96hr	POND 1	143.2535	14.36
25yr96hr	POND 1	143.5035	14.35
25yr96hr	POND 1	143.7535	14.35
25yr96hr	POND 1	144.0035	14.34
25yr96hr	POND 1	144.2535	14.34
25yr96hr	POND 1	144.5035	14.33
25yr96hr	POND 1	144.7535	14.32
25yr96hr	POND 1	145.0035	14.32
25yr96hr	POND 1	145.2535	14.31
25yr96hr	POND 1	145.5035	14.31
25yr96hr	POND 1	145.7535	14.30
25yr96hr	POND 1	146.0035	14.29
25yr96hr	POND 1	146.2535	14.29
25yr96hr	POND 1	146.5035	14.28
25yr96hr	POND 1	146.7535	14.28

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	147.0035	14.27
25yr96hr	POND 1	147.2535	14.26
25yr96hr	POND 1	147.5035	14.26
25yr96hr	POND 1	147.7535	14.25
25yr96hr	POND 1	148.0035	14.25
25yr96hr	POND 1	148.2535	14.24
25yr96hr	POND 1	148.5035	14.23
25yr96hr	POND 1	148.7535	14.23
25yr96hr	POND 1	149.0035	14.22
25yr96hr	POND 1	149.2535	14.22
25yr96hr	POND 1	149.5035	14.21
25yr96hr	POND 1	149.7535	14.21
25yr96hr	POND 1	150.0035	14.20
25yr96hr	POND 1	150.2535	14.19
25yr96hr	POND 1	150.5035	14.19
25yr96hr	POND 1	150.7535	14.18
25yr96hr	POND 1	151.0035	14.18
25yr96hr	POND 1	151.2535	14.17
25yr96hr	POND 1	151.5035	14.17
25yr96hr	POND 1	151.7535	14.16
25yr96hr	POND 1	152.0035	14.15
25yr96hr	POND 1	152.2535	14.15
25yr96hr	POND 1	152.5035	14.14
25yr96hr	POND 1	152.7535	14.14
25yr96hr	POND 1	153.0035	14.13
25yr96hr	POND 1	153.2535	14.13
25yr96hr	POND 1	153.5035	14.12
25yr96hr	POND 1	153.7535	14.12
25yr96hr	POND 1	154.0035	14.11
25yr96hr	POND 1	154.2535	14.10
25yr96hr	POND 1	154.5035	14.10
25yr96hr	POND 1	154.7535	14.09
25yr96hr	POND 1	155.0035	14.09
25yr96hr	POND 1	155.2535	14.08
25yr96hr	POND 1	155.5035	14.08
25yr96hr	POND 1	155.7535	14.07
25yr96hr	POND 1	156.0035	14.07
25yr96hr	POND 1	156.2535	14.06
25yr96hr	POND 1	156.5035	14.06
25yr96hr	POND 1	156.7535	14.05
25yr96hr	POND 1	157.0035	14.05
25yr96hr	POND 1	157.2535	14.04

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	157.5035	14.03
25yr96hr	POND 1	157.7535	14.03
25yr96hr	POND 1	158.0035	14.02
25yr96hr	POND 1	158.2535	14.02
25yr96hr	POND 1	158.5035	14.01
25yr96hr	POND 1	158.7535	14.01
25yr96hr	POND 1	159.0035	14.00
25yr96hr	POND 1	159.2535	14.00
25yr96hr	POND 1	159.5035	13.99
25yr96hr	POND 1	159.7535	13.99
25yr96hr	POND 1	160.0035	13.98
25yr96hr	POND 1	160.2535	13.98
25yr96hr	POND 1	160.5035	13.97
25yr96hr	POND 1	160.7535	13.97
25yr96hr	POND 1	161.0035	13.96
25yr96hr	POND 1	161.2535	13.96
25yr96hr	POND 1	161.5035	13.95
25yr96hr	POND 1	161.7535	13.95
25yr96hr	POND 1	162.0035	13.94
25yr96hr	POND 1	162.2535	13.94
25yr96hr	POND 1	162.5035	13.93
25yr96hr	POND 1	162.7535	13.93
25yr96hr	POND 1	163.0035	13.92
25yr96hr	POND 1	163.2535	13.92
25yr96hr	POND 1	163.5035	13.91
25yr96hr	POND 1	163.7535	13.91
25yr96hr	POND 1	164.0035	13.90
25yr96hr	POND 1	164.2535	13.90
25yr96hr	POND 1	164.5035	13.89
25yr96hr	POND 1	164.7535	13.89
25yr96hr	POND 1	165.0035	13.88
25yr96hr	POND 1	165.2535	13.88
25yr96hr	POND 1	165.5035	13.87
25yr96hr	POND 1	165.7535	13.87
25yr96hr	POND 1	166.0035	13.86
25yr96hr	POND 1	166.2535	13.86
25yr96hr	POND 1	166.5035	13.85
25yr96hr	POND 1	166.7535	13.85
25yr96hr	POND 1	167.0035	13.84
25yr96hr	POND 1	167.2535	13.84
25yr96hr	POND 1	167.5035	13.83
25yr96hr	POND 1	167.7535	13.83

47,044.8 CF STORAGE VOLUME BETWEEN EL 13.82 & EL 17.00.
 REQUIRED TREATMENT VOLUME = 8,728 CF.
 THEREFORE, POND 1 RECOVERS REQD. TREATMENT VOLUME WITHIN 72
 HRS AFTER DESIGN STORM EVENT.

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	168.0035	13.82
25yr96hr	POND 1	168.2535	13.82
25yr96hr	POND 1	168.5035	13.81
25yr96hr	POND 1	168.7535	13.81
25yr96hr	POND 1	169.0035	13.80
25yr96hr	POND 1	169.2535	13.80
25yr96hr	POND 1	169.5035	13.80
25yr96hr	POND 1	169.7535	13.79
25yr96hr	POND 1	170.0035	13.79
25yr96hr	POND 1	170.2535	13.78
25yr96hr	POND 1	170.5035	13.78
25yr96hr	POND 1	170.7535	13.77
25yr96hr	POND 1	171.0035	13.77
25yr96hr	POND 1	171.2535	13.76
25yr96hr	POND 1	171.5035	13.76
25yr96hr	POND 1	171.7535	13.75
25yr96hr	POND 1	172.0035	13.75
25yr96hr	POND 1	172.2535	13.74
25yr96hr	POND 1	172.5035	13.74
25yr96hr	POND 1	172.7535	13.74
25yr96hr	POND 1	173.0035	13.73
25yr96hr	POND 1	173.2535	13.73
25yr96hr	POND 1	173.5035	13.72
25yr96hr	POND 1	173.7535	13.72
25yr96hr	POND 1	174.0035	13.71
25yr96hr	POND 1	174.2535	13.71
25yr96hr	POND 1	174.5035	13.70
25yr96hr	POND 1	174.7535	13.70
25yr96hr	POND 1	175.0035	13.69
25yr96hr	POND 1	175.2535	13.69
25yr96hr	POND 1	175.5035	13.69
25yr96hr	POND 1	175.7535	13.68
25yr96hr	POND 1	176.0035	13.68
25yr96hr	POND 1	176.2535	13.67
25yr96hr	POND 1	176.5035	13.67
25yr96hr	POND 1	176.7535	13.66
25yr96hr	POND 1	177.0035	13.66
25yr96hr	POND 1	177.2535	13.65
25yr96hr	POND 1	177.5035	13.65
25yr96hr	POND 1	177.7535	13.65
25yr96hr	POND 1	178.0035	13.64
25yr96hr	POND 1	178.2535	13.64

72 HRS AFTER
 DESIGN STORM
 HR = 168
 STAGE = 13.82

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	178.5035	13.63
25yr96hr	POND 1	178.7535	13.63
25yr96hr	POND 1	179.0035	13.62
25yr96hr	POND 1	179.2535	13.62
25yr96hr	POND 1	179.5035	13.62
25yr96hr	POND 1	179.7535	13.61
25yr96hr	POND 1	180.0035	13.61
25yr96hr	POND 1	180.2535	13.60
25yr96hr	POND 1	180.5035	13.60
25yr96hr	POND 1	180.7535	13.59
25yr96hr	POND 1	181.0035	13.59
25yr96hr	POND 1	181.2535	13.59
25yr96hr	POND 1	181.5035	13.58
25yr96hr	POND 1	181.7535	13.58
25yr96hr	POND 1	182.0035	13.57
25yr96hr	POND 1	182.2535	13.57
25yr96hr	POND 1	182.5035	13.57
25yr96hr	POND 1	182.7535	13.56
25yr96hr	POND 1	183.0035	13.56
25yr96hr	POND 1	183.2535	13.55
25yr96hr	POND 1	183.5035	13.55
25yr96hr	POND 1	183.7535	13.54
25yr96hr	POND 1	184.0035	13.54
25yr96hr	POND 1	184.2535	13.54
25yr96hr	POND 1	184.5035	13.53
25yr96hr	POND 1	184.7535	13.53
25yr96hr	POND 1	185.0035	13.52
25yr96hr	POND 1	185.2535	13.52
25yr96hr	POND 1	185.5035	13.52
25yr96hr	POND 1	185.7535	13.51
25yr96hr	POND 1	186.0035	13.51
25yr96hr	POND 1	186.2535	13.50
25yr96hr	POND 1	186.5035	13.50
25yr96hr	POND 1	186.7535	13.50
25yr96hr	POND 1	187.0035	13.49
25yr96hr	POND 1	187.2535	13.49
25yr96hr	POND 1	187.5035	13.48
25yr96hr	POND 1	187.7535	13.48
25yr96hr	POND 1	188.0035	13.48
25yr96hr	POND 1	188.2535	13.47
25yr96hr	POND 1	188.5035	13.47
25yr96hr	POND 1	188.7535	13.46

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	189.0035	13.46
25yr96hr	POND 1	189.2535	13.46
25yr96hr	POND 1	189.5035	13.45
25yr96hr	POND 1	189.7535	13.45
25yr96hr	POND 1	190.0035	13.44
25yr96hr	POND 1	190.2535	13.44
25yr96hr	POND 1	190.5035	13.44
25yr96hr	POND 1	190.7535	13.43
25yr96hr	POND 1	191.0035	13.43
25yr96hr	POND 1	191.2535	13.42
25yr96hr	POND 1	191.5035	13.42
25yr96hr	POND 1	191.7535	13.42
25yr96hr	POND 1	192.0035	13.41
25yr96hr	POND 1	192.2535	13.41
25yr96hr	POND 1	192.5035	13.41
25yr96hr	POND 1	192.7535	13.40
25yr96hr	POND 1	193.0035	13.40
25yr96hr	POND 1	193.2535	13.39
25yr96hr	POND 1	193.5035	13.39
25yr96hr	POND 1	193.7535	13.39
25yr96hr	POND 1	194.0035	13.38
25yr96hr	POND 1	194.2535	13.38
25yr96hr	POND 1	194.5035	13.37
25yr96hr	POND 1	194.7535	13.37
25yr96hr	POND 1	195.0035	13.37
25yr96hr	POND 1	195.2535	13.36
25yr96hr	POND 1	195.5035	13.36
25yr96hr	POND 1	195.7535	13.36
25yr96hr	POND 1	196.0035	13.35
25yr96hr	POND 1	196.2535	13.35
25yr96hr	POND 1	196.5035	13.34
25yr96hr	POND 1	196.7535	13.34
25yr96hr	POND 1	197.0035	13.34
25yr96hr	POND 1	197.2535	13.33
25yr96hr	POND 1	197.5035	13.33
25yr96hr	POND 1	197.7535	13.33
25yr96hr	POND 1	198.0035	13.32
25yr96hr	POND 1	198.2535	13.32
25yr96hr	POND 1	198.5035	13.32
25yr96hr	POND 1	198.7535	13.31
25yr96hr	POND 1	199.0035	13.31
25yr96hr	POND 1	199.2535	13.30

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	199.5035	13.30
25yr96hr	POND 1	199.7535	13.30
25yr96hr	POND 1	200.0035	13.29
25yr96hr	POND 1	200.2535	13.29
25yr96hr	POND 1	200.5035	13.29
25yr96hr	POND 1	200.7535	13.28
25yr96hr	POND 1	201.0035	13.28
25yr96hr	POND 1	201.2535	13.28
25yr96hr	POND 1	201.5035	13.27
25yr96hr	POND 1	201.7535	13.27
25yr96hr	POND 1	202.0035	13.27
25yr96hr	POND 1	202.2535	13.26
25yr96hr	POND 1	202.5035	13.26
25yr96hr	POND 1	202.7535	13.25
25yr96hr	POND 1	203.0035	13.25
25yr96hr	POND 1	203.2535	13.25
25yr96hr	POND 1	203.5035	13.24
25yr96hr	POND 1	203.7535	13.24
25yr96hr	POND 1	204.0035	13.24
25yr96hr	POND 1	204.2535	13.23
25yr96hr	POND 1	204.5035	13.23
25yr96hr	POND 1	204.7535	13.23
25yr96hr	POND 1	205.0035	13.22
25yr96hr	POND 1	205.2535	13.22
25yr96hr	POND 1	205.5035	13.22
25yr96hr	POND 1	205.7535	13.21
25yr96hr	POND 1	206.0035	13.21
25yr96hr	POND 1	206.2535	13.21
25yr96hr	POND 1	206.5035	13.20
25yr96hr	POND 1	206.7535	13.20
25yr96hr	POND 1	207.0035	13.20
25yr96hr	POND 1	207.2535	13.19
25yr96hr	POND 1	207.5035	13.19
25yr96hr	POND 1	207.7535	13.19
25yr96hr	POND 1	208.0035	13.18
25yr96hr	POND 1	208.2535	13.18
25yr96hr	POND 1	208.5035	13.18
25yr96hr	POND 1	208.7535	13.17
25yr96hr	POND 1	209.0035	13.17
25yr96hr	POND 1	209.2535	13.16
25yr96hr	POND 1	209.5035	13.16
25yr96hr	POND 1	209.7535	13.16

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	210.0035	13.15
25yr96hr	POND 1	210.2535	13.15
25yr96hr	POND 1	210.5035	13.15
25yr96hr	POND 1	210.7535	13.14
25yr96hr	POND 1	211.0035	13.14
25yr96hr	POND 1	211.2535	13.14
25yr96hr	POND 1	211.5035	13.14
25yr96hr	POND 1	211.7535	13.13
25yr96hr	POND 1	212.0035	13.13
25yr96hr	POND 1	212.2535	13.13
25yr96hr	POND 1	212.5035	13.12
25yr96hr	POND 1	212.7535	13.12
25yr96hr	POND 1	213.0035	13.12
25yr96hr	POND 1	213.2535	13.11
25yr96hr	POND 1	213.5035	13.11
25yr96hr	POND 1	213.7535	13.11
25yr96hr	POND 1	214.0035	13.10
25yr96hr	POND 1	214.2535	13.10
25yr96hr	POND 1	214.5035	13.10
25yr96hr	POND 1	214.7535	13.09
25yr96hr	POND 1	215.0035	13.09
25yr96hr	POND 1	215.2535	13.09
25yr96hr	POND 1	215.5035	13.08
25yr96hr	POND 1	215.7535	13.08
25yr96hr	POND 1	216.0035	13.08
25yr96hr	POND 1	216.2535	13.07
25yr96hr	POND 1	216.5035	13.07
25yr96hr	POND 1	216.7535	13.07
25yr96hr	POND 1	217.0035	13.06
25yr96hr	POND 1	217.2535	13.06
25yr96hr	POND 1	217.5035	13.06
25yr96hr	POND 1	217.7535	13.05
25yr96hr	POND 1	218.0035	13.05
25yr96hr	POND 1	218.2535	13.05
25yr96hr	POND 1	218.5035	13.04
25yr96hr	POND 1	218.7535	13.04
25yr96hr	POND 1	219.0035	13.04
25yr96hr	POND 1	219.2535	13.04
25yr96hr	POND 1	219.5035	13.03
25yr96hr	POND 1	219.7535	13.03
25yr96hr	POND 1	220.0035	13.03
25yr96hr	POND 1	220.2535	13.02

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	220.5035	13.02
25yr96hr	POND 1	220.7535	13.02
25yr96hr	POND 1	221.0035	13.01
25yr96hr	POND 1	221.2535	13.01
25yr96hr	POND 1	221.5035	13.01
25yr96hr	POND 1	221.7535	13.00
25yr96hr	POND 1	222.0035	13.00
25yr96hr	POND 1	222.2535	13.00
25yr96hr	POND 1	222.5035	13.00
25yr96hr	POND 1	222.7535	12.99
25yr96hr	POND 1	223.0035	12.99
25yr96hr	POND 1	223.2535	12.99
25yr96hr	POND 1	223.5035	12.98
25yr96hr	POND 1	223.7535	12.98
25yr96hr	POND 1	224.0035	12.98
25yr96hr	POND 1	224.2535	12.97
25yr96hr	POND 1	224.5035	12.97
25yr96hr	POND 1	224.7535	12.97
25yr96hr	POND 1	225.0035	12.97
25yr96hr	POND 1	225.2535	12.96
25yr96hr	POND 1	225.5035	12.96
25yr96hr	POND 1	225.7535	12.96
25yr96hr	POND 1	226.0035	12.95
25yr96hr	POND 1	226.2535	12.95
25yr96hr	POND 1	226.5035	12.95
25yr96hr	POND 1	226.7535	12.94
25yr96hr	POND 1	227.0035	12.94
25yr96hr	POND 1	227.2535	12.94
25yr96hr	POND 1	227.5035	12.94
25yr96hr	POND 1	227.7535	12.93
25yr96hr	POND 1	228.0035	12.93
25yr96hr	POND 1	228.2535	12.93
25yr96hr	POND 1	228.5035	12.92
25yr96hr	POND 1	228.7535	12.92
25yr96hr	POND 1	229.0035	12.92
25yr96hr	POND 1	229.2535	12.92
25yr96hr	POND 1	229.5035	12.91
25yr96hr	POND 1	229.7535	12.91
25yr96hr	POND 1	230.0035	12.91
25yr96hr	POND 1	230.2535	12.90
25yr96hr	POND 1	230.5035	12.90
25yr96hr	POND 1	230.7535	12.90

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	231.0035	12.90
25yr96hr	POND 1	231.2535	12.89
25yr96hr	POND 1	231.5035	12.89
25yr96hr	POND 1	231.7535	12.89
25yr96hr	POND 1	232.0035	12.88
25yr96hr	POND 1	232.2535	12.88
25yr96hr	POND 1	232.5035	12.88
25yr96hr	POND 1	232.7535	12.88
25yr96hr	POND 1	233.0035	12.87
25yr96hr	POND 1	233.2535	12.87
25yr96hr	POND 1	233.5035	12.87
25yr96hr	POND 1	233.7535	12.86
25yr96hr	POND 1	234.0035	12.86
25yr96hr	POND 1	234.2535	12.86
25yr96hr	POND 1	234.5035	12.86
25yr96hr	POND 1	234.7535	12.85
25yr96hr	POND 1	235.0035	12.85
25yr96hr	POND 1	235.2535	12.85
25yr96hr	POND 1	235.5035	12.84
25yr96hr	POND 1	235.7535	12.84
25yr96hr	POND 1	236.0035	12.84
25yr96hr	POND 1	236.2535	12.84
25yr96hr	POND 1	236.5035	12.83
25yr96hr	POND 1	236.7535	12.83
25yr96hr	POND 1	237.0035	12.83
25yr96hr	POND 1	237.2535	12.83
25yr96hr	POND 1	237.5035	12.82
25yr96hr	POND 1	237.7535	12.82
25yr96hr	POND 1	238.0035	12.82
25yr96hr	POND 1	238.2535	12.81
25yr96hr	POND 1	238.5035	12.81
25yr96hr	POND 1	238.7535	12.81
25yr96hr	POND 1	239.0035	12.81
25yr96hr	POND 1	239.2535	12.80
25yr96hr	POND 1	239.5035	12.80
25yr96hr	POND 1	239.7535	12.80
25yr96hr	POND 1	240.0035	12.80
25yr96hr	POND 1	240.2535	12.79
25yr96hr	POND 1	240.5035	12.79
25yr96hr	POND 1	240.7535	12.79
25yr96hr	POND 1	241.0035	12.78
25yr96hr	POND 1	241.2535	12.78

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	241.5035	12.78
25yr96hr	POND 1	241.7535	12.78
25yr96hr	POND 1	242.0035	12.77
25yr96hr	POND 1	242.2535	12.77
25yr96hr	POND 1	242.5035	12.77
25yr96hr	POND 1	242.7535	12.77
25yr96hr	POND 1	243.0035	12.76
25yr96hr	POND 1	243.2535	12.76
25yr96hr	POND 1	243.5035	12.76
25yr96hr	POND 1	243.7535	12.76
25yr96hr	POND 1	244.0035	12.75
25yr96hr	POND 1	244.2535	12.75
25yr96hr	POND 1	244.5035	12.75
25yr96hr	POND 1	244.7535	12.75
25yr96hr	POND 1	245.0035	12.74
25yr96hr	POND 1	245.2535	12.74
25yr96hr	POND 1	245.5035	12.74
25yr96hr	POND 1	245.7535	12.73
25yr96hr	POND 1	246.0035	12.73
25yr96hr	POND 1	246.2535	12.73
25yr96hr	POND 1	246.5035	12.73
25yr96hr	POND 1	246.7535	12.72
25yr96hr	POND 1	247.0035	12.72
25yr96hr	POND 1	247.2535	12.72
25yr96hr	POND 1	247.5035	12.72
25yr96hr	POND 1	247.7535	12.71
25yr96hr	POND 1	248.0035	12.71
25yr96hr	POND 1	248.2535	12.71
25yr96hr	POND 1	248.5035	12.71
25yr96hr	POND 1	248.7535	12.70
25yr96hr	POND 1	249.0035	12.70
25yr96hr	POND 1	249.2535	12.70
25yr96hr	POND 1	249.5035	12.70
25yr96hr	POND 1	249.7535	12.69
25yr96hr	POND 1	250.0035	12.69
25yr96hr	POND 1	250.2535	12.69
25yr96hr	POND 1	250.5035	12.69
25yr96hr	POND 1	250.7535	12.68
25yr96hr	POND 1	251.0035	12.68
25yr96hr	POND 1	251.2535	12.68
25yr96hr	POND 1	251.5035	12.68
25yr96hr	POND 1	251.7535	12.67

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	252.0035	12.67
25yr96hr	POND 1	252.2535	12.67
25yr96hr	POND 1	252.5035	12.67
25yr96hr	POND 1	252.7535	12.66
25yr96hr	POND 1	253.0035	12.66
25yr96hr	POND 1	253.2535	12.66
25yr96hr	POND 1	253.5035	12.66
25yr96hr	POND 1	253.7535	12.65
25yr96hr	POND 1	254.0035	12.65
25yr96hr	POND 1	254.2535	12.65
25yr96hr	POND 1	254.5035	12.65
25yr96hr	POND 1	254.7535	12.64
25yr96hr	POND 1	255.0035	12.64
25yr96hr	POND 1	255.2535	12.64
25yr96hr	POND 1	255.5035	12.64
25yr96hr	POND 1	255.7535	12.63
25yr96hr	POND 1	256.0035	12.63
25yr96hr	POND 1	256.2535	12.63
25yr96hr	POND 1	256.5035	12.63
25yr96hr	POND 1	256.7535	12.63
25yr96hr	POND 1	257.0035	12.62
25yr96hr	POND 1	257.2535	12.62
25yr96hr	POND 1	257.5035	12.62
25yr96hr	POND 1	257.7535	12.62
25yr96hr	POND 1	258.0035	12.61
25yr96hr	POND 1	258.2535	12.61
25yr96hr	POND 1	258.5035	12.61
25yr96hr	POND 1	258.7535	12.61
25yr96hr	POND 1	259.0035	12.60
25yr96hr	POND 1	259.2535	12.60
25yr96hr	POND 1	259.5035	12.60
25yr96hr	POND 1	259.7535	12.60
25yr96hr	POND 1	260.0035	12.59
25yr96hr	POND 1	260.2535	12.59
25yr96hr	POND 1	260.5035	12.59
25yr96hr	POND 1	260.7535	12.59
25yr96hr	POND 1	261.0035	12.58
25yr96hr	POND 1	261.2535	12.58
25yr96hr	POND 1	261.5035	12.58
25yr96hr	POND 1	261.7535	12.58
25yr96hr	POND 1	262.0035	12.58
25yr96hr	POND 1	262.2535	12.57

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	262.5035	12.57
25yr96hr	POND 1	262.7535	12.57
25yr96hr	POND 1	263.0035	12.57
25yr96hr	POND 1	263.2535	12.56
25yr96hr	POND 1	263.5035	12.56
25yr96hr	POND 1	263.7535	12.56
25yr96hr	POND 1	264.0035	12.56
25yr96hr	POND 1	264.2535	12.55
25yr96hr	POND 1	264.5035	12.55
25yr96hr	POND 1	264.7535	12.55
25yr96hr	POND 1	265.0035	12.55
25yr96hr	POND 1	265.2535	12.55
25yr96hr	POND 1	265.5035	12.54
25yr96hr	POND 1	265.7535	12.54
25yr96hr	POND 1	266.0035	12.54
25yr96hr	POND 1	266.2535	12.54
25yr96hr	POND 1	266.5035	12.53
25yr96hr	POND 1	266.7535	12.53
25yr96hr	POND 1	267.0035	12.53
25yr96hr	POND 1	267.2535	12.53
25yr96hr	POND 1	267.5035	12.53
25yr96hr	POND 1	267.7535	12.52
25yr96hr	POND 1	268.0035	12.52
25yr96hr	POND 1	268.2535	12.52
25yr96hr	POND 1	268.5035	12.52
25yr96hr	POND 1	268.7535	12.51
25yr96hr	POND 1	269.0035	12.51
25yr96hr	POND 1	269.2535	12.51
25yr96hr	POND 1	269.5035	12.51
25yr96hr	POND 1	269.7535	12.51
25yr96hr	POND 1	270.0035	12.50
25yr96hr	POND 1	270.2535	12.50
25yr96hr	POND 1	270.5035	12.50
25yr96hr	POND 1	270.7535	12.50
25yr96hr	POND 1	271.0035	12.49
25yr96hr	POND 1	271.2535	12.49
25yr96hr	POND 1	271.5035	12.49
25yr96hr	POND 1	271.7535	12.49
25yr96hr	POND 1	272.0035	12.49
25yr96hr	POND 1	272.2535	12.48
25yr96hr	POND 1	272.5035	12.48
25yr96hr	POND 1	272.7535	12.48

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	273.0035	12.48
25yr96hr	POND 1	273.2535	12.47
25yr96hr	POND 1	273.5035	12.47
25yr96hr	POND 1	273.7535	12.47
25yr96hr	POND 1	274.0035	12.47
25yr96hr	POND 1	274.2535	12.47
25yr96hr	POND 1	274.5035	12.46
25yr96hr	POND 1	274.7535	12.46
25yr96hr	POND 1	275.0035	12.46
25yr96hr	POND 1	275.2535	12.46
25yr96hr	POND 1	275.5035	12.46
25yr96hr	POND 1	275.7535	12.45
25yr96hr	POND 1	276.0035	12.45
25yr96hr	POND 1	276.2535	12.45
25yr96hr	POND 1	276.5035	12.45
25yr96hr	POND 1	276.7535	12.44
25yr96hr	POND 1	277.0035	12.44
25yr96hr	POND 1	277.2535	12.44
25yr96hr	POND 1	277.5035	12.44
25yr96hr	POND 1	277.7535	12.44
25yr96hr	POND 1	278.0035	12.43
25yr96hr	POND 1	278.2535	12.43
25yr96hr	POND 1	278.5035	12.43
25yr96hr	POND 1	278.7535	12.43
25yr96hr	POND 1	279.0035	12.43
25yr96hr	POND 1	279.2535	12.42
25yr96hr	POND 1	279.5035	12.42
25yr96hr	POND 1	279.7535	12.42
25yr96hr	POND 1	280.0035	12.42
25yr96hr	POND 1	280.2535	12.41
25yr96hr	POND 1	280.5035	12.41
25yr96hr	POND 1	280.7535	12.41
25yr96hr	POND 1	281.0035	12.41
25yr96hr	POND 1	281.2535	12.41
25yr96hr	POND 1	281.5035	12.40
25yr96hr	POND 1	281.7535	12.40
25yr96hr	POND 1	282.0035	12.40
25yr96hr	POND 1	282.2535	12.40
25yr96hr	POND 1	282.5035	12.40
25yr96hr	POND 1	282.7535	12.39
25yr96hr	POND 1	283.0035	12.39
25yr96hr	POND 1	283.2535	12.39

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	283.5035	12.39
25yr96hr	POND 1	283.7535	12.39
25yr96hr	POND 1	284.0035	12.38
25yr96hr	POND 1	284.2535	12.38
25yr96hr	POND 1	284.5035	12.38
25yr96hr	POND 1	284.7535	12.38
25yr96hr	POND 1	285.0035	12.38
25yr96hr	POND 1	285.2535	12.37
25yr96hr	POND 1	285.5035	12.37
25yr96hr	POND 1	285.7535	12.37
25yr96hr	POND 1	286.0035	12.37
25yr96hr	POND 1	286.2535	12.37
25yr96hr	POND 1	286.5035	12.36
25yr96hr	POND 1	286.7535	12.36
25yr96hr	POND 1	287.0035	12.36
25yr96hr	POND 1	287.2535	12.36
25yr96hr	POND 1	287.5035	12.36
25yr96hr	POND 1	287.7535	12.35
25yr96hr	POND 1	288.0035	12.35
25yr96hr	POND 1	288.2535	12.35
25yr96hr	POND 1	288.5035	12.35
25yr96hr	POND 1	288.7535	12.35
25yr96hr	POND 1	289.0035	12.34
25yr96hr	POND 1	289.2535	12.34
25yr96hr	POND 1	289.5035	12.34
25yr96hr	POND 1	289.7535	12.34
25yr96hr	POND 1	290.0035	12.34
25yr96hr	POND 1	290.2535	12.33
25yr96hr	POND 1	290.5035	12.33
25yr96hr	POND 1	290.7535	12.33
25yr96hr	POND 1	291.0035	12.33
25yr96hr	POND 1	291.2535	12.33
25yr96hr	POND 1	291.5035	12.32
25yr96hr	POND 1	291.7535	12.32
25yr96hr	POND 1	292.0035	12.32
25yr96hr	POND 1	292.2535	12.32
25yr96hr	POND 1	292.5035	12.32
25yr96hr	POND 1	292.7535	12.31
25yr96hr	POND 1	293.0035	12.31
25yr96hr	POND 1	293.2535	12.31
25yr96hr	POND 1	293.5035	12.31
25yr96hr	POND 1	293.7535	12.31

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	294.0035	12.31
25yr96hr	POND 1	294.2535	12.30
25yr96hr	POND 1	294.5035	12.30
25yr96hr	POND 1	294.7535	12.30
25yr96hr	POND 1	295.0035	12.30
25yr96hr	POND 1	295.2535	12.30
25yr96hr	POND 1	295.5035	12.29
25yr96hr	POND 1	295.7535	12.29
25yr96hr	POND 1	296.0035	12.29
25yr96hr	POND 1	296.2535	12.29
25yr96hr	POND 1	296.5035	12.29
25yr96hr	POND 1	296.7535	12.28
25yr96hr	POND 1	297.0035	12.28
25yr96hr	POND 1	297.2535	12.28
25yr96hr	POND 1	297.5035	12.28
25yr96hr	POND 1	297.7535	12.28
25yr96hr	POND 1	298.0035	12.27
25yr96hr	POND 1	298.2535	12.27
25yr96hr	POND 1	298.5035	12.27
25yr96hr	POND 1	298.7535	12.27
25yr96hr	POND 1	299.0035	12.27
25yr96hr	POND 1	299.2535	12.27
25yr96hr	POND 1	299.5035	12.26
25yr96hr	POND 1	299.7535	12.26
25yr96hr	POND 1	300.0035	12.26
25yr96hr	POND 1	300.2535	12.26
25yr96hr	POND 1	300.5035	12.26
25yr96hr	POND 1	300.7535	12.25
25yr96hr	POND 1	301.0035	12.25
25yr96hr	POND 1	301.2535	12.25
25yr96hr	POND 1	301.5035	12.25
25yr96hr	POND 1	301.7535	12.25
25yr96hr	POND 1	302.0035	12.24
25yr96hr	POND 1	302.2535	12.24
25yr96hr	POND 1	302.5035	12.24
25yr96hr	POND 1	302.7535	12.24
25yr96hr	POND 1	303.0035	12.24
25yr96hr	POND 1	303.2535	12.24
25yr96hr	POND 1	303.5035	12.23
25yr96hr	POND 1	303.7535	12.23
25yr96hr	POND 1	304.0035	12.23
25yr96hr	POND 1	304.2535	12.23

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	304.5035	12.23
25yr96hr	POND 1	304.7535	12.22
25yr96hr	POND 1	305.0035	12.22
25yr96hr	POND 1	305.2535	12.22
25yr96hr	POND 1	305.5035	12.22
25yr96hr	POND 1	305.7535	12.22
25yr96hr	POND 1	306.0035	12.22
25yr96hr	POND 1	306.2535	12.21
25yr96hr	POND 1	306.5035	12.21
25yr96hr	POND 1	306.7535	12.21
25yr96hr	POND 1	307.0035	12.21
25yr96hr	POND 1	307.2535	12.21
25yr96hr	POND 1	307.5035	12.21
25yr96hr	POND 1	307.7535	12.20
25yr96hr	POND 1	308.0035	12.20
25yr96hr	POND 1	308.2535	12.20
25yr96hr	POND 1	308.5035	12.20
25yr96hr	POND 1	308.7535	12.20
25yr96hr	POND 1	309.0035	12.19
25yr96hr	POND 1	309.2535	12.19
25yr96hr	POND 1	309.5035	12.19
25yr96hr	POND 1	309.7535	12.19
25yr96hr	POND 1	310.0035	12.19
25yr96hr	POND 1	310.2535	12.19
25yr96hr	POND 1	310.5035	12.18
25yr96hr	POND 1	310.7535	12.18
25yr96hr	POND 1	311.0035	12.18
25yr96hr	POND 1	311.2535	12.18
25yr96hr	POND 1	311.5035	12.18
25yr96hr	POND 1	311.7535	12.18
25yr96hr	POND 1	312.0035	12.17
25yr96hr	POND 1	312.2535	12.17
25yr96hr	POND 1	312.5035	12.17
25yr96hr	POND 1	312.7535	12.17
25yr96hr	POND 1	313.0035	12.17
25yr96hr	POND 1	313.2535	12.16
25yr96hr	POND 1	313.5035	12.16
25yr96hr	POND 1	313.7535	12.16
25yr96hr	POND 1	314.0035	12.16
25yr96hr	POND 1	314.2535	12.16
25yr96hr	POND 1	314.5035	12.16
25yr96hr	POND 1	314.7535	12.15

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	315.0035	12.15
25yr96hr	POND 1	315.2535	12.15
25yr96hr	POND 1	315.5035	12.15
25yr96hr	POND 1	315.7535	12.15
25yr96hr	POND 1	316.0035	12.15
25yr96hr	POND 1	316.2535	12.14
25yr96hr	POND 1	316.5035	12.14
25yr96hr	POND 1	316.7535	12.14
25yr96hr	POND 1	317.0035	12.14
25yr96hr	POND 1	317.2535	12.14
25yr96hr	POND 1	317.5035	12.14
25yr96hr	POND 1	317.7535	12.13
25yr96hr	POND 1	318.0035	12.13
25yr96hr	POND 1	318.2535	12.13
25yr96hr	POND 1	318.5035	12.13
25yr96hr	POND 1	318.7535	12.13
25yr96hr	POND 1	319.0035	12.13
25yr96hr	POND 1	319.2535	12.12
25yr96hr	POND 1	319.5035	12.12
25yr96hr	POND 1	319.7535	12.12
25yr96hr	POND 1	320.0035	12.12
25yr96hr	POND 1	320.2535	12.12
25yr96hr	POND 1	320.5035	12.12
25yr96hr	POND 1	320.7535	12.11
25yr96hr	POND 1	321.0035	12.11
25yr96hr	POND 1	321.2535	12.11
25yr96hr	POND 1	321.5035	12.11
25yr96hr	POND 1	321.7535	12.11
25yr96hr	POND 1	322.0035	12.11
25yr96hr	POND 1	322.2535	12.10
25yr96hr	POND 1	322.5035	12.10
25yr96hr	POND 1	322.7535	12.10
25yr96hr	POND 1	323.0035	12.10
25yr96hr	POND 1	323.2535	12.10
25yr96hr	POND 1	323.5035	12.10
25yr96hr	POND 1	323.7535	12.09
25yr96hr	POND 1	324.0035	12.09
25yr96hr	POND 1	324.2535	12.09
25yr96hr	POND 1	324.5035	12.09
25yr96hr	POND 1	324.7535	12.09
25yr96hr	POND 1	325.0035	12.09
25yr96hr	POND 1	325.2535	12.08

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	325.5035	12.08
25yr96hr	POND 1	325.7535	12.08
25yr96hr	POND 1	326.0035	12.08
25yr96hr	POND 1	326.2535	12.08
25yr96hr	POND 1	326.5035	12.08
25yr96hr	POND 1	326.7535	12.07
25yr96hr	POND 1	327.0035	12.07
25yr96hr	POND 1	327.2535	12.07
25yr96hr	POND 1	327.5035	12.07
25yr96hr	POND 1	327.7535	12.07
25yr96hr	POND 1	328.0035	12.07
25yr96hr	POND 1	328.2535	12.07
25yr96hr	POND 1	328.5035	12.06
25yr96hr	POND 1	328.7535	12.06
25yr96hr	POND 1	329.0035	12.06
25yr96hr	POND 1	329.2535	12.06
25yr96hr	POND 1	329.5035	12.06
25yr96hr	POND 1	329.7535	12.06
25yr96hr	POND 1	330.0035	12.05
25yr96hr	POND 1	330.2535	12.05
25yr96hr	POND 1	330.5035	12.05
25yr96hr	POND 1	330.7535	12.05
25yr96hr	POND 1	331.0035	12.05
25yr96hr	POND 1	331.2535	12.05
25yr96hr	POND 1	331.5035	12.04
25yr96hr	POND 1	331.7535	12.04
25yr96hr	POND 1	332.0035	12.04
25yr96hr	POND 1	332.2535	12.04
25yr96hr	POND 1	332.5035	12.04
25yr96hr	POND 1	332.7535	12.04
25yr96hr	POND 1	333.0035	12.03
25yr96hr	POND 1	333.2535	12.03
25yr96hr	POND 1	333.5035	12.03
25yr96hr	POND 1	333.7535	12.03
25yr96hr	POND 1	334.0035	12.03
25yr96hr	POND 1	334.2535	12.03
25yr96hr	POND 1	334.5035	12.03
25yr96hr	POND 1	334.7535	12.02
25yr96hr	POND 1	335.0035	12.02
25yr96hr	POND 1	335.2535	12.02
25yr96hr	POND 1	335.5035	12.02
25yr96hr	POND 1	335.7535	12.02

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	336.0035	12.02
25yr96hr	POND 1	336.2535	12.01
25yr96hr	POND 1	336.5035	12.01
25yr96hr	POND 1	336.7535	12.01
25yr96hr	POND 1	337.0035	12.01
25yr96hr	POND 1	337.2535	12.01
25yr96hr	POND 1	337.5035	12.01
25yr96hr	POND 1	337.7535	12.01
25yr96hr	POND 1	338.0035	12.00
25yr96hr	POND 1	338.2535	12.00
25yr96hr	POND 1	338.5035	12.00
25yr96hr	POND 1	338.7535	12.00
25yr96hr	POND 1	339.0035	12.00
25yr96hr	POND 1	339.2535	12.00
25yr96hr	POND 1	339.5035	12.00
25yr96hr	POND 1	339.7535	12.00
25yr96hr	POND 1	340.0035	12.00
25yr96hr	POND 1	340.2535	12.00
25yr96hr	POND 1	340.5035	12.00
25yr96hr	POND 1	340.7535	12.00
25yr96hr	POND 1	341.0035	12.00
25yr96hr	POND 1	341.2535	12.00
25yr96hr	POND 1	341.5035	12.00
25yr96hr	POND 1	341.7535	12.00
25yr96hr	POND 1	342.0035	12.00
25yr96hr	POND 1	342.2535	12.00
25yr96hr	POND 1	342.5035	12.00
25yr96hr	POND 1	342.7535	12.00
25yr96hr	POND 1	343.0035	12.00
25yr96hr	POND 1	343.2535	12.00
25yr96hr	POND 1	343.5035	12.00
25yr96hr	POND 1	343.7535	12.00
25yr96hr	POND 1	344.0035	12.00
25yr96hr	POND 1	344.2535	12.00
25yr96hr	POND 1	344.5035	12.00
25yr96hr	POND 1	344.7535	12.00
25yr96hr	POND 1	345.0035	12.00
25yr96hr	POND 1	345.2535	12.00
25yr96hr	POND 1	345.5035	12.00
25yr96hr	POND 1	345.7535	12.00
25yr96hr	POND 1	346.0035	12.00
25yr96hr	POND 1	346.2535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	346.5035	12.00
25yr96hr	POND 1	346.7535	12.00
25yr96hr	POND 1	347.0035	12.00
25yr96hr	POND 1	347.2535	12.00
25yr96hr	POND 1	347.5035	12.00
25yr96hr	POND 1	347.7535	12.00
25yr96hr	POND 1	348.0035	12.00
25yr96hr	POND 1	348.2535	12.00
25yr96hr	POND 1	348.5035	12.00
25yr96hr	POND 1	348.7535	12.00
25yr96hr	POND 1	349.0035	12.00
25yr96hr	POND 1	349.2535	12.00
25yr96hr	POND 1	349.5035	12.00
25yr96hr	POND 1	349.7535	12.00
25yr96hr	POND 1	350.0035	12.00
25yr96hr	POND 1	350.2535	12.00
25yr96hr	POND 1	350.5035	12.00
25yr96hr	POND 1	350.7535	12.00
25yr96hr	POND 1	351.0035	12.00
25yr96hr	POND 1	351.2535	12.00
25yr96hr	POND 1	351.5035	12.00
25yr96hr	POND 1	351.7535	12.00
25yr96hr	POND 1	352.0035	12.00
25yr96hr	POND 1	352.2535	12.00
25yr96hr	POND 1	352.5035	12.00
25yr96hr	POND 1	352.7535	12.00
25yr96hr	POND 1	353.0035	12.00
25yr96hr	POND 1	353.2535	12.00
25yr96hr	POND 1	353.5035	12.00
25yr96hr	POND 1	353.7535	12.00
25yr96hr	POND 1	354.0035	12.00
25yr96hr	POND 1	354.2535	12.00
25yr96hr	POND 1	354.5035	12.00
25yr96hr	POND 1	354.7535	12.00
25yr96hr	POND 1	355.0035	12.00
25yr96hr	POND 1	355.2535	12.00
25yr96hr	POND 1	355.5035	12.00
25yr96hr	POND 1	355.7535	12.00
25yr96hr	POND 1	356.0035	12.00
25yr96hr	POND 1	356.2535	12.00
25yr96hr	POND 1	356.5035	12.00
25yr96hr	POND 1	356.7535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	357.0035	12.00
25yr96hr	POND 1	357.2535	12.00
25yr96hr	POND 1	357.5035	12.00
25yr96hr	POND 1	357.7535	12.00
25yr96hr	POND 1	358.0035	12.00
25yr96hr	POND 1	358.2535	12.00
25yr96hr	POND 1	358.5035	12.00
25yr96hr	POND 1	358.7535	12.00
25yr96hr	POND 1	359.0035	12.00
25yr96hr	POND 1	359.2535	12.00
25yr96hr	POND 1	359.5035	12.00
25yr96hr	POND 1	359.7535	12.00
25yr96hr	POND 1	360.0035	12.00
25yr96hr	POND 1	360.2535	12.00
25yr96hr	POND 1	360.5035	12.00
25yr96hr	POND 1	360.7535	12.00
25yr96hr	POND 1	361.0035	12.00
25yr96hr	POND 1	361.2535	12.00
25yr96hr	POND 1	361.5035	12.00
25yr96hr	POND 1	361.7535	12.00
25yr96hr	POND 1	362.0035	12.00
25yr96hr	POND 1	362.2535	12.00
25yr96hr	POND 1	362.5035	12.00
25yr96hr	POND 1	362.7535	12.00
25yr96hr	POND 1	363.0035	12.00
25yr96hr	POND 1	363.2535	12.00
25yr96hr	POND 1	363.5035	12.00
25yr96hr	POND 1	363.7535	12.00
25yr96hr	POND 1	364.0035	12.00
25yr96hr	POND 1	364.2535	12.00
25yr96hr	POND 1	364.5035	12.00
25yr96hr	POND 1	364.7535	12.00
25yr96hr	POND 1	365.0035	12.00
25yr96hr	POND 1	365.2535	12.00
25yr96hr	POND 1	365.5035	12.00
25yr96hr	POND 1	365.7535	12.00
25yr96hr	POND 1	366.0035	12.00
25yr96hr	POND 1	366.2535	12.00
25yr96hr	POND 1	366.5035	12.00
25yr96hr	POND 1	366.7535	12.00
25yr96hr	POND 1	367.0035	12.00
25yr96hr	POND 1	367.2535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	367.5035	12.00
25yr96hr	POND 1	367.7535	12.00
25yr96hr	POND 1	368.0035	12.00
25yr96hr	POND 1	368.2535	12.00
25yr96hr	POND 1	368.5035	12.00
25yr96hr	POND 1	368.7535	12.00
25yr96hr	POND 1	369.0035	12.00
25yr96hr	POND 1	369.2535	12.00
25yr96hr	POND 1	369.5035	12.00
25yr96hr	POND 1	369.7535	12.00
25yr96hr	POND 1	370.0035	12.00
25yr96hr	POND 1	370.2535	12.00
25yr96hr	POND 1	370.5035	12.00
25yr96hr	POND 1	370.7535	12.00
25yr96hr	POND 1	371.0035	12.00
25yr96hr	POND 1	371.2535	12.00
25yr96hr	POND 1	371.5035	12.00
25yr96hr	POND 1	371.7535	12.00
25yr96hr	POND 1	372.0035	12.00
25yr96hr	POND 1	372.2535	12.00
25yr96hr	POND 1	372.5035	12.00
25yr96hr	POND 1	372.7535	12.00
25yr96hr	POND 1	373.0035	12.00
25yr96hr	POND 1	373.2535	12.00
25yr96hr	POND 1	373.5035	12.00
25yr96hr	POND 1	373.7535	12.00
25yr96hr	POND 1	374.0035	12.00
25yr96hr	POND 1	374.2535	12.00
25yr96hr	POND 1	374.5035	12.00
25yr96hr	POND 1	374.7535	12.00
25yr96hr	POND 1	375.0035	12.00
25yr96hr	POND 1	375.2535	12.00
25yr96hr	POND 1	375.5035	12.00
25yr96hr	POND 1	375.7535	12.00
25yr96hr	POND 1	376.0035	12.00
25yr96hr	POND 1	376.2535	12.00
25yr96hr	POND 1	376.5035	12.00
25yr96hr	POND 1	376.7535	12.00
25yr96hr	POND 1	377.0035	12.00
25yr96hr	POND 1	377.2535	12.00
25yr96hr	POND 1	377.5035	12.00
25yr96hr	POND 1	377.7535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	378.0035	12.00
25yr96hr	POND 1	378.2535	12.00
25yr96hr	POND 1	378.5035	12.00
25yr96hr	POND 1	378.7535	12.00
25yr96hr	POND 1	379.0035	12.00
25yr96hr	POND 1	379.2535	12.00
25yr96hr	POND 1	379.5035	12.00
25yr96hr	POND 1	379.7535	12.00
25yr96hr	POND 1	380.0035	12.00
25yr96hr	POND 1	380.2535	12.00
25yr96hr	POND 1	380.5035	12.00
25yr96hr	POND 1	380.7535	12.00
25yr96hr	POND 1	381.0035	12.00
25yr96hr	POND 1	381.2535	12.00
25yr96hr	POND 1	381.5035	12.00
25yr96hr	POND 1	381.7535	12.00
25yr96hr	POND 1	382.0035	12.00
25yr96hr	POND 1	382.2535	12.00
25yr96hr	POND 1	382.5035	12.00
25yr96hr	POND 1	382.7535	12.00
25yr96hr	POND 1	383.0035	12.00
25yr96hr	POND 1	383.2535	12.00
25yr96hr	POND 1	383.5035	12.00
25yr96hr	POND 1	383.7535	12.00
25yr96hr	POND 1	384.0035	12.00
25yr96hr	POND 1	384.2535	12.00
25yr96hr	POND 1	384.5035	12.00
25yr96hr	POND 1	384.7535	12.00
25yr96hr	POND 1	385.0035	12.00
25yr96hr	POND 1	385.2535	12.00
25yr96hr	POND 1	385.5035	12.00
25yr96hr	POND 1	385.7535	12.00
25yr96hr	POND 1	386.0035	12.00
25yr96hr	POND 1	386.2535	12.00
25yr96hr	POND 1	386.5035	12.00
25yr96hr	POND 1	386.7535	12.00
25yr96hr	POND 1	387.0035	12.00
25yr96hr	POND 1	387.2535	12.00
25yr96hr	POND 1	387.5035	12.00
25yr96hr	POND 1	387.7535	12.00
25yr96hr	POND 1	388.0035	12.00
25yr96hr	POND 1	388.2535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	388.5035	12.00
25yr96hr	POND 1	388.7535	12.00
25yr96hr	POND 1	389.0035	12.00
25yr96hr	POND 1	389.2535	12.00
25yr96hr	POND 1	389.5035	12.00
25yr96hr	POND 1	389.7535	12.00
25yr96hr	POND 1	390.0035	12.00
25yr96hr	POND 1	390.2535	12.00
25yr96hr	POND 1	390.5035	12.00
25yr96hr	POND 1	390.7535	12.00
25yr96hr	POND 1	391.0035	12.00
25yr96hr	POND 1	391.2535	12.00
25yr96hr	POND 1	391.5035	12.00
25yr96hr	POND 1	391.7535	12.00
25yr96hr	POND 1	392.0035	12.00
25yr96hr	POND 1	392.2535	12.00
25yr96hr	POND 1	392.5035	12.00
25yr96hr	POND 1	392.7535	12.00
25yr96hr	POND 1	393.0035	12.00
25yr96hr	POND 1	393.2535	12.00
25yr96hr	POND 1	393.5035	12.00
25yr96hr	POND 1	393.7535	12.00
25yr96hr	POND 1	394.0035	12.00
25yr96hr	POND 1	394.2535	12.00
25yr96hr	POND 1	394.5035	12.00
25yr96hr	POND 1	394.7535	12.00
25yr96hr	POND 1	395.0035	12.00
25yr96hr	POND 1	395.2535	12.00
25yr96hr	POND 1	395.5035	12.00
25yr96hr	POND 1	395.7535	12.00
25yr96hr	POND 1	396.0035	12.00
25yr96hr	POND 1	396.2535	12.00
25yr96hr	POND 1	396.5035	12.00
25yr96hr	POND 1	396.7535	12.00
25yr96hr	POND 1	397.0035	12.00
25yr96hr	POND 1	397.2535	12.00
25yr96hr	POND 1	397.5035	12.00
25yr96hr	POND 1	397.7535	12.00
25yr96hr	POND 1	398.0035	12.00
25yr96hr	POND 1	398.2535	12.00
25yr96hr	POND 1	398.5035	12.00
25yr96hr	POND 1	398.7535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	399.0035	12.00
25yr96hr	POND 1	399.2535	12.00
25yr96hr	POND 1	399.5035	12.00
25yr96hr	POND 1	399.7535	12.00
25yr96hr	POND 1	400.0035	12.00
25yr96hr	POND 1	400.2535	12.00
25yr96hr	POND 1	400.5035	12.00
25yr96hr	POND 1	400.7535	12.00
25yr96hr	POND 1	401.0035	12.00
25yr96hr	POND 1	401.2535	12.00
25yr96hr	POND 1	401.5035	12.00
25yr96hr	POND 1	401.7535	12.00
25yr96hr	POND 1	402.0035	12.00
25yr96hr	POND 1	402.2535	12.00
25yr96hr	POND 1	402.5035	12.00
25yr96hr	POND 1	402.7535	12.00
25yr96hr	POND 1	403.0035	12.00
25yr96hr	POND 1	403.2535	12.00
25yr96hr	POND 1	403.5035	12.00
25yr96hr	POND 1	403.7535	12.00
25yr96hr	POND 1	404.0035	12.00
25yr96hr	POND 1	404.2535	12.00
25yr96hr	POND 1	404.5035	12.00
25yr96hr	POND 1	404.7535	12.00
25yr96hr	POND 1	405.0035	12.00
25yr96hr	POND 1	405.2535	12.00
25yr96hr	POND 1	405.5035	12.00
25yr96hr	POND 1	405.7535	12.00
25yr96hr	POND 1	406.0035	12.00
25yr96hr	POND 1	406.2535	12.00
25yr96hr	POND 1	406.5035	12.00
25yr96hr	POND 1	406.7535	12.00
25yr96hr	POND 1	407.0035	12.00
25yr96hr	POND 1	407.2535	12.00
25yr96hr	POND 1	407.5035	12.00
25yr96hr	POND 1	407.7535	12.00
25yr96hr	POND 1	408.0035	12.00
25yr96hr	POND 1	408.2535	12.00
25yr96hr	POND 1	408.5035	12.00
25yr96hr	POND 1	408.7535	12.00
25yr96hr	POND 1	409.0035	12.00
25yr96hr	POND 1	409.2535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	409.5035	12.00
25yr96hr	POND 1	409.7535	12.00
25yr96hr	POND 1	410.0035	12.00
25yr96hr	POND 1	410.2535	12.00
25yr96hr	POND 1	410.5035	12.00
25yr96hr	POND 1	410.7535	12.00
25yr96hr	POND 1	411.0035	12.00
25yr96hr	POND 1	411.2535	12.00
25yr96hr	POND 1	411.5035	12.00
25yr96hr	POND 1	411.7535	12.00
25yr96hr	POND 1	412.0035	12.00
25yr96hr	POND 1	412.2535	12.00
25yr96hr	POND 1	412.5035	12.00
25yr96hr	POND 1	412.7535	12.00
25yr96hr	POND 1	413.0035	12.00
25yr96hr	POND 1	413.2535	12.00
25yr96hr	POND 1	413.5035	12.00
25yr96hr	POND 1	413.7535	12.00
25yr96hr	POND 1	414.0035	12.00
25yr96hr	POND 1	414.2535	12.00
25yr96hr	POND 1	414.5035	12.00
25yr96hr	POND 1	414.7535	12.00
25yr96hr	POND 1	415.0035	12.00
25yr96hr	POND 1	415.2535	12.00
25yr96hr	POND 1	415.5035	12.00
25yr96hr	POND 1	415.7535	12.00
25yr96hr	POND 1	416.0035	12.00
25yr96hr	POND 1	416.2535	12.00
25yr96hr	POND 1	416.5035	12.00
25yr96hr	POND 1	416.7535	12.00
25yr96hr	POND 1	417.0035	12.00
25yr96hr	POND 1	417.2535	12.00
25yr96hr	POND 1	417.5035	12.00
25yr96hr	POND 1	417.7535	12.00
25yr96hr	POND 1	418.0035	12.00
25yr96hr	POND 1	418.2535	12.00
25yr96hr	POND 1	418.5035	12.00
25yr96hr	POND 1	418.7535	12.00
25yr96hr	POND 1	419.0035	12.00
25yr96hr	POND 1	419.2535	12.00
25yr96hr	POND 1	419.5035	12.00
25yr96hr	POND 1	419.7535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	420.0035	12.00
25yr96hr	POND 1	420.2535	12.00
25yr96hr	POND 1	420.5035	12.00
25yr96hr	POND 1	420.7535	12.00
25yr96hr	POND 1	421.0035	12.00
25yr96hr	POND 1	421.2535	12.00
25yr96hr	POND 1	421.5035	12.00
25yr96hr	POND 1	421.7535	12.00
25yr96hr	POND 1	422.0035	12.00
25yr96hr	POND 1	422.2535	12.00
25yr96hr	POND 1	422.5035	12.00
25yr96hr	POND 1	422.7535	12.00
25yr96hr	POND 1	423.0035	12.00
25yr96hr	POND 1	423.2535	12.00
25yr96hr	POND 1	423.5035	12.00
25yr96hr	POND 1	423.7535	12.00
25yr96hr	POND 1	424.0035	12.00
25yr96hr	POND 1	424.2535	12.00
25yr96hr	POND 1	424.5035	12.00
25yr96hr	POND 1	424.7535	12.00
25yr96hr	POND 1	425.0035	12.00
25yr96hr	POND 1	425.2535	12.00
25yr96hr	POND 1	425.5035	12.00
25yr96hr	POND 1	425.7535	12.00
25yr96hr	POND 1	426.0035	12.00
25yr96hr	POND 1	426.2535	12.00
25yr96hr	POND 1	426.5035	12.00
25yr96hr	POND 1	426.7535	12.00
25yr96hr	POND 1	427.0035	12.00
25yr96hr	POND 1	427.2535	12.00
25yr96hr	POND 1	427.5035	12.00
25yr96hr	POND 1	427.7535	12.00
25yr96hr	POND 1	428.0035	12.00
25yr96hr	POND 1	428.2535	12.00
25yr96hr	POND 1	428.5035	12.00
25yr96hr	POND 1	428.7535	12.00
25yr96hr	POND 1	429.0035	12.00
25yr96hr	POND 1	429.2535	12.00
25yr96hr	POND 1	429.5035	12.00
25yr96hr	POND 1	429.7535	12.00
25yr96hr	POND 1	430.0035	12.00
25yr96hr	POND 1	430.2535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	430.5035	12.00
25yr96hr	POND 1	430.7535	12.00
25yr96hr	POND 1	431.0035	12.00
25yr96hr	POND 1	431.2535	12.00
25yr96hr	POND 1	431.5035	12.00
25yr96hr	POND 1	431.7535	12.00
25yr96hr	POND 1	432.0035	12.00
25yr96hr	POND 1	432.2535	12.00
25yr96hr	POND 1	432.5035	12.00
25yr96hr	POND 1	432.7535	12.00
25yr96hr	POND 1	433.0035	12.00
25yr96hr	POND 1	433.2535	12.00
25yr96hr	POND 1	433.5035	12.00
25yr96hr	POND 1	433.7535	12.00
25yr96hr	POND 1	434.0035	12.00
25yr96hr	POND 1	434.2535	12.00
25yr96hr	POND 1	434.5035	12.00
25yr96hr	POND 1	434.7535	12.00
25yr96hr	POND 1	435.0035	12.00
25yr96hr	POND 1	435.2535	12.00
25yr96hr	POND 1	435.5035	12.00
25yr96hr	POND 1	435.7535	12.00
25yr96hr	POND 1	436.0035	12.00
25yr96hr	POND 1	436.2535	12.00
25yr96hr	POND 1	436.5035	12.00
25yr96hr	POND 1	436.7535	12.00
25yr96hr	POND 1	437.0035	12.00
25yr96hr	POND 1	437.2535	12.00
25yr96hr	POND 1	437.5035	12.00
25yr96hr	POND 1	437.7535	12.00
25yr96hr	POND 1	438.0035	12.00
25yr96hr	POND 1	438.2535	12.00
25yr96hr	POND 1	438.5035	12.00
25yr96hr	POND 1	438.7535	12.00
25yr96hr	POND 1	439.0035	12.00
25yr96hr	POND 1	439.2535	12.00
25yr96hr	POND 1	439.5035	12.00
25yr96hr	POND 1	439.7535	12.00
25yr96hr	POND 1	440.0035	12.00
25yr96hr	POND 1	440.2535	12.00
25yr96hr	POND 1	440.5035	12.00
25yr96hr	POND 1	440.7535	12.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 1	441.0035	12.00
25yr96hr	POND 1	441.2535	12.00
25yr96hr	POND 1	441.5035	12.00
25yr96hr	POND 1	441.7535	12.00
25yr96hr	POND 1	442.0035	12.00
25yr96hr	POND 1	442.2535	12.00
25yr96hr	POND 1	442.5035	12.00
25yr96hr	POND 1	442.7535	12.00
25yr96hr	POND 1	443.0035	12.00
25yr96hr	POND 1	443.2535	12.00
25yr96hr	POND 1	443.5035	12.00
25yr96hr	POND 1	443.7535	12.00
25yr96hr	POND 1	444.0035	12.00
25yr96hr	POND 1	444.2535	12.00
25yr96hr	POND 1	444.5035	12.00
25yr96hr	POND 1	444.7535	12.00
25yr96hr	POND 1	445.0035	12.00
25yr96hr	POND 1	445.2535	12.00
25yr96hr	POND 1	445.5035	12.00
25yr96hr	POND 1	445.7535	12.00
25yr96hr	POND 1	446.0035	12.00
25yr96hr	POND 1	446.2535	12.00
25yr96hr	POND 1	446.5035	12.00
25yr96hr	POND 1	446.7535	12.00
25yr96hr	POND 1	447.0035	12.00
25yr96hr	POND 1	447.2535	12.00
25yr96hr	POND 1	447.5035	12.00
25yr96hr	POND 1	447.7535	12.00
25yr96hr	POND 1	448.0035	12.00
25yr96hr	POND 1	448.2535	12.00
25yr96hr	POND 1	448.5035	12.00
25yr96hr	POND 1	448.7535	12.00
25yr96hr	POND 1	449.0035	12.00
25yr96hr	POND 1	449.2535	12.00
25yr96hr	POND 1	449.5035	12.00
25yr96hr	POND 1	449.7535	12.00
25yr96hr	POND 1	450.0035	12.00

Pond 2 Recovery

1D Nodes - Time Series

1

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	0.0000	11.00
25yr96hr	POND 2	0.2511	11.00
25yr96hr	POND 2	0.5050	11.00
25yr96hr	POND 2	0.7527	11.00
25yr96hr	POND 2	1.0027	11.00
25yr96hr	POND 2	1.2527	11.00
25yr96hr	POND 2	1.5027	11.00
25yr96hr	POND 2	1.7527	11.00
25yr96hr	POND 2	2.0027	11.00
25yr96hr	POND 2	2.2527	11.00
25yr96hr	POND 2	2.5027	11.00
25yr96hr	POND 2	2.7527	11.00
25yr96hr	POND 2	3.0027	11.00
25yr96hr	POND 2	3.2527	11.00
25yr96hr	POND 2	3.5027	11.00
25yr96hr	POND 2	3.7527	11.00
25yr96hr	POND 2	4.0027	11.00
25yr96hr	POND 2	4.2527	11.00
25yr96hr	POND 2	4.5027	11.00
25yr96hr	POND 2	4.7527	11.00
25yr96hr	POND 2	5.0027	11.00
25yr96hr	POND 2	5.2527	11.00
25yr96hr	POND 2	5.5027	11.00
25yr96hr	POND 2	5.7527	11.00
25yr96hr	POND 2	6.0027	11.00
25yr96hr	POND 2	6.2527	11.00
25yr96hr	POND 2	6.5027	11.00
25yr96hr	POND 2	6.7527	11.00
25yr96hr	POND 2	7.0027	11.00
25yr96hr	POND 2	7.2527	11.00
25yr96hr	POND 2	7.5027	11.00
25yr96hr	POND 2	7.7527	11.00
25yr96hr	POND 2	8.0027	11.00
25yr96hr	POND 2	8.2527	11.00
25yr96hr	POND 2	8.5027	11.00
25yr96hr	POND 2	8.7527	11.00
25yr96hr	POND 2	9.0027	11.00
25yr96hr	POND 2	9.2527	11.00
25yr96hr	POND 2	9.5027	11.00
25yr96hr	POND 2	9.7527	11.00
25yr96hr	POND 2	10.0027	11.00
25yr96hr	POND 2	10.2527	11.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	10.5027	11.00
25yr96hr	POND 2	10.7527	11.00
25yr96hr	POND 2	11.0027	11.00
25yr96hr	POND 2	11.2527	11.00
25yr96hr	POND 2	11.5027	11.00
25yr96hr	POND 2	11.7527	11.00
25yr96hr	POND 2	12.0027	11.00
25yr96hr	POND 2	12.2527	11.00
25yr96hr	POND 2	12.5027	11.00
25yr96hr	POND 2	12.7527	11.00
25yr96hr	POND 2	13.0027	11.00
25yr96hr	POND 2	13.2527	11.00
25yr96hr	POND 2	13.5027	11.00
25yr96hr	POND 2	13.7527	11.00
25yr96hr	POND 2	14.0027	11.00
25yr96hr	POND 2	14.2527	11.00
25yr96hr	POND 2	14.5027	11.00
25yr96hr	POND 2	14.7527	11.00
25yr96hr	POND 2	15.0027	11.00
25yr96hr	POND 2	15.2527	11.00
25yr96hr	POND 2	15.5027	11.00
25yr96hr	POND 2	15.7527	11.00
25yr96hr	POND 2	16.0027	11.00
25yr96hr	POND 2	16.2527	11.00
25yr96hr	POND 2	16.5027	11.00
25yr96hr	POND 2	16.7527	11.00
25yr96hr	POND 2	17.0027	11.00
25yr96hr	POND 2	17.2527	11.00
25yr96hr	POND 2	17.5027	11.00
25yr96hr	POND 2	17.7527	11.00
25yr96hr	POND 2	18.0027	11.00
25yr96hr	POND 2	18.2527	11.00
25yr96hr	POND 2	18.5027	11.00
25yr96hr	POND 2	18.7527	11.00
25yr96hr	POND 2	19.0027	11.00
25yr96hr	POND 2	19.2527	11.00
25yr96hr	POND 2	19.5027	11.00
25yr96hr	POND 2	19.7527	11.00
25yr96hr	POND 2	20.0027	11.00
25yr96hr	POND 2	20.2527	11.00
25yr96hr	POND 2	20.5027	11.00
25yr96hr	POND 2	20.7527	11.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	21.0027	11.00
25yr96hr	POND 2	21.2527	11.00
25yr96hr	POND 2	21.5027	11.00
25yr96hr	POND 2	21.7527	11.00
25yr96hr	POND 2	22.0027	11.00
25yr96hr	POND 2	22.2527	11.00
25yr96hr	POND 2	22.5027	11.00
25yr96hr	POND 2	22.7527	11.00
25yr96hr	POND 2	23.0027	11.00
25yr96hr	POND 2	23.2527	11.00
25yr96hr	POND 2	23.5027	11.00
25yr96hr	POND 2	23.7527	11.00
25yr96hr	POND 2	24.0027	11.00
25yr96hr	POND 2	24.2527	11.00
25yr96hr	POND 2	24.5027	11.00
25yr96hr	POND 2	24.7527	11.00
25yr96hr	POND 2	25.0027	11.00
25yr96hr	POND 2	25.2527	11.00
25yr96hr	POND 2	25.5027	11.00
25yr96hr	POND 2	25.7527	11.00
25yr96hr	POND 2	26.0027	11.00
25yr96hr	POND 2	26.2527	11.00
25yr96hr	POND 2	26.5027	11.00
25yr96hr	POND 2	26.7527	11.00
25yr96hr	POND 2	27.0027	11.00
25yr96hr	POND 2	27.2527	11.00
25yr96hr	POND 2	27.5027	11.00
25yr96hr	POND 2	27.7527	11.00
25yr96hr	POND 2	28.0027	11.00
25yr96hr	POND 2	28.2527	11.00
25yr96hr	POND 2	28.5027	11.00
25yr96hr	POND 2	28.7527	11.00
25yr96hr	POND 2	29.0027	11.00
25yr96hr	POND 2	29.2527	11.00
25yr96hr	POND 2	29.5027	11.00
25yr96hr	POND 2	29.7527	11.00
25yr96hr	POND 2	30.0027	11.00
25yr96hr	POND 2	30.2527	11.00
25yr96hr	POND 2	30.5027	11.00
25yr96hr	POND 2	30.7527	11.00
25yr96hr	POND 2	31.0027	11.00
25yr96hr	POND 2	31.2527	11.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	31.5027	11.00
25yr96hr	POND 2	31.7527	11.00
25yr96hr	POND 2	32.0027	11.00
25yr96hr	POND 2	32.2527	11.00
25yr96hr	POND 2	32.5027	11.00
25yr96hr	POND 2	32.7527	11.00
25yr96hr	POND 2	33.0027	11.00
25yr96hr	POND 2	33.2527	11.00
25yr96hr	POND 2	33.5027	11.00
25yr96hr	POND 2	33.7527	11.00
25yr96hr	POND 2	34.0027	11.00
25yr96hr	POND 2	34.2527	11.00
25yr96hr	POND 2	34.5027	11.00
25yr96hr	POND 2	34.7527	11.00
25yr96hr	POND 2	35.0027	11.00
25yr96hr	POND 2	35.2527	11.00
25yr96hr	POND 2	35.5027	11.00
25yr96hr	POND 2	35.7527	11.00
25yr96hr	POND 2	36.0027	11.00
25yr96hr	POND 2	36.2527	11.00
25yr96hr	POND 2	36.5027	11.00
25yr96hr	POND 2	36.7527	11.00
25yr96hr	POND 2	37.0027	11.00
25yr96hr	POND 2	37.2527	11.00
25yr96hr	POND 2	37.5027	11.00
25yr96hr	POND 2	37.7527	11.00
25yr96hr	POND 2	38.0027	11.00
25yr96hr	POND 2	38.2527	11.00
25yr96hr	POND 2	38.5027	11.00
25yr96hr	POND 2	38.7527	11.00
25yr96hr	POND 2	39.0027	11.00
25yr96hr	POND 2	39.2527	11.00
25yr96hr	POND 2	39.5027	11.00
25yr96hr	POND 2	39.7527	11.00
25yr96hr	POND 2	40.0027	11.00
25yr96hr	POND 2	40.2527	11.00
25yr96hr	POND 2	40.5027	11.00
25yr96hr	POND 2	40.7527	11.00
25yr96hr	POND 2	41.0027	11.00
25yr96hr	POND 2	41.2527	11.00
25yr96hr	POND 2	41.5027	11.00
25yr96hr	POND 2	41.7527	11.00

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	42.0027	11.00
25yr96hr	POND 2	42.2527	11.00
25yr96hr	POND 2	42.5027	11.00
25yr96hr	POND 2	42.7527	11.00
25yr96hr	POND 2	43.0027	11.00
25yr96hr	POND 2	43.2527	11.00
25yr96hr	POND 2	43.5027	11.00
25yr96hr	POND 2	43.7527	11.00
25yr96hr	POND 2	44.0027	11.00
25yr96hr	POND 2	44.2527	11.00
25yr96hr	POND 2	44.5027	11.00
25yr96hr	POND 2	44.7527	11.00
25yr96hr	POND 2	45.0027	11.00
25yr96hr	POND 2	45.2527	11.00
25yr96hr	POND 2	45.5027	11.00
25yr96hr	POND 2	45.7527	11.00
25yr96hr	POND 2	46.0027	11.00
25yr96hr	POND 2	46.2527	11.00
25yr96hr	POND 2	46.5027	11.00
25yr96hr	POND 2	46.7527	11.00
25yr96hr	POND 2	47.0027	11.00
25yr96hr	POND 2	47.2527	11.00
25yr96hr	POND 2	47.5027	11.00
25yr96hr	POND 2	47.7527	11.00
25yr96hr	POND 2	48.0027	11.00
25yr96hr	POND 2	48.2527	11.00
25yr96hr	POND 2	48.5027	11.00
25yr96hr	POND 2	48.7527	11.00
25yr96hr	POND 2	49.0027	11.01
25yr96hr	POND 2	49.2527	11.01
25yr96hr	POND 2	49.5027	11.01
25yr96hr	POND 2	49.7527	11.02
25yr96hr	POND 2	50.0027	11.02
25yr96hr	POND 2	50.2527	11.03
25yr96hr	POND 2	50.5027	11.04
25yr96hr	POND 2	50.7527	11.05
25yr96hr	POND 2	51.0027	11.06
25yr96hr	POND 2	51.2527	11.07
25yr96hr	POND 2	51.5027	11.08
25yr96hr	POND 2	51.7527	11.09
25yr96hr	POND 2	52.0027	11.10
25yr96hr	POND 2	52.2527	11.12

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	52.5027	11.14
25yr96hr	POND 2	52.7527	11.16
25yr96hr	POND 2	53.0027	11.18
25yr96hr	POND 2	53.2527	11.20
25yr96hr	POND 2	53.5027	11.22
25yr96hr	POND 2	53.7527	11.24
25yr96hr	POND 2	54.0027	11.26
25yr96hr	POND 2	54.2561	11.29
25yr96hr	POND 2	54.5044	11.32
25yr96hr	POND 2	54.7502	11.35
25yr96hr	POND 2	55.0044	11.38
25yr96hr	POND 2	55.2544	11.41
25yr96hr	POND 2	55.5036	11.44
25yr96hr	POND 2	55.7569	11.47
25yr96hr	POND 2	56.0027	11.50
25yr96hr	POND 2	56.2524	11.55
25yr96hr	POND 2	56.5023	11.61
25yr96hr	POND 2	56.7523	11.67
25yr96hr	POND 2	57.0009	11.73
25yr96hr	POND 2	57.2504	11.79
25yr96hr	POND 2	57.5017	11.85
25yr96hr	POND 2	57.7537	11.90
25yr96hr	POND 2	58.0020	11.96
25yr96hr	POND 2	58.2516	12.04
25yr96hr	POND 2	58.5012	12.16
25yr96hr	POND 2	58.7513	12.28
25yr96hr	POND 2	59.0017	12.40
25yr96hr	POND 2	59.2502	12.56
25yr96hr	POND 2	59.5005	12.78
25yr96hr	POND 2	59.7502	13.64
25yr96hr	POND 2	60.0000	14.98
25yr96hr	POND 2	60.2504	15.79
25yr96hr	POND 2	60.5004	16.06
25yr96hr	POND 2	60.7503	16.17
25yr96hr	POND 2	61.0011	16.21
25yr96hr	POND 2	61.2507	16.24
25yr96hr	POND 2	61.5004	16.25
25yr96hr	POND 2	61.7505	16.26
25yr96hr	POND 2	62.0010	16.27
25yr96hr	POND 2	62.2511	16.27
25yr96hr	POND 2	62.5013	16.27
25yr96hr	POND 2	62.7516	16.26

MAX STAGE
HR = 61
STAGE = 16.22

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	63.0007	16.25
25yr96hr	POND 2	63.2539	16.25
25yr96hr	POND 2	63.5050	16.25
25yr96hr	POND 2	63.7512	16.24
25yr96hr	POND 2	64.0012	16.24
25yr96hr	POND 2	64.2512	16.24
25yr96hr	POND 2	64.5012	16.23
25yr96hr	POND 2	64.7512	16.21
25yr96hr	POND 2	65.0012	16.20
25yr96hr	POND 2	65.2512	16.19
25yr96hr	POND 2	65.5012	16.17
25yr96hr	POND 2	65.7512	16.16
25yr96hr	POND 2	66.0012	16.15
25yr96hr	POND 2	66.2512	16.15
25yr96hr	POND 2	66.5012	16.14
25yr96hr	POND 2	66.7512	16.13
25yr96hr	POND 2	67.0012	16.12
25yr96hr	POND 2	67.2512	16.12
25yr96hr	POND 2	67.5012	16.11
25yr96hr	POND 2	67.7512	16.10
25yr96hr	POND 2	68.0012	16.10
25yr96hr	POND 2	68.2512	16.09
25yr96hr	POND 2	68.5012	16.08
25yr96hr	POND 2	68.7512	16.06
25yr96hr	POND 2	69.0012	16.05
25yr96hr	POND 2	69.2512	16.04
25yr96hr	POND 2	69.5012	16.03
25yr96hr	POND 2	69.7512	16.02
25yr96hr	POND 2	70.0012	16.01
25yr96hr	POND 2	70.2512	16.00
25yr96hr	POND 2	70.5012	15.99
25yr96hr	POND 2	70.7512	15.98
25yr96hr	POND 2	71.0012	15.97
25yr96hr	POND 2	71.2512	15.96
25yr96hr	POND 2	71.5012	15.95
25yr96hr	POND 2	71.7512	15.94
25yr96hr	POND 2	72.0012	15.93
25yr96hr	POND 2	72.2512	15.92
25yr96hr	POND 2	72.5012	15.91
25yr96hr	POND 2	72.7512	15.89
25yr96hr	POND 2	73.0012	15.87
25yr96hr	POND 2	73.2512	15.86

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	73.5012	15.84
25yr96hr	POND 2	73.7512	15.83
25yr96hr	POND 2	74.0012	15.81
25yr96hr	POND 2	74.2512	15.80
25yr96hr	POND 2	74.5012	15.78
25yr96hr	POND 2	74.7512	15.77
25yr96hr	POND 2	75.0012	15.75
25yr96hr	POND 2	75.2512	15.74
25yr96hr	POND 2	75.5012	15.73
25yr96hr	POND 2	75.7512	15.71
25yr96hr	POND 2	76.0012	15.70
25yr96hr	POND 2	76.2512	15.69
25yr96hr	POND 2	76.5012	15.68
25yr96hr	POND 2	76.7512	15.67
25yr96hr	POND 2	77.0012	15.65
25yr96hr	POND 2	77.2512	15.64
25yr96hr	POND 2	77.5012	15.63
25yr96hr	POND 2	77.7512	15.62
25yr96hr	POND 2	78.0012	15.61
25yr96hr	POND 2	78.2512	15.60
25yr96hr	POND 2	78.5012	15.59
25yr96hr	POND 2	78.7512	15.58
25yr96hr	POND 2	79.0012	15.56
25yr96hr	POND 2	79.2512	15.55
25yr96hr	POND 2	79.5012	15.54
25yr96hr	POND 2	79.7512	15.53
25yr96hr	POND 2	80.0012	15.52
25yr96hr	POND 2	80.2512	15.52
25yr96hr	POND 2	80.5012	15.51
25yr96hr	POND 2	80.7512	15.50
25yr96hr	POND 2	81.0012	15.49
25yr96hr	POND 2	81.2512	15.48
25yr96hr	POND 2	81.5012	15.47
25yr96hr	POND 2	81.7512	15.46
25yr96hr	POND 2	82.0012	15.45
25yr96hr	POND 2	82.2512	15.44
25yr96hr	POND 2	82.5012	15.43
25yr96hr	POND 2	82.7512	15.43
25yr96hr	POND 2	83.0012	15.42
25yr96hr	POND 2	83.2512	15.41
25yr96hr	POND 2	83.5012	15.40
25yr96hr	POND 2	83.7512	15.39

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	84.0012	15.39
25yr96hr	POND 2	84.2512	15.38
25yr96hr	POND 2	84.5012	15.37
25yr96hr	POND 2	84.7512	15.36
25yr96hr	POND 2	85.0012	15.36
25yr96hr	POND 2	85.2512	15.35
25yr96hr	POND 2	85.5012	15.34
25yr96hr	POND 2	85.7512	15.33
25yr96hr	POND 2	86.0012	15.33
25yr96hr	POND 2	86.2512	15.32
25yr96hr	POND 2	86.5012	15.31
25yr96hr	POND 2	86.7512	15.31
25yr96hr	POND 2	87.0012	15.30
25yr96hr	POND 2	87.2512	15.29
25yr96hr	POND 2	87.5012	15.29
25yr96hr	POND 2	87.7512	15.28
25yr96hr	POND 2	88.0012	15.28
25yr96hr	POND 2	88.2512	15.27
25yr96hr	POND 2	88.5012	15.26
25yr96hr	POND 2	88.7512	15.26
25yr96hr	POND 2	89.0012	15.25
25yr96hr	POND 2	89.2512	15.25
25yr96hr	POND 2	89.5012	15.24
25yr96hr	POND 2	89.7512	15.24
25yr96hr	POND 2	90.0012	15.23
25yr96hr	POND 2	90.2512	15.22
25yr96hr	POND 2	90.5012	15.22
25yr96hr	POND 2	90.7512	15.21
25yr96hr	POND 2	91.0012	15.21
25yr96hr	POND 2	91.2512	15.20
25yr96hr	POND 2	91.5012	15.20
25yr96hr	POND 2	91.7512	15.19
25yr96hr	POND 2	92.0012	15.19
25yr96hr	POND 2	92.2512	15.19
25yr96hr	POND 2	92.5012	15.18
25yr96hr	POND 2	92.7512	15.18
25yr96hr	POND 2	93.0012	15.17
25yr96hr	POND 2	93.2512	15.17
25yr96hr	POND 2	93.5012	15.16
25yr96hr	POND 2	93.7512	15.16
25yr96hr	POND 2	94.0012	15.15
25yr96hr	POND 2	94.2512	15.15

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	94.5012	15.15
25yr96hr	POND 2	94.7512	15.14
25yr96hr	POND 2	95.0012	15.14
25yr96hr	POND 2	95.2512	15.13
25yr96hr	POND 2	95.5012	15.13
25yr96hr	POND 2	95.7512	15.13
25yr96hr	POND 2	96.0012	15.12
25yr96hr	POND 2	96.2512	15.11
25yr96hr	POND 2	96.5012	15.10
25yr96hr	POND 2	96.7512	15.08
25yr96hr	POND 2	97.0012	15.07
25yr96hr	POND 2	97.2512	15.05
25yr96hr	POND 2	97.5012	15.04
25yr96hr	POND 2	97.7512	15.02
25yr96hr	POND 2	98.0012	15.01
25yr96hr	POND 2	98.2512	15.00
25yr96hr	POND 2	98.5012	14.98
25yr96hr	POND 2	98.7512	14.97
25yr96hr	POND 2	99.0012	14.95
25yr96hr	POND 2	99.2512	14.94
25yr96hr	POND 2	99.5012	14.93
25yr96hr	POND 2	99.7512	14.91
25yr96hr	POND 2	100.0012	14.90
25yr96hr	POND 2	100.2512	14.89
25yr96hr	POND 2	100.5012	14.87
25yr96hr	POND 2	100.7512	14.86
25yr96hr	POND 2	101.0012	14.85
25yr96hr	POND 2	101.2512	14.83
25yr96hr	POND 2	101.5012	14.82
25yr96hr	POND 2	101.7512	14.81
25yr96hr	POND 2	102.0012	14.80
25yr96hr	POND 2	102.2512	14.78
25yr96hr	POND 2	102.5012	14.77
25yr96hr	POND 2	102.7512	14.76
25yr96hr	POND 2	103.0012	14.75
25yr96hr	POND 2	103.2512	14.74
25yr96hr	POND 2	103.5012	14.72
25yr96hr	POND 2	103.7512	14.71
25yr96hr	POND 2	104.0012	14.70
25yr96hr	POND 2	104.2512	14.69
25yr96hr	POND 2	104.5012	14.68
25yr96hr	POND 2	104.7512	14.67

END DESIGN
STORM
HR = 96
STAGE = 15.12

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	105.0012	14.65
25yr96hr	POND 2	105.2512	14.64
25yr96hr	POND 2	105.5012	14.63
25yr96hr	POND 2	105.7512	14.62
25yr96hr	POND 2	106.0012	14.61
25yr96hr	POND 2	106.2512	14.60
25yr96hr	POND 2	106.5012	14.59
25yr96hr	POND 2	106.7512	14.58
25yr96hr	POND 2	107.0012	14.56
25yr96hr	POND 2	107.2512	14.55
25yr96hr	POND 2	107.5012	14.54
25yr96hr	POND 2	107.7512	14.53
25yr96hr	POND 2	108.0012	14.52
25yr96hr	POND 2	108.2512	14.51
25yr96hr	POND 2	108.5012	14.50
25yr96hr	POND 2	108.7512	14.49
25yr96hr	POND 2	109.0012	14.48
25yr96hr	POND 2	109.2512	14.47
25yr96hr	POND 2	109.5012	14.46
25yr96hr	POND 2	109.7512	14.45
25yr96hr	POND 2	110.0012	14.44
25yr96hr	POND 2	110.2512	14.43
25yr96hr	POND 2	110.5012	14.42
25yr96hr	POND 2	110.7512	14.41
25yr96hr	POND 2	111.0012	14.40
25yr96hr	POND 2	111.2512	14.39
25yr96hr	POND 2	111.5012	14.38
25yr96hr	POND 2	111.7512	14.37
25yr96hr	POND 2	112.0012	14.36
25yr96hr	POND 2	112.2512	14.35
25yr96hr	POND 2	112.5012	14.34
25yr96hr	POND 2	112.7512	14.33
25yr96hr	POND 2	113.0012	14.32
25yr96hr	POND 2	113.2512	14.31
25yr96hr	POND 2	113.5012	14.30
25yr96hr	POND 2	113.7512	14.29
25yr96hr	POND 2	114.0012	14.28
25yr96hr	POND 2	114.2512	14.27
25yr96hr	POND 2	114.5012	14.27
25yr96hr	POND 2	114.7512	14.26
25yr96hr	POND 2	115.0012	14.25
25yr96hr	POND 2	115.2512	14.24

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	115.5012	14.23
25yr96hr	POND 2	115.7512	14.22
25yr96hr	POND 2	116.0012	14.21
25yr96hr	POND 2	116.2512	14.20
25yr96hr	POND 2	116.5012	14.19
25yr96hr	POND 2	116.7512	14.18
25yr96hr	POND 2	117.0012	14.18
25yr96hr	POND 2	117.2512	14.17
25yr96hr	POND 2	117.5012	14.16
25yr96hr	POND 2	117.7512	14.15
25yr96hr	POND 2	118.0012	14.14
25yr96hr	POND 2	118.2512	14.13
25yr96hr	POND 2	118.5012	14.12
25yr96hr	POND 2	118.7512	14.11
25yr96hr	POND 2	119.0012	14.11
25yr96hr	POND 2	119.2512	14.10
25yr96hr	POND 2	119.5012	14.09
25yr96hr	POND 2	119.7512	14.08
25yr96hr	POND 2	120.0012	14.07
25yr96hr	POND 2	120.2512	14.06
25yr96hr	POND 2	120.5012	14.06
25yr96hr	POND 2	120.7512	14.05
25yr96hr	POND 2	121.0012	14.04
25yr96hr	POND 2	121.2512	14.03
25yr96hr	POND 2	121.5012	14.02
25yr96hr	POND 2	121.7512	14.02
25yr96hr	POND 2	122.0012	14.01
25yr96hr	POND 2	122.2512	14.00
25yr96hr	POND 2	122.5012	13.99
25yr96hr	POND 2	122.7512	13.98
25yr96hr	POND 2	123.0012	13.98
25yr96hr	POND 2	123.2512	13.97
25yr96hr	POND 2	123.5012	13.96
25yr96hr	POND 2	123.7512	13.95
25yr96hr	POND 2	124.0012	13.95
25yr96hr	POND 2	124.2512	13.94
25yr96hr	POND 2	124.5012	13.93
25yr96hr	POND 2	124.7512	13.92
25yr96hr	POND 2	125.0012	13.91
25yr96hr	POND 2	125.2512	13.91
25yr96hr	POND 2	125.5012	13.90
25yr96hr	POND 2	125.7512	13.89

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	126.0012	13.88
25yr96hr	POND 2	126.2512	13.88
25yr96hr	POND 2	126.5012	13.87
25yr96hr	POND 2	126.7512	13.86
25yr96hr	POND 2	127.0012	13.86
25yr96hr	POND 2	127.2512	13.85
25yr96hr	POND 2	127.5012	13.84
25yr96hr	POND 2	127.7512	13.83
25yr96hr	POND 2	128.0012	13.83
25yr96hr	POND 2	128.2512	13.82
25yr96hr	POND 2	128.5012	13.81
25yr96hr	POND 2	128.7512	13.80
25yr96hr	POND 2	129.0012	13.80
25yr96hr	POND 2	129.2512	13.79
25yr96hr	POND 2	129.5012	13.78
25yr96hr	POND 2	129.7512	13.78
25yr96hr	POND 2	130.0012	13.77
25yr96hr	POND 2	130.2512	13.76
25yr96hr	POND 2	130.5012	13.76
25yr96hr	POND 2	130.7512	13.75
25yr96hr	POND 2	131.0012	13.74
25yr96hr	POND 2	131.2512	13.74
25yr96hr	POND 2	131.5012	13.73
25yr96hr	POND 2	131.7512	13.72
25yr96hr	POND 2	132.0012	13.71
25yr96hr	POND 2	132.2512	13.71
25yr96hr	POND 2	132.5012	13.70
25yr96hr	POND 2	132.7512	13.69
25yr96hr	POND 2	133.0012	13.69
25yr96hr	POND 2	133.2512	13.68
25yr96hr	POND 2	133.5012	13.67
25yr96hr	POND 2	133.7512	13.67
25yr96hr	POND 2	134.0012	13.66
25yr96hr	POND 2	134.2512	13.66
25yr96hr	POND 2	134.5012	13.65
25yr96hr	POND 2	134.7512	13.64
25yr96hr	POND 2	135.0012	13.64
25yr96hr	POND 2	135.2512	13.63
25yr96hr	POND 2	135.5012	13.62
25yr96hr	POND 2	135.7512	13.62
25yr96hr	POND 2	136.0012	13.61
25yr96hr	POND 2	136.2512	13.60

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	136.5012	13.60
25yr96hr	POND 2	136.7512	13.59
25yr96hr	POND 2	137.0012	13.59
25yr96hr	POND 2	137.2512	13.58
25yr96hr	POND 2	137.5012	13.57
25yr96hr	POND 2	137.7512	13.57
25yr96hr	POND 2	138.0012	13.56
25yr96hr	POND 2	138.2512	13.55
25yr96hr	POND 2	138.5012	13.55
25yr96hr	POND 2	138.7512	13.54
25yr96hr	POND 2	139.0012	13.54
25yr96hr	POND 2	139.2512	13.53
25yr96hr	POND 2	139.5012	13.52
25yr96hr	POND 2	139.7512	13.52
25yr96hr	POND 2	140.0012	13.51
25yr96hr	POND 2	140.2512	13.51
25yr96hr	POND 2	140.5012	13.50
25yr96hr	POND 2	140.7512	13.49
25yr96hr	POND 2	141.0012	13.49
25yr96hr	POND 2	141.2512	13.48
25yr96hr	POND 2	141.5012	13.48
25yr96hr	POND 2	141.7512	13.47
25yr96hr	POND 2	142.0012	13.47
25yr96hr	POND 2	142.2512	13.46
25yr96hr	POND 2	142.5012	13.45
25yr96hr	POND 2	142.7512	13.45
25yr96hr	POND 2	143.0012	13.44
25yr96hr	POND 2	143.2512	13.44
25yr96hr	POND 2	143.5012	13.43
25yr96hr	POND 2	143.7512	13.43
25yr96hr	POND 2	144.0012	13.42
25yr96hr	POND 2	144.2512	13.41
25yr96hr	POND 2	144.5012	13.41
25yr96hr	POND 2	144.7512	13.40
25yr96hr	POND 2	145.0012	13.40
25yr96hr	POND 2	145.2512	13.39
25yr96hr	POND 2	145.5012	13.39
25yr96hr	POND 2	145.7512	13.38
25yr96hr	POND 2	146.0012	13.38
25yr96hr	POND 2	146.2512	13.37
25yr96hr	POND 2	146.5012	13.36
25yr96hr	POND 2	146.7512	13.36

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	147.0012	13.35
25yr96hr	POND 2	147.2512	13.35
25yr96hr	POND 2	147.5012	13.34
25yr96hr	POND 2	147.7512	13.34
25yr96hr	POND 2	148.0012	13.33
25yr96hr	POND 2	148.2512	13.33
25yr96hr	POND 2	148.5012	13.32
25yr96hr	POND 2	148.7512	13.32
25yr96hr	POND 2	149.0012	13.31
25yr96hr	POND 2	149.2512	13.31
25yr96hr	POND 2	149.5012	13.30
25yr96hr	POND 2	149.7512	13.29
25yr96hr	POND 2	150.0012	13.29
25yr96hr	POND 2	150.2512	13.28
25yr96hr	POND 2	150.5012	13.28
25yr96hr	POND 2	150.7512	13.27
25yr96hr	POND 2	151.0012	13.27
25yr96hr	POND 2	151.2512	13.26
25yr96hr	POND 2	151.5012	13.26
25yr96hr	POND 2	151.7512	13.25
25yr96hr	POND 2	152.0012	13.25
25yr96hr	POND 2	152.2512	13.24
25yr96hr	POND 2	152.5012	13.24
25yr96hr	POND 2	152.7512	13.23
25yr96hr	POND 2	153.0012	13.23
25yr96hr	POND 2	153.2512	13.22
25yr96hr	POND 2	153.5012	13.22
25yr96hr	POND 2	153.7512	13.21
25yr96hr	POND 2	154.0012	13.21
25yr96hr	POND 2	154.2512	13.20
25yr96hr	POND 2	154.5012	13.20
25yr96hr	POND 2	154.7512	13.19
25yr96hr	POND 2	155.0012	13.19
25yr96hr	POND 2	155.2512	13.18
25yr96hr	POND 2	155.5012	13.18
25yr96hr	POND 2	155.7512	13.17
25yr96hr	POND 2	156.0012	13.17
25yr96hr	POND 2	156.2512	13.16
25yr96hr	POND 2	156.5012	13.16
25yr96hr	POND 2	156.7512	13.15
25yr96hr	POND 2	157.0012	13.15
25yr96hr	POND 2	157.2512	13.15

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	157.5012	13.14
25yr96hr	POND 2	157.7512	13.14
25yr96hr	POND 2	158.0012	13.13
25yr96hr	POND 2	158.2512	13.13
25yr96hr	POND 2	158.5012	13.12
25yr96hr	POND 2	158.7512	13.12
25yr96hr	POND 2	159.0012	13.11
25yr96hr	POND 2	159.2512	13.11
25yr96hr	POND 2	159.5012	13.10
25yr96hr	POND 2	159.7512	13.10
25yr96hr	POND 2	160.0012	13.09
25yr96hr	POND 2	160.2512	13.09
25yr96hr	POND 2	160.5012	13.08
25yr96hr	POND 2	160.7512	13.08
25yr96hr	POND 2	161.0012	13.08
25yr96hr	POND 2	161.2512	13.07
25yr96hr	POND 2	161.5012	13.07
25yr96hr	POND 2	161.7512	13.06
25yr96hr	POND 2	162.0012	13.06
25yr96hr	POND 2	162.2512	13.05
25yr96hr	POND 2	162.5012	13.05
25yr96hr	POND 2	162.7512	13.04
25yr96hr	POND 2	163.0012	13.04
25yr96hr	POND 2	163.2512	13.04
25yr96hr	POND 2	163.5012	13.03
25yr96hr	POND 2	163.7512	13.03
25yr96hr	POND 2	164.0012	13.02
25yr96hr	POND 2	164.2512	13.02
25yr96hr	POND 2	164.5012	13.01
25yr96hr	POND 2	164.7512	13.01
25yr96hr	POND 2	165.0012	13.00
25yr96hr	POND 2	165.2512	13.00
25yr96hr	POND 2	165.5012	13.00
25yr96hr	POND 2	165.7512	12.99
25yr96hr	POND 2	166.0012	12.99
25yr96hr	POND 2	166.2512	12.98
25yr96hr	POND 2	166.5012	12.98
25yr96hr	POND 2	166.7512	12.97
25yr96hr	POND 2	167.0012	12.97
25yr96hr	POND 2	167.2512	12.97
25yr96hr	POND 2	167.5012	12.96
25yr96hr	POND 2	167.7512	12.96

96,416 CF STORAGE VOLUME BETWEEN EL 12.95 & EL 17.00.
 REQUIRED TREATMENT VOLUME = 12,845 CF.
 THEREFORE, POND 2 RECOVERS REQD. TREATMENT VOLUME WITHIN 72
 HRS AFTER DESIGN STORM EVENT.

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	168.0012	12.95
25yr96hr	POND 2	168.2512	12.95
25yr96hr	POND 2	168.5012	12.94
25yr96hr	POND 2	168.7512	12.94
25yr96hr	POND 2	169.0012	12.94
25yr96hr	POND 2	169.2512	12.93
25yr96hr	POND 2	169.5012	12.93
25yr96hr	POND 2	169.7512	12.92
25yr96hr	POND 2	170.0012	12.92
25yr96hr	POND 2	170.2512	12.92
25yr96hr	POND 2	170.5012	12.91
25yr96hr	POND 2	170.7512	12.91
25yr96hr	POND 2	171.0012	12.90
25yr96hr	POND 2	171.2512	12.90
25yr96hr	POND 2	171.5012	12.90
25yr96hr	POND 2	171.7512	12.89
25yr96hr	POND 2	172.0012	12.89
25yr96hr	POND 2	172.2512	12.88
25yr96hr	POND 2	172.5012	12.88
25yr96hr	POND 2	172.7512	12.88
25yr96hr	POND 2	173.0012	12.87
25yr96hr	POND 2	173.2512	12.87
25yr96hr	POND 2	173.5012	12.86
25yr96hr	POND 2	173.7512	12.86
25yr96hr	POND 2	174.0012	12.86
25yr96hr	POND 2	174.2512	12.85
25yr96hr	POND 2	174.5012	12.85
25yr96hr	POND 2	174.7512	12.85
25yr96hr	POND 2	175.0012	12.84
25yr96hr	POND 2	175.2512	12.84
25yr96hr	POND 2	175.5012	12.83
25yr96hr	POND 2	175.7512	12.83
25yr96hr	POND 2	176.0012	12.83
25yr96hr	POND 2	176.2512	12.82
25yr96hr	POND 2	176.5012	12.82
25yr96hr	POND 2	176.7512	12.81
25yr96hr	POND 2	177.0012	12.81
25yr96hr	POND 2	177.2512	12.81
25yr96hr	POND 2	177.5012	12.80
25yr96hr	POND 2	177.7512	12.80
25yr96hr	POND 2	178.0012	12.80
25yr96hr	POND 2	178.2512	12.79

72 HRS AFTER
 DESIGN STORM
 HR = 168
 STAGE = 12.95

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	178.5012	12.79
25yr96hr	POND 2	178.7512	12.79
25yr96hr	POND 2	179.0012	12.78
25yr96hr	POND 2	179.2512	12.78
25yr96hr	POND 2	179.5012	12.77
25yr96hr	POND 2	179.7512	12.77
25yr96hr	POND 2	180.0012	12.77
25yr96hr	POND 2	180.2512	12.76
25yr96hr	POND 2	180.5012	12.76
25yr96hr	POND 2	180.7512	12.76
25yr96hr	POND 2	181.0012	12.75
25yr96hr	POND 2	181.2512	12.75
25yr96hr	POND 2	181.5012	12.75
25yr96hr	POND 2	181.7512	12.74
25yr96hr	POND 2	182.0012	12.74
25yr96hr	POND 2	182.2512	12.73
25yr96hr	POND 2	182.5012	12.73
25yr96hr	POND 2	182.7512	12.73
25yr96hr	POND 2	183.0012	12.72
25yr96hr	POND 2	183.2512	12.72
25yr96hr	POND 2	183.5012	12.72
25yr96hr	POND 2	183.7512	12.71
25yr96hr	POND 2	184.0012	12.71
25yr96hr	POND 2	184.2512	12.71
25yr96hr	POND 2	184.5012	12.70
25yr96hr	POND 2	184.7512	12.70
25yr96hr	POND 2	185.0012	12.70
25yr96hr	POND 2	185.2512	12.69
25yr96hr	POND 2	185.5012	12.69
25yr96hr	POND 2	185.7512	12.69
25yr96hr	POND 2	186.0012	12.68
25yr96hr	POND 2	186.2512	12.68
25yr96hr	POND 2	186.5012	12.68
25yr96hr	POND 2	186.7512	12.67
25yr96hr	POND 2	187.0012	12.67
25yr96hr	POND 2	187.2512	12.67
25yr96hr	POND 2	187.5012	12.66
25yr96hr	POND 2	187.7512	12.66
25yr96hr	POND 2	188.0012	12.66
25yr96hr	POND 2	188.2512	12.65
25yr96hr	POND 2	188.5012	12.65
25yr96hr	POND 2	188.7512	12.65

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	189.0012	12.64
25yr96hr	POND 2	189.2512	12.64
25yr96hr	POND 2	189.5012	12.64
25yr96hr	POND 2	189.7512	12.63
25yr96hr	POND 2	190.0012	12.63
25yr96hr	POND 2	190.2512	12.63
25yr96hr	POND 2	190.5012	12.62
25yr96hr	POND 2	190.7512	12.62
25yr96hr	POND 2	191.0012	12.62
25yr96hr	POND 2	191.2512	12.61
25yr96hr	POND 2	191.5012	12.61
25yr96hr	POND 2	191.7512	12.61
25yr96hr	POND 2	192.0012	12.60
25yr96hr	POND 2	192.2512	12.60
25yr96hr	POND 2	192.5012	12.60
25yr96hr	POND 2	192.7512	12.59
25yr96hr	POND 2	193.0012	12.59
25yr96hr	POND 2	193.2512	12.59
25yr96hr	POND 2	193.5012	12.58
25yr96hr	POND 2	193.7512	12.58
25yr96hr	POND 2	194.0012	12.58
25yr96hr	POND 2	194.2512	12.58
25yr96hr	POND 2	194.5012	12.57
25yr96hr	POND 2	194.7512	12.57
25yr96hr	POND 2	195.0012	12.57
25yr96hr	POND 2	195.2512	12.56
25yr96hr	POND 2	195.5012	12.56
25yr96hr	POND 2	195.7512	12.56
25yr96hr	POND 2	196.0012	12.55
25yr96hr	POND 2	196.2512	12.55
25yr96hr	POND 2	196.5012	12.55
25yr96hr	POND 2	196.7512	12.54
25yr96hr	POND 2	197.0012	12.54
25yr96hr	POND 2	197.2512	12.54
25yr96hr	POND 2	197.5012	12.54
25yr96hr	POND 2	197.7512	12.53
25yr96hr	POND 2	198.0012	12.53
25yr96hr	POND 2	198.2512	12.53
25yr96hr	POND 2	198.5012	12.52
25yr96hr	POND 2	198.7512	12.52
25yr96hr	POND 2	199.0012	12.52
25yr96hr	POND 2	199.2512	12.51

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	199.5012	12.51
25yr96hr	POND 2	199.7512	12.51
25yr96hr	POND 2	200.0012	12.51
25yr96hr	POND 2	200.2512	12.50
25yr96hr	POND 2	200.5012	12.50
25yr96hr	POND 2	200.7512	12.50
25yr96hr	POND 2	201.0012	12.49
25yr96hr	POND 2	201.2512	12.49
25yr96hr	POND 2	201.5012	12.49
25yr96hr	POND 2	201.7512	12.49
25yr96hr	POND 2	202.0012	12.48
25yr96hr	POND 2	202.2512	12.48
25yr96hr	POND 2	202.5012	12.48
25yr96hr	POND 2	202.7512	12.47
25yr96hr	POND 2	203.0012	12.47
25yr96hr	POND 2	203.2512	12.47
25yr96hr	POND 2	203.5012	12.46
25yr96hr	POND 2	203.7512	12.46
25yr96hr	POND 2	204.0012	12.46
25yr96hr	POND 2	204.2512	12.46
25yr96hr	POND 2	204.5012	12.45
25yr96hr	POND 2	204.7512	12.45
25yr96hr	POND 2	205.0012	12.45
25yr96hr	POND 2	205.2512	12.44
25yr96hr	POND 2	205.5012	12.44
25yr96hr	POND 2	205.7512	12.44
25yr96hr	POND 2	206.0012	12.44
25yr96hr	POND 2	206.2512	12.43
25yr96hr	POND 2	206.5012	12.43
25yr96hr	POND 2	206.7512	12.43
25yr96hr	POND 2	207.0012	12.43
25yr96hr	POND 2	207.2512	12.42
25yr96hr	POND 2	207.5012	12.42
25yr96hr	POND 2	207.7512	12.42
25yr96hr	POND 2	208.0012	12.41
25yr96hr	POND 2	208.2512	12.41
25yr96hr	POND 2	208.5012	12.41
25yr96hr	POND 2	208.7512	12.41
25yr96hr	POND 2	209.0012	12.40
25yr96hr	POND 2	209.2512	12.40
25yr96hr	POND 2	209.5012	12.40
25yr96hr	POND 2	209.7512	12.40

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	210.0012	12.39
25yr96hr	POND 2	210.2512	12.39
25yr96hr	POND 2	210.5012	12.39
25yr96hr	POND 2	210.7512	12.38
25yr96hr	POND 2	211.0012	12.38
25yr96hr	POND 2	211.2512	12.38
25yr96hr	POND 2	211.5012	12.38
25yr96hr	POND 2	211.7512	12.37
25yr96hr	POND 2	212.0012	12.37
25yr96hr	POND 2	212.2512	12.37
25yr96hr	POND 2	212.5012	12.37
25yr96hr	POND 2	212.7512	12.36
25yr96hr	POND 2	213.0012	12.36
25yr96hr	POND 2	213.2512	12.36
25yr96hr	POND 2	213.5012	12.36
25yr96hr	POND 2	213.7512	12.35
25yr96hr	POND 2	214.0012	12.35
25yr96hr	POND 2	214.2512	12.35
25yr96hr	POND 2	214.5012	12.34
25yr96hr	POND 2	214.7512	12.34
25yr96hr	POND 2	215.0012	12.34
25yr96hr	POND 2	215.2512	12.34
25yr96hr	POND 2	215.5012	12.33
25yr96hr	POND 2	215.7512	12.33
25yr96hr	POND 2	216.0012	12.33
25yr96hr	POND 2	216.2512	12.33
25yr96hr	POND 2	216.5012	12.32
25yr96hr	POND 2	216.7512	12.32
25yr96hr	POND 2	217.0012	12.32
25yr96hr	POND 2	217.2512	12.32
25yr96hr	POND 2	217.5012	12.31
25yr96hr	POND 2	217.7512	12.31
25yr96hr	POND 2	218.0012	12.31
25yr96hr	POND 2	218.2512	12.31
25yr96hr	POND 2	218.5012	12.30
25yr96hr	POND 2	218.7512	12.30
25yr96hr	POND 2	219.0012	12.30
25yr96hr	POND 2	219.2512	12.30
25yr96hr	POND 2	219.5012	12.29
25yr96hr	POND 2	219.7512	12.29
25yr96hr	POND 2	220.0012	12.29
25yr96hr	POND 2	220.2512	12.29

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	220.5012	12.28
25yr96hr	POND 2	220.7512	12.28
25yr96hr	POND 2	221.0012	12.28
25yr96hr	POND 2	221.2512	12.28
25yr96hr	POND 2	221.5012	12.27
25yr96hr	POND 2	221.7512	12.27
25yr96hr	POND 2	222.0012	12.27
25yr96hr	POND 2	222.2512	12.27
25yr96hr	POND 2	222.5012	12.26
25yr96hr	POND 2	222.7512	12.26
25yr96hr	POND 2	223.0012	12.26
25yr96hr	POND 2	223.2512	12.26
25yr96hr	POND 2	223.5012	12.25
25yr96hr	POND 2	223.7512	12.25
25yr96hr	POND 2	224.0012	12.25
25yr96hr	POND 2	224.2512	12.25
25yr96hr	POND 2	224.5012	12.24
25yr96hr	POND 2	224.7512	12.24
25yr96hr	POND 2	225.0012	12.24
25yr96hr	POND 2	225.2512	12.24
25yr96hr	POND 2	225.5012	12.23
25yr96hr	POND 2	225.7512	12.23
25yr96hr	POND 2	226.0012	12.23
25yr96hr	POND 2	226.2512	12.23
25yr96hr	POND 2	226.5012	12.23
25yr96hr	POND 2	226.7512	12.22
25yr96hr	POND 2	227.0012	12.22
25yr96hr	POND 2	227.2512	12.22
25yr96hr	POND 2	227.5012	12.22
25yr96hr	POND 2	227.7512	12.21
25yr96hr	POND 2	228.0012	12.21
25yr96hr	POND 2	228.2512	12.21
25yr96hr	POND 2	228.5012	12.21
25yr96hr	POND 2	228.7512	12.20
25yr96hr	POND 2	229.0012	12.20
25yr96hr	POND 2	229.2512	12.20
25yr96hr	POND 2	229.5012	12.20
25yr96hr	POND 2	229.7512	12.19
25yr96hr	POND 2	230.0012	12.19
25yr96hr	POND 2	230.2512	12.19
25yr96hr	POND 2	230.5012	12.19
25yr96hr	POND 2	230.7512	12.19

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	231.0012	12.18
25yr96hr	POND 2	231.2512	12.18
25yr96hr	POND 2	231.5012	12.18
25yr96hr	POND 2	231.7512	12.18
25yr96hr	POND 2	232.0012	12.17
25yr96hr	POND 2	232.2512	12.17
25yr96hr	POND 2	232.5012	12.17
25yr96hr	POND 2	232.7512	12.17
25yr96hr	POND 2	233.0012	12.17
25yr96hr	POND 2	233.2512	12.16
25yr96hr	POND 2	233.5012	12.16
25yr96hr	POND 2	233.7512	12.16
25yr96hr	POND 2	234.0012	12.16
25yr96hr	POND 2	234.2512	12.15
25yr96hr	POND 2	234.5012	12.15
25yr96hr	POND 2	234.7512	12.15
25yr96hr	POND 2	235.0012	12.15
25yr96hr	POND 2	235.2512	12.15
25yr96hr	POND 2	235.5012	12.14
25yr96hr	POND 2	235.7512	12.14
25yr96hr	POND 2	236.0012	12.14
25yr96hr	POND 2	236.2512	12.14
25yr96hr	POND 2	236.5012	12.13
25yr96hr	POND 2	236.7512	12.13
25yr96hr	POND 2	237.0012	12.13
25yr96hr	POND 2	237.2512	12.13
25yr96hr	POND 2	237.5012	12.13
25yr96hr	POND 2	237.7512	12.12
25yr96hr	POND 2	238.0012	12.12
25yr96hr	POND 2	238.2512	12.12
25yr96hr	POND 2	238.5012	12.12
25yr96hr	POND 2	238.7512	12.11
25yr96hr	POND 2	239.0012	12.11
25yr96hr	POND 2	239.2512	12.11
25yr96hr	POND 2	239.5012	12.11
25yr96hr	POND 2	239.7512	12.11
25yr96hr	POND 2	240.0012	12.10
25yr96hr	POND 2	240.2512	12.10
25yr96hr	POND 2	240.5012	12.10
25yr96hr	POND 2	240.7512	12.10
25yr96hr	POND 2	241.0012	12.10
25yr96hr	POND 2	241.2512	12.09

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	241.5012	12.09
25yr96hr	POND 2	241.7512	12.09
25yr96hr	POND 2	242.0012	12.09
25yr96hr	POND 2	242.2512	12.08
25yr96hr	POND 2	242.5012	12.08
25yr96hr	POND 2	242.7512	12.08
25yr96hr	POND 2	243.0012	12.08
25yr96hr	POND 2	243.2512	12.08
25yr96hr	POND 2	243.5012	12.07
25yr96hr	POND 2	243.7512	12.07
25yr96hr	POND 2	244.0012	12.07
25yr96hr	POND 2	244.2512	12.07
25yr96hr	POND 2	244.5012	12.07
25yr96hr	POND 2	244.7512	12.06
25yr96hr	POND 2	245.0012	12.06
25yr96hr	POND 2	245.2512	12.06
25yr96hr	POND 2	245.5012	12.06
25yr96hr	POND 2	245.7512	12.06
25yr96hr	POND 2	246.0012	12.05
25yr96hr	POND 2	246.2512	12.05
25yr96hr	POND 2	246.5012	12.05
25yr96hr	POND 2	246.7512	12.05
25yr96hr	POND 2	247.0012	12.04
25yr96hr	POND 2	247.2512	12.04
25yr96hr	POND 2	247.5012	12.04
25yr96hr	POND 2	247.7512	12.04
25yr96hr	POND 2	248.0012	12.04
25yr96hr	POND 2	248.2512	12.03
25yr96hr	POND 2	248.5012	12.03
25yr96hr	POND 2	248.7512	12.03
25yr96hr	POND 2	249.0012	12.03
25yr96hr	POND 2	249.2512	12.03
25yr96hr	POND 2	249.5012	12.02
25yr96hr	POND 2	249.7512	12.02
25yr96hr	POND 2	250.0012	12.02
25yr96hr	POND 2	250.2512	12.02
25yr96hr	POND 2	250.5012	12.02
25yr96hr	POND 2	250.7512	12.01
25yr96hr	POND 2	251.0012	12.01
25yr96hr	POND 2	251.2512	12.01
25yr96hr	POND 2	251.5012	12.01
25yr96hr	POND 2	251.7512	12.01

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	252.0012	12.00
25yr96hr	POND 2	252.2512	12.00
25yr96hr	POND 2	252.5012	12.00
25yr96hr	POND 2	252.7512	12.00
25yr96hr	POND 2	253.0012	12.00
25yr96hr	POND 2	253.2512	11.99
25yr96hr	POND 2	253.5012	11.99
25yr96hr	POND 2	253.7512	11.99
25yr96hr	POND 2	254.0012	11.99
25yr96hr	POND 2	254.2512	11.99
25yr96hr	POND 2	254.5012	11.99
25yr96hr	POND 2	254.7512	11.98
25yr96hr	POND 2	255.0012	11.98
25yr96hr	POND 2	255.2512	11.98
25yr96hr	POND 2	255.5012	11.98
25yr96hr	POND 2	255.7512	11.98
25yr96hr	POND 2	256.0012	11.97
25yr96hr	POND 2	256.2512	11.97
25yr96hr	POND 2	256.5012	11.97
25yr96hr	POND 2	256.7512	11.97
25yr96hr	POND 2	257.0012	11.97
25yr96hr	POND 2	257.2512	11.96
25yr96hr	POND 2	257.5012	11.96
25yr96hr	POND 2	257.7512	11.96
25yr96hr	POND 2	258.0012	11.96
25yr96hr	POND 2	258.2512	11.96
25yr96hr	POND 2	258.5012	11.95
25yr96hr	POND 2	258.7512	11.95
25yr96hr	POND 2	259.0012	11.95
25yr96hr	POND 2	259.2512	11.95
25yr96hr	POND 2	259.5012	11.95
25yr96hr	POND 2	259.7512	11.94
25yr96hr	POND 2	260.0012	11.94
25yr96hr	POND 2	260.2512	11.94
25yr96hr	POND 2	260.5012	11.94
25yr96hr	POND 2	260.7512	11.94
25yr96hr	POND 2	261.0012	11.94
25yr96hr	POND 2	261.2512	11.93
25yr96hr	POND 2	261.5012	11.93
25yr96hr	POND 2	261.7512	11.93
25yr96hr	POND 2	262.0012	11.93
25yr96hr	POND 2	262.2512	11.93

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	262.5012	11.92
25yr96hr	POND 2	262.7512	11.92
25yr96hr	POND 2	263.0012	11.92
25yr96hr	POND 2	263.2512	11.92
25yr96hr	POND 2	263.5012	11.92
25yr96hr	POND 2	263.7512	11.92
25yr96hr	POND 2	264.0012	11.91
25yr96hr	POND 2	264.2512	11.91
25yr96hr	POND 2	264.5012	11.91
25yr96hr	POND 2	264.7512	11.91
25yr96hr	POND 2	265.0012	11.91
25yr96hr	POND 2	265.2512	11.90
25yr96hr	POND 2	265.5012	11.90
25yr96hr	POND 2	265.7512	11.90
25yr96hr	POND 2	266.0012	11.90
25yr96hr	POND 2	266.2512	11.90
25yr96hr	POND 2	266.5012	11.90
25yr96hr	POND 2	266.7512	11.89
25yr96hr	POND 2	267.0012	11.89
25yr96hr	POND 2	267.2512	11.89
25yr96hr	POND 2	267.5012	11.89
25yr96hr	POND 2	267.7512	11.89
25yr96hr	POND 2	268.0012	11.88
25yr96hr	POND 2	268.2512	11.88
25yr96hr	POND 2	268.5012	11.88
25yr96hr	POND 2	268.7512	11.88
25yr96hr	POND 2	269.0012	11.88
25yr96hr	POND 2	269.2512	11.88
25yr96hr	POND 2	269.5012	11.87
25yr96hr	POND 2	269.7512	11.87
25yr96hr	POND 2	270.0012	11.87
25yr96hr	POND 2	270.2512	11.87
25yr96hr	POND 2	270.5012	11.87
25yr96hr	POND 2	270.7512	11.87
25yr96hr	POND 2	271.0012	11.86
25yr96hr	POND 2	271.2512	11.86
25yr96hr	POND 2	271.5012	11.86
25yr96hr	POND 2	271.7512	11.86
25yr96hr	POND 2	272.0012	11.86
25yr96hr	POND 2	272.2512	11.85
25yr96hr	POND 2	272.5012	11.85
25yr96hr	POND 2	272.7512	11.85

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	273.0012	11.85
25yr96hr	POND 2	273.2512	11.85
25yr96hr	POND 2	273.5012	11.85
25yr96hr	POND 2	273.7512	11.84
25yr96hr	POND 2	274.0012	11.84
25yr96hr	POND 2	274.2512	11.84
25yr96hr	POND 2	274.5012	11.84
25yr96hr	POND 2	274.7512	11.84
25yr96hr	POND 2	275.0012	11.84
25yr96hr	POND 2	275.2512	11.83
25yr96hr	POND 2	275.5012	11.83
25yr96hr	POND 2	275.7512	11.83
25yr96hr	POND 2	276.0012	11.83
25yr96hr	POND 2	276.2512	11.83
25yr96hr	POND 2	276.5012	11.83
25yr96hr	POND 2	276.7512	11.82
25yr96hr	POND 2	277.0012	11.82
25yr96hr	POND 2	277.2512	11.82
25yr96hr	POND 2	277.5012	11.82
25yr96hr	POND 2	277.7512	11.82
25yr96hr	POND 2	278.0012	11.82
25yr96hr	POND 2	278.2512	11.81
25yr96hr	POND 2	278.5012	11.81
25yr96hr	POND 2	278.7512	11.81
25yr96hr	POND 2	279.0012	11.81
25yr96hr	POND 2	279.2512	11.81
25yr96hr	POND 2	279.5012	11.81
25yr96hr	POND 2	279.7512	11.80
25yr96hr	POND 2	280.0012	11.80
25yr96hr	POND 2	280.2512	11.80
25yr96hr	POND 2	280.5012	11.80
25yr96hr	POND 2	280.7512	11.80
25yr96hr	POND 2	281.0012	11.80
25yr96hr	POND 2	281.2512	11.79
25yr96hr	POND 2	281.5012	11.79
25yr96hr	POND 2	281.7512	11.79
25yr96hr	POND 2	282.0012	11.79
25yr96hr	POND 2	282.2512	11.79
25yr96hr	POND 2	282.5012	11.79
25yr96hr	POND 2	282.7512	11.78
25yr96hr	POND 2	283.0012	11.78
25yr96hr	POND 2	283.2512	11.78

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	283.5012	11.78
25yr96hr	POND 2	283.7512	11.78
25yr96hr	POND 2	284.0012	11.78
25yr96hr	POND 2	284.2512	11.77
25yr96hr	POND 2	284.5012	11.77
25yr96hr	POND 2	284.7512	11.77
25yr96hr	POND 2	285.0012	11.77
25yr96hr	POND 2	285.2512	11.77
25yr96hr	POND 2	285.5012	11.77
25yr96hr	POND 2	285.7512	11.76
25yr96hr	POND 2	286.0012	11.76
25yr96hr	POND 2	286.2512	11.76
25yr96hr	POND 2	286.5012	11.76
25yr96hr	POND 2	286.7512	11.76
25yr96hr	POND 2	287.0012	11.76
25yr96hr	POND 2	287.2512	11.75
25yr96hr	POND 2	287.5012	11.75
25yr96hr	POND 2	287.7512	11.75
25yr96hr	POND 2	288.0012	11.75
25yr96hr	POND 2	288.2512	11.75
25yr96hr	POND 2	288.5012	11.75
25yr96hr	POND 2	288.7512	11.75
25yr96hr	POND 2	289.0012	11.74
25yr96hr	POND 2	289.2512	11.74
25yr96hr	POND 2	289.5012	11.74
25yr96hr	POND 2	289.7512	11.74
25yr96hr	POND 2	290.0012	11.74
25yr96hr	POND 2	290.2512	11.74
25yr96hr	POND 2	290.5012	11.73
25yr96hr	POND 2	290.7512	11.73
25yr96hr	POND 2	291.0012	11.73
25yr96hr	POND 2	291.2512	11.73
25yr96hr	POND 2	291.5012	11.73
25yr96hr	POND 2	291.7512	11.73
25yr96hr	POND 2	292.0012	11.73
25yr96hr	POND 2	292.2512	11.72
25yr96hr	POND 2	292.5012	11.72
25yr96hr	POND 2	292.7512	11.72
25yr96hr	POND 2	293.0012	11.72
25yr96hr	POND 2	293.2512	11.72
25yr96hr	POND 2	293.5012	11.72
25yr96hr	POND 2	293.7512	11.71

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	294.0012	11.71
25yr96hr	POND 2	294.2512	11.71
25yr96hr	POND 2	294.5012	11.71
25yr96hr	POND 2	294.7512	11.71
25yr96hr	POND 2	295.0012	11.71
25yr96hr	POND 2	295.2512	11.71
25yr96hr	POND 2	295.5012	11.70
25yr96hr	POND 2	295.7512	11.70
25yr96hr	POND 2	296.0012	11.70
25yr96hr	POND 2	296.2512	11.70
25yr96hr	POND 2	296.5012	11.70
25yr96hr	POND 2	296.7512	11.70
25yr96hr	POND 2	297.0012	11.69
25yr96hr	POND 2	297.2512	11.69
25yr96hr	POND 2	297.5012	11.69
25yr96hr	POND 2	297.7512	11.69
25yr96hr	POND 2	298.0012	11.69
25yr96hr	POND 2	298.2512	11.69
25yr96hr	POND 2	298.5012	11.69
25yr96hr	POND 2	298.7512	11.68
25yr96hr	POND 2	299.0012	11.68
25yr96hr	POND 2	299.2512	11.68
25yr96hr	POND 2	299.5012	11.68
25yr96hr	POND 2	299.7512	11.68
25yr96hr	POND 2	300.0012	11.68
25yr96hr	POND 2	300.2512	11.68
25yr96hr	POND 2	300.5012	11.67
25yr96hr	POND 2	300.7512	11.67
25yr96hr	POND 2	301.0012	11.67
25yr96hr	POND 2	301.2512	11.67
25yr96hr	POND 2	301.5012	11.67
25yr96hr	POND 2	301.7512	11.67
25yr96hr	POND 2	302.0012	11.66
25yr96hr	POND 2	302.2512	11.66
25yr96hr	POND 2	302.5012	11.66
25yr96hr	POND 2	302.7512	11.66
25yr96hr	POND 2	303.0012	11.66
25yr96hr	POND 2	303.2512	11.66
25yr96hr	POND 2	303.5012	11.66
25yr96hr	POND 2	303.7512	11.65
25yr96hr	POND 2	304.0012	11.65
25yr96hr	POND 2	304.2512	11.65

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	304.5012	11.65
25yr96hr	POND 2	304.7512	11.65
25yr96hr	POND 2	305.0012	11.65
25yr96hr	POND 2	305.2512	11.65
25yr96hr	POND 2	305.5012	11.64
25yr96hr	POND 2	305.7512	11.64
25yr96hr	POND 2	306.0012	11.64
25yr96hr	POND 2	306.2512	11.64
25yr96hr	POND 2	306.5012	11.64
25yr96hr	POND 2	306.7512	11.64
25yr96hr	POND 2	307.0012	11.64
25yr96hr	POND 2	307.2512	11.63
25yr96hr	POND 2	307.5012	11.63
25yr96hr	POND 2	307.7512	11.63
25yr96hr	POND 2	308.0012	11.63
25yr96hr	POND 2	308.2512	11.63
25yr96hr	POND 2	308.5012	11.63
25yr96hr	POND 2	308.7512	11.63
25yr96hr	POND 2	309.0012	11.62
25yr96hr	POND 2	309.2512	11.62
25yr96hr	POND 2	309.5012	11.62
25yr96hr	POND 2	309.7512	11.62
25yr96hr	POND 2	310.0012	11.62
25yr96hr	POND 2	310.2512	11.62
25yr96hr	POND 2	310.5012	11.62
25yr96hr	POND 2	310.7512	11.61
25yr96hr	POND 2	311.0012	11.61
25yr96hr	POND 2	311.2512	11.61
25yr96hr	POND 2	311.5012	11.61
25yr96hr	POND 2	311.7512	11.61
25yr96hr	POND 2	312.0012	11.61
25yr96hr	POND 2	312.2512	11.61
25yr96hr	POND 2	312.5012	11.60
25yr96hr	POND 2	312.7512	11.60
25yr96hr	POND 2	313.0012	11.60
25yr96hr	POND 2	313.2512	11.60
25yr96hr	POND 2	313.5012	11.60
25yr96hr	POND 2	313.7512	11.60
25yr96hr	POND 2	314.0012	11.60
25yr96hr	POND 2	314.2512	11.60
25yr96hr	POND 2	314.5012	11.59
25yr96hr	POND 2	314.7512	11.59

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	315.0012	11.59
25yr96hr	POND 2	315.2512	11.59
25yr96hr	POND 2	315.5012	11.59
25yr96hr	POND 2	315.7512	11.59
25yr96hr	POND 2	316.0012	11.59
25yr96hr	POND 2	316.2512	11.58
25yr96hr	POND 2	316.5012	11.58
25yr96hr	POND 2	316.7512	11.58
25yr96hr	POND 2	317.0012	11.58
25yr96hr	POND 2	317.2512	11.58
25yr96hr	POND 2	317.5012	11.58
25yr96hr	POND 2	317.7512	11.58
25yr96hr	POND 2	318.0012	11.57
25yr96hr	POND 2	318.2512	11.57
25yr96hr	POND 2	318.5012	11.57
25yr96hr	POND 2	318.7512	11.57
25yr96hr	POND 2	319.0012	11.57
25yr96hr	POND 2	319.2512	11.57
25yr96hr	POND 2	319.5012	11.57
25yr96hr	POND 2	319.7512	11.57
25yr96hr	POND 2	320.0012	11.56
25yr96hr	POND 2	320.2512	11.56
25yr96hr	POND 2	320.5012	11.56
25yr96hr	POND 2	320.7512	11.56
25yr96hr	POND 2	321.0012	11.56
25yr96hr	POND 2	321.2512	11.56
25yr96hr	POND 2	321.5012	11.56
25yr96hr	POND 2	321.7512	11.55
25yr96hr	POND 2	322.0012	11.55
25yr96hr	POND 2	322.2512	11.55
25yr96hr	POND 2	322.5012	11.55
25yr96hr	POND 2	322.7512	11.55
25yr96hr	POND 2	323.0012	11.55
25yr96hr	POND 2	323.2512	11.55
25yr96hr	POND 2	323.5012	11.55
25yr96hr	POND 2	323.7512	11.54
25yr96hr	POND 2	324.0012	11.54
25yr96hr	POND 2	324.2512	11.54
25yr96hr	POND 2	324.5012	11.54
25yr96hr	POND 2	324.7512	11.54
25yr96hr	POND 2	325.0012	11.54
25yr96hr	POND 2	325.2512	11.54

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	325.5012	11.53
25yr96hr	POND 2	325.7512	11.53
25yr96hr	POND 2	326.0012	11.53
25yr96hr	POND 2	326.2512	11.53
25yr96hr	POND 2	326.5012	11.53
25yr96hr	POND 2	326.7512	11.53
25yr96hr	POND 2	327.0012	11.53
25yr96hr	POND 2	327.2512	11.53
25yr96hr	POND 2	327.5012	11.52
25yr96hr	POND 2	327.7512	11.52
25yr96hr	POND 2	328.0012	11.52
25yr96hr	POND 2	328.2512	11.52
25yr96hr	POND 2	328.5012	11.52
25yr96hr	POND 2	328.7512	11.52
25yr96hr	POND 2	329.0012	11.52
25yr96hr	POND 2	329.2512	11.52
25yr96hr	POND 2	329.5012	11.51
25yr96hr	POND 2	329.7512	11.51
25yr96hr	POND 2	330.0012	11.51
25yr96hr	POND 2	330.2512	11.51
25yr96hr	POND 2	330.5012	11.51
25yr96hr	POND 2	330.7512	11.51
25yr96hr	POND 2	331.0012	11.51
25yr96hr	POND 2	331.2512	11.51
25yr96hr	POND 2	331.5012	11.50
25yr96hr	POND 2	331.7512	11.50
25yr96hr	POND 2	332.0012	11.50
25yr96hr	POND 2	332.2512	11.50
25yr96hr	POND 2	332.5012	11.50
25yr96hr	POND 2	332.7512	11.50
25yr96hr	POND 2	333.0012	11.50
25yr96hr	POND 2	333.2512	11.50
25yr96hr	POND 2	333.5012	11.49
25yr96hr	POND 2	333.7512	11.49
25yr96hr	POND 2	334.0012	11.49
25yr96hr	POND 2	334.2512	11.49
25yr96hr	POND 2	334.5012	11.49
25yr96hr	POND 2	334.7512	11.49
25yr96hr	POND 2	335.0012	11.49
25yr96hr	POND 2	335.2512	11.49
25yr96hr	POND 2	335.5012	11.48
25yr96hr	POND 2	335.7512	11.48

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	336.0012	11.48
25yr96hr	POND 2	336.2512	11.48
25yr96hr	POND 2	336.5012	11.48
25yr96hr	POND 2	336.7512	11.48
25yr96hr	POND 2	337.0012	11.48
25yr96hr	POND 2	337.2512	11.48
25yr96hr	POND 2	337.5012	11.47
25yr96hr	POND 2	337.7512	11.47
25yr96hr	POND 2	338.0012	11.47
25yr96hr	POND 2	338.2512	11.47
25yr96hr	POND 2	338.5012	11.47
25yr96hr	POND 2	338.7512	11.47
25yr96hr	POND 2	339.0012	11.47
25yr96hr	POND 2	339.2512	11.47
25yr96hr	POND 2	339.5012	11.46
25yr96hr	POND 2	339.7512	11.46
25yr96hr	POND 2	340.0012	11.46
25yr96hr	POND 2	340.2512	11.46
25yr96hr	POND 2	340.5012	11.46
25yr96hr	POND 2	340.7512	11.46
25yr96hr	POND 2	341.0012	11.46
25yr96hr	POND 2	341.2512	11.46
25yr96hr	POND 2	341.5012	11.45
25yr96hr	POND 2	341.7512	11.45
25yr96hr	POND 2	342.0012	11.45
25yr96hr	POND 2	342.2512	11.45
25yr96hr	POND 2	342.5012	11.45
25yr96hr	POND 2	342.7512	11.45
25yr96hr	POND 2	343.0012	11.45
25yr96hr	POND 2	343.2512	11.45
25yr96hr	POND 2	343.5012	11.45
25yr96hr	POND 2	343.7512	11.44
25yr96hr	POND 2	344.0012	11.44
25yr96hr	POND 2	344.2512	11.44
25yr96hr	POND 2	344.5012	11.44
25yr96hr	POND 2	344.7512	11.44
25yr96hr	POND 2	345.0012	11.44
25yr96hr	POND 2	345.2512	11.44
25yr96hr	POND 2	345.5012	11.44
25yr96hr	POND 2	345.7512	11.43
25yr96hr	POND 2	346.0012	11.43
25yr96hr	POND 2	346.2512	11.43

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	346.5012	11.43
25yr96hr	POND 2	346.7512	11.43
25yr96hr	POND 2	347.0012	11.43
25yr96hr	POND 2	347.2512	11.43
25yr96hr	POND 2	347.5012	11.43
25yr96hr	POND 2	347.7512	11.43
25yr96hr	POND 2	348.0012	11.42
25yr96hr	POND 2	348.2512	11.42
25yr96hr	POND 2	348.5012	11.42
25yr96hr	POND 2	348.7512	11.42
25yr96hr	POND 2	349.0012	11.42
25yr96hr	POND 2	349.2512	11.42
25yr96hr	POND 2	349.5012	11.42
25yr96hr	POND 2	349.7512	11.42
25yr96hr	POND 2	350.0012	11.41
25yr96hr	POND 2	350.2512	11.41
25yr96hr	POND 2	350.5012	11.41
25yr96hr	POND 2	350.7512	11.41
25yr96hr	POND 2	351.0012	11.41
25yr96hr	POND 2	351.2512	11.41
25yr96hr	POND 2	351.5012	11.41
25yr96hr	POND 2	351.7512	11.41
25yr96hr	POND 2	352.0012	11.41
25yr96hr	POND 2	352.2512	11.40
25yr96hr	POND 2	352.5012	11.40
25yr96hr	POND 2	352.7512	11.40
25yr96hr	POND 2	353.0012	11.40
25yr96hr	POND 2	353.2512	11.40
25yr96hr	POND 2	353.5012	11.40
25yr96hr	POND 2	353.7512	11.40
25yr96hr	POND 2	354.0012	11.40
25yr96hr	POND 2	354.2512	11.39
25yr96hr	POND 2	354.5012	11.39
25yr96hr	POND 2	354.7512	11.39
25yr96hr	POND 2	355.0012	11.39
25yr96hr	POND 2	355.2512	11.39
25yr96hr	POND 2	355.5012	11.39
25yr96hr	POND 2	355.7512	11.39
25yr96hr	POND 2	356.0012	11.39
25yr96hr	POND 2	356.2512	11.39
25yr96hr	POND 2	356.5012	11.38
25yr96hr	POND 2	356.7512	11.38

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	357.0012	11.38
25yr96hr	POND 2	357.2512	11.38
25yr96hr	POND 2	357.5012	11.38
25yr96hr	POND 2	357.7512	11.38
25yr96hr	POND 2	358.0012	11.38
25yr96hr	POND 2	358.2512	11.38
25yr96hr	POND 2	358.5012	11.38
25yr96hr	POND 2	358.7512	11.37
25yr96hr	POND 2	359.0012	11.37
25yr96hr	POND 2	359.2512	11.37
25yr96hr	POND 2	359.5012	11.37
25yr96hr	POND 2	359.7512	11.37
25yr96hr	POND 2	360.0012	11.37
25yr96hr	POND 2	360.2512	11.37
25yr96hr	POND 2	360.5012	11.37
25yr96hr	POND 2	360.7512	11.37
25yr96hr	POND 2	361.0012	11.36
25yr96hr	POND 2	361.2512	11.36
25yr96hr	POND 2	361.5012	11.36
25yr96hr	POND 2	361.7512	11.36
25yr96hr	POND 2	362.0012	11.36
25yr96hr	POND 2	362.2512	11.36
25yr96hr	POND 2	362.5012	11.36
25yr96hr	POND 2	362.7512	11.36
25yr96hr	POND 2	363.0012	11.36
25yr96hr	POND 2	363.2512	11.35
25yr96hr	POND 2	363.5012	11.35
25yr96hr	POND 2	363.7512	11.35
25yr96hr	POND 2	364.0012	11.35
25yr96hr	POND 2	364.2512	11.35
25yr96hr	POND 2	364.5012	11.35
25yr96hr	POND 2	364.7512	11.35
25yr96hr	POND 2	365.0012	11.35
25yr96hr	POND 2	365.2512	11.35
25yr96hr	POND 2	365.5012	11.35
25yr96hr	POND 2	365.7512	11.34
25yr96hr	POND 2	366.0012	11.34
25yr96hr	POND 2	366.2512	11.34
25yr96hr	POND 2	366.5012	11.34
25yr96hr	POND 2	366.7512	11.34
25yr96hr	POND 2	367.0012	11.34
25yr96hr	POND 2	367.2512	11.34

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	367.5012	11.34
25yr96hr	POND 2	367.7512	11.34
25yr96hr	POND 2	368.0012	11.33
25yr96hr	POND 2	368.2512	11.33
25yr96hr	POND 2	368.5012	11.33
25yr96hr	POND 2	368.7512	11.33
25yr96hr	POND 2	369.0012	11.33
25yr96hr	POND 2	369.2512	11.33
25yr96hr	POND 2	369.5012	11.33
25yr96hr	POND 2	369.7512	11.33
25yr96hr	POND 2	370.0012	11.33
25yr96hr	POND 2	370.2512	11.32
25yr96hr	POND 2	370.5012	11.32
25yr96hr	POND 2	370.7512	11.32
25yr96hr	POND 2	371.0012	11.32
25yr96hr	POND 2	371.2512	11.32
25yr96hr	POND 2	371.5012	11.32
25yr96hr	POND 2	371.7512	11.32
25yr96hr	POND 2	372.0012	11.32
25yr96hr	POND 2	372.2512	11.32
25yr96hr	POND 2	372.5012	11.32
25yr96hr	POND 2	372.7512	11.31
25yr96hr	POND 2	373.0012	11.31
25yr96hr	POND 2	373.2512	11.31
25yr96hr	POND 2	373.5012	11.31
25yr96hr	POND 2	373.7512	11.31
25yr96hr	POND 2	374.0012	11.31
25yr96hr	POND 2	374.2512	11.31
25yr96hr	POND 2	374.5012	11.31
25yr96hr	POND 2	374.7512	11.31
25yr96hr	POND 2	375.0012	11.30
25yr96hr	POND 2	375.2512	11.30
25yr96hr	POND 2	375.5012	11.30
25yr96hr	POND 2	375.7512	11.30
25yr96hr	POND 2	376.0012	11.30
25yr96hr	POND 2	376.2512	11.30
25yr96hr	POND 2	376.5012	11.30
25yr96hr	POND 2	376.7512	11.30
25yr96hr	POND 2	377.0012	11.30
25yr96hr	POND 2	377.2512	11.30
25yr96hr	POND 2	377.5012	11.29
25yr96hr	POND 2	377.7512	11.29

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	378.0012	11.29
25yr96hr	POND 2	378.2512	11.29
25yr96hr	POND 2	378.5012	11.29
25yr96hr	POND 2	378.7512	11.29
25yr96hr	POND 2	379.0012	11.29
25yr96hr	POND 2	379.2512	11.29
25yr96hr	POND 2	379.5012	11.29
25yr96hr	POND 2	379.7512	11.29
25yr96hr	POND 2	380.0012	11.28
25yr96hr	POND 2	380.2512	11.28
25yr96hr	POND 2	380.5012	11.28
25yr96hr	POND 2	380.7512	11.28
25yr96hr	POND 2	381.0012	11.28
25yr96hr	POND 2	381.2512	11.28
25yr96hr	POND 2	381.5012	11.28
25yr96hr	POND 2	381.7512	11.28
25yr96hr	POND 2	382.0012	11.28
25yr96hr	POND 2	382.2512	11.27
25yr96hr	POND 2	382.5012	11.27
25yr96hr	POND 2	382.7512	11.27
25yr96hr	POND 2	383.0012	11.27
25yr96hr	POND 2	383.2512	11.27
25yr96hr	POND 2	383.5012	11.27
25yr96hr	POND 2	383.7512	11.27
25yr96hr	POND 2	384.0012	11.27
25yr96hr	POND 2	384.2512	11.27
25yr96hr	POND 2	384.5012	11.27
25yr96hr	POND 2	384.7512	11.26
25yr96hr	POND 2	385.0012	11.26
25yr96hr	POND 2	385.2512	11.26
25yr96hr	POND 2	385.5012	11.26
25yr96hr	POND 2	385.7512	11.26
25yr96hr	POND 2	386.0012	11.26
25yr96hr	POND 2	386.2512	11.26
25yr96hr	POND 2	386.5012	11.26
25yr96hr	POND 2	386.7512	11.26
25yr96hr	POND 2	387.0012	11.26
25yr96hr	POND 2	387.2512	11.25
25yr96hr	POND 2	387.5012	11.25
25yr96hr	POND 2	387.7512	11.25
25yr96hr	POND 2	388.0012	11.25
25yr96hr	POND 2	388.2512	11.25

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	388.5012	11.25
25yr96hr	POND 2	388.7512	11.25
25yr96hr	POND 2	389.0012	11.25
25yr96hr	POND 2	389.2512	11.25
25yr96hr	POND 2	389.5012	11.25
25yr96hr	POND 2	389.7512	11.25
25yr96hr	POND 2	390.0012	11.24
25yr96hr	POND 2	390.2512	11.24
25yr96hr	POND 2	390.5012	11.24
25yr96hr	POND 2	390.7512	11.24
25yr96hr	POND 2	391.0012	11.24
25yr96hr	POND 2	391.2512	11.24
25yr96hr	POND 2	391.5012	11.24
25yr96hr	POND 2	391.7512	11.24
25yr96hr	POND 2	392.0012	11.24
25yr96hr	POND 2	392.2512	11.24
25yr96hr	POND 2	392.5012	11.23
25yr96hr	POND 2	392.7512	11.23
25yr96hr	POND 2	393.0012	11.23
25yr96hr	POND 2	393.2512	11.23
25yr96hr	POND 2	393.5012	11.23
25yr96hr	POND 2	393.7512	11.23
25yr96hr	POND 2	394.0012	11.23
25yr96hr	POND 2	394.2512	11.23
25yr96hr	POND 2	394.5012	11.23
25yr96hr	POND 2	394.7512	11.23
25yr96hr	POND 2	395.0012	11.22
25yr96hr	POND 2	395.2512	11.22
25yr96hr	POND 2	395.5012	11.22
25yr96hr	POND 2	395.7512	11.22
25yr96hr	POND 2	396.0012	11.22
25yr96hr	POND 2	396.2512	11.22
25yr96hr	POND 2	396.5012	11.22
25yr96hr	POND 2	396.7512	11.22
25yr96hr	POND 2	397.0012	11.22
25yr96hr	POND 2	397.2512	11.22
25yr96hr	POND 2	397.5012	11.22
25yr96hr	POND 2	397.7512	11.21
25yr96hr	POND 2	398.0012	11.21
25yr96hr	POND 2	398.2512	11.21
25yr96hr	POND 2	398.5012	11.21
25yr96hr	POND 2	398.7512	11.21

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	399.0012	11.21
25yr96hr	POND 2	399.2512	11.21
25yr96hr	POND 2	399.5012	11.21
25yr96hr	POND 2	399.7512	11.21
25yr96hr	POND 2	400.0012	11.21
25yr96hr	POND 2	400.2512	11.20
25yr96hr	POND 2	400.5012	11.20
25yr96hr	POND 2	400.7512	11.20
25yr96hr	POND 2	401.0012	11.20
25yr96hr	POND 2	401.2512	11.20
25yr96hr	POND 2	401.5012	11.20
25yr96hr	POND 2	401.7512	11.20
25yr96hr	POND 2	402.0012	11.20
25yr96hr	POND 2	402.2512	11.20
25yr96hr	POND 2	402.5012	11.20
25yr96hr	POND 2	402.7512	11.20
25yr96hr	POND 2	403.0012	11.19
25yr96hr	POND 2	403.2512	11.19
25yr96hr	POND 2	403.5012	11.19
25yr96hr	POND 2	403.7512	11.19
25yr96hr	POND 2	404.0012	11.19
25yr96hr	POND 2	404.2512	11.19
25yr96hr	POND 2	404.5012	11.19
25yr96hr	POND 2	404.7512	11.19
25yr96hr	POND 2	405.0012	11.19
25yr96hr	POND 2	405.2512	11.19
25yr96hr	POND 2	405.5012	11.19
25yr96hr	POND 2	405.7512	11.18
25yr96hr	POND 2	406.0012	11.18
25yr96hr	POND 2	406.2512	11.18
25yr96hr	POND 2	406.5012	11.18
25yr96hr	POND 2	406.7512	11.18
25yr96hr	POND 2	407.0012	11.18
25yr96hr	POND 2	407.2512	11.18
25yr96hr	POND 2	407.5012	11.18
25yr96hr	POND 2	407.7512	11.18
25yr96hr	POND 2	408.0012	11.18
25yr96hr	POND 2	408.2512	11.18
25yr96hr	POND 2	408.5012	11.17
25yr96hr	POND 2	408.7512	11.17
25yr96hr	POND 2	409.0012	11.17
25yr96hr	POND 2	409.2512	11.17

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	409.5012	11.17
25yr96hr	POND 2	409.7512	11.17
25yr96hr	POND 2	410.0012	11.17
25yr96hr	POND 2	410.2512	11.17
25yr96hr	POND 2	410.5012	11.17
25yr96hr	POND 2	410.7512	11.17
25yr96hr	POND 2	411.0012	11.17
25yr96hr	POND 2	411.2512	11.16
25yr96hr	POND 2	411.5012	11.16
25yr96hr	POND 2	411.7512	11.16
25yr96hr	POND 2	412.0012	11.16
25yr96hr	POND 2	412.2512	11.16
25yr96hr	POND 2	412.5012	11.16
25yr96hr	POND 2	412.7512	11.16
25yr96hr	POND 2	413.0012	11.16
25yr96hr	POND 2	413.2512	11.16
25yr96hr	POND 2	413.5012	11.16
25yr96hr	POND 2	413.7512	11.16
25yr96hr	POND 2	414.0012	11.15
25yr96hr	POND 2	414.2512	11.15
25yr96hr	POND 2	414.5012	11.15
25yr96hr	POND 2	414.7512	11.15
25yr96hr	POND 2	415.0012	11.15
25yr96hr	POND 2	415.2512	11.15
25yr96hr	POND 2	415.5012	11.15
25yr96hr	POND 2	415.7512	11.15
25yr96hr	POND 2	416.0012	11.15
25yr96hr	POND 2	416.2512	11.15
25yr96hr	POND 2	416.5012	11.15
25yr96hr	POND 2	416.7512	11.14
25yr96hr	POND 2	417.0012	11.14
25yr96hr	POND 2	417.2512	11.14
25yr96hr	POND 2	417.5012	11.14
25yr96hr	POND 2	417.7512	11.14
25yr96hr	POND 2	418.0012	11.14
25yr96hr	POND 2	418.2512	11.14
25yr96hr	POND 2	418.5012	11.14
25yr96hr	POND 2	418.7512	11.14
25yr96hr	POND 2	419.0012	11.14
25yr96hr	POND 2	419.2512	11.14
25yr96hr	POND 2	419.5012	11.13
25yr96hr	POND 2	419.7512	11.13

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	420.0012	11.13
25yr96hr	POND 2	420.2512	11.13
25yr96hr	POND 2	420.5012	11.13
25yr96hr	POND 2	420.7512	11.13
25yr96hr	POND 2	421.0012	11.13
25yr96hr	POND 2	421.2512	11.13
25yr96hr	POND 2	421.5012	11.13
25yr96hr	POND 2	421.7512	11.13
25yr96hr	POND 2	422.0012	11.13
25yr96hr	POND 2	422.2512	11.13
25yr96hr	POND 2	422.5012	11.12
25yr96hr	POND 2	422.7512	11.12
25yr96hr	POND 2	423.0012	11.12
25yr96hr	POND 2	423.2512	11.12
25yr96hr	POND 2	423.5012	11.12
25yr96hr	POND 2	423.7512	11.12
25yr96hr	POND 2	424.0012	11.12
25yr96hr	POND 2	424.2512	11.12
25yr96hr	POND 2	424.5012	11.12
25yr96hr	POND 2	424.7512	11.12
25yr96hr	POND 2	425.0012	11.12
25yr96hr	POND 2	425.2512	11.11
25yr96hr	POND 2	425.5012	11.11
25yr96hr	POND 2	425.7512	11.11
25yr96hr	POND 2	426.0012	11.11
25yr96hr	POND 2	426.2512	11.11
25yr96hr	POND 2	426.5012	11.11
25yr96hr	POND 2	426.7512	11.11
25yr96hr	POND 2	427.0012	11.11
25yr96hr	POND 2	427.2512	11.11
25yr96hr	POND 2	427.5012	11.11
25yr96hr	POND 2	427.7512	11.11
25yr96hr	POND 2	428.0012	11.11
25yr96hr	POND 2	428.2512	11.10
25yr96hr	POND 2	428.5012	11.10
25yr96hr	POND 2	428.7512	11.10
25yr96hr	POND 2	429.0012	11.10
25yr96hr	POND 2	429.2512	11.10
25yr96hr	POND 2	429.5012	11.10
25yr96hr	POND 2	429.7512	11.10
25yr96hr	POND 2	430.0012	11.10
25yr96hr	POND 2	430.2512	11.10

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	430.5012	11.10
25yr96hr	POND 2	430.7512	11.10
25yr96hr	POND 2	431.0012	11.10
25yr96hr	POND 2	431.2512	11.09
25yr96hr	POND 2	431.5012	11.09
25yr96hr	POND 2	431.7512	11.09
25yr96hr	POND 2	432.0012	11.09
25yr96hr	POND 2	432.2512	11.09
25yr96hr	POND 2	432.5012	11.09
25yr96hr	POND 2	432.7512	11.09
25yr96hr	POND 2	433.0012	11.09
25yr96hr	POND 2	433.2512	11.09
25yr96hr	POND 2	433.5012	11.09
25yr96hr	POND 2	433.7512	11.09
25yr96hr	POND 2	434.0012	11.09
25yr96hr	POND 2	434.2512	11.08
25yr96hr	POND 2	434.5012	11.08
25yr96hr	POND 2	434.7512	11.08
25yr96hr	POND 2	435.0012	11.08
25yr96hr	POND 2	435.2512	11.08
25yr96hr	POND 2	435.5012	11.08
25yr96hr	POND 2	435.7512	11.08
25yr96hr	POND 2	436.0012	11.08
25yr96hr	POND 2	436.2512	11.08
25yr96hr	POND 2	436.5012	11.08
25yr96hr	POND 2	436.7512	11.08
25yr96hr	POND 2	437.0012	11.08
25yr96hr	POND 2	437.2512	11.07
25yr96hr	POND 2	437.5012	11.07
25yr96hr	POND 2	437.7512	11.07
25yr96hr	POND 2	438.0012	11.07
25yr96hr	POND 2	438.2512	11.07
25yr96hr	POND 2	438.5012	11.07
25yr96hr	POND 2	438.7512	11.07
25yr96hr	POND 2	439.0012	11.07
25yr96hr	POND 2	439.2512	11.07
25yr96hr	POND 2	439.5012	11.07
25yr96hr	POND 2	439.7512	11.07
25yr96hr	POND 2	440.0012	11.07
25yr96hr	POND 2	440.2512	11.06
25yr96hr	POND 2	440.5012	11.06
25yr96hr	POND 2	440.7512	11.06

Sim	Node Name	Relative Time [hrs]	Stage [ft]
25yr96hr	POND 2	441.0012	11.06
25yr96hr	POND 2	441.2512	11.06
25yr96hr	POND 2	441.5012	11.06
25yr96hr	POND 2	441.7512	11.06
25yr96hr	POND 2	442.0012	11.06
25yr96hr	POND 2	442.2512	11.06
25yr96hr	POND 2	442.5012	11.06
25yr96hr	POND 2	442.7512	11.06
25yr96hr	POND 2	443.0012	11.06
25yr96hr	POND 2	443.2512	11.06
25yr96hr	POND 2	443.5012	11.05
25yr96hr	POND 2	443.7512	11.05
25yr96hr	POND 2	444.0012	11.05
25yr96hr	POND 2	444.2512	11.05
25yr96hr	POND 2	444.5012	11.05
25yr96hr	POND 2	444.7512	11.05
25yr96hr	POND 2	445.0012	11.05
25yr96hr	POND 2	445.2512	11.05
25yr96hr	POND 2	445.5012	11.05
25yr96hr	POND 2	445.7512	11.05
25yr96hr	POND 2	446.0012	11.05
25yr96hr	POND 2	446.2512	11.05
25yr96hr	POND 2	446.5012	11.04
25yr96hr	POND 2	446.7512	11.04
25yr96hr	POND 2	447.0012	11.04
25yr96hr	POND 2	447.2512	11.04
25yr96hr	POND 2	447.5012	11.04
25yr96hr	POND 2	447.7512	11.04
25yr96hr	POND 2	448.0012	11.04
25yr96hr	POND 2	448.2512	11.04
25yr96hr	POND 2	448.5012	11.04
25yr96hr	POND 2	448.7512	11.04
25yr96hr	POND 2	449.0012	11.04
25yr96hr	POND 2	449.2512	11.04
25yr96hr	POND 2	449.5012	11.04
25yr96hr	POND 2	449.7512	11.03
25yr96hr	POND 2	450.0012	11.03



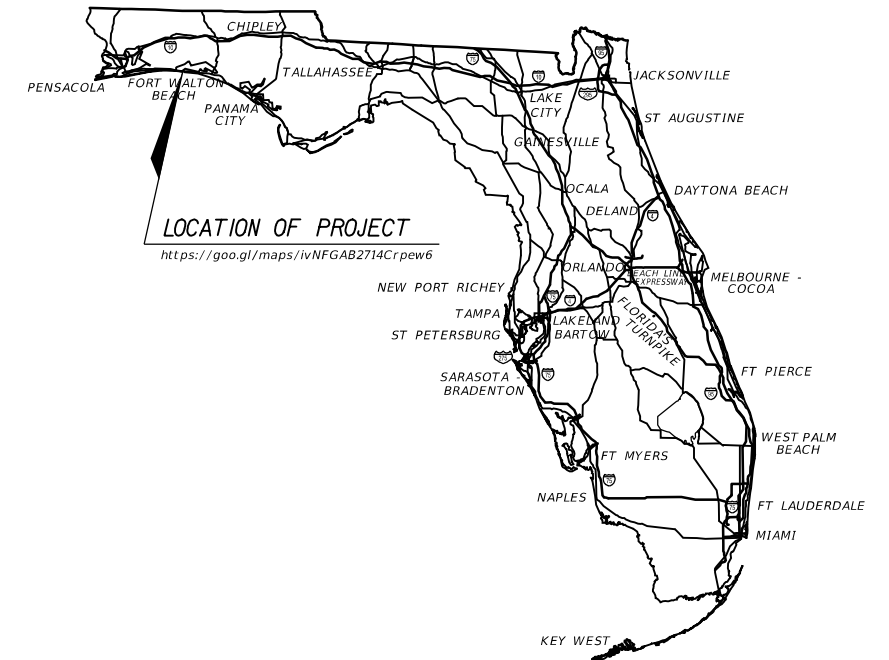
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



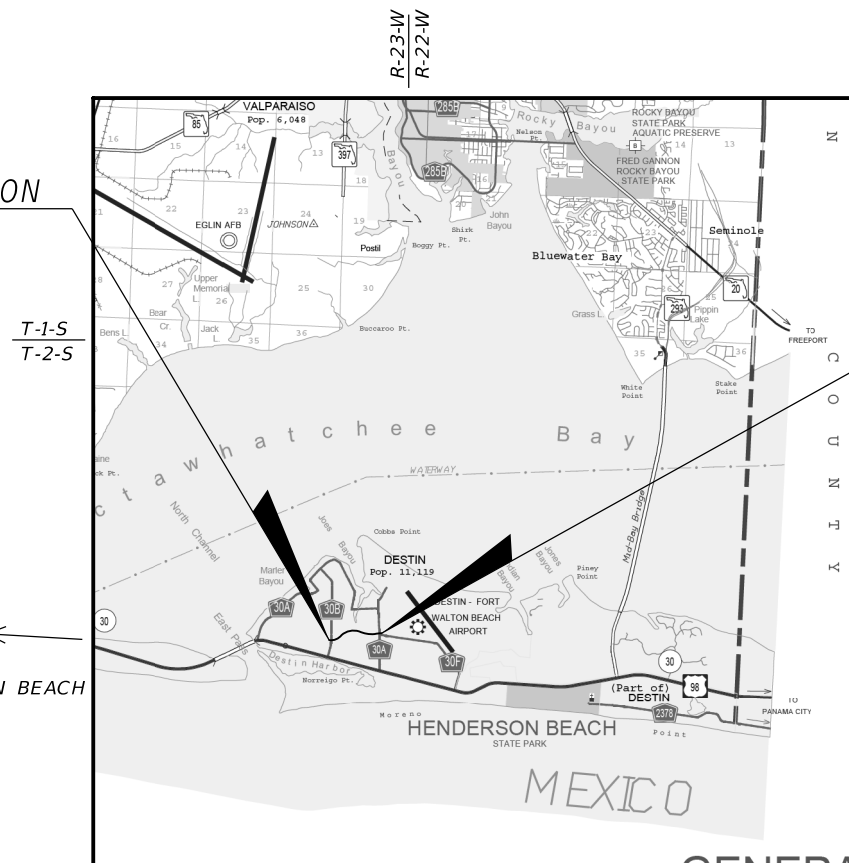
CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
LIGHTING PLANS
LANDSCAPE PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-14	TYPICAL SECTIONS
15-16	SUMMARY OF DRAINAGE STRUCTURES
17	PROJECT LAYOUT
18	GENERAL NOTES
19-27	PLAN & PROFILE SHEETS
28-29	SPECIAL PROFILES
30-31	BACK OF SIDEWALK PROFILES
32-33	INTERSECTION DETAILS
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-61	POND CROSS SECTIONS
62	DRAINAGE DETAILS
63	CROSS SECTION PATTERN LAYOUT
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN
67-92	CROSS SECTIONS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
97-122	TEMPORARY TRAFFIC CONTROL PLAN
123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-17	SUMMARY OF QUANTITIES

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 26+36.00



END PROJECT
END CONSTRUCTION
STA. 48+47.14

PHASE III (90%) SUBMITTAL
MAY 2022

ROADWAY PLANS ENGINEER OF RECORD:

EDWIN J. RAMOS, P.E.
P.E. NO.: 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

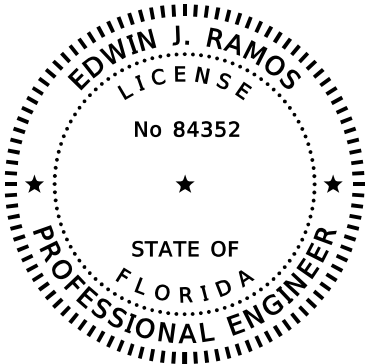
GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

SHEET
NO.

1



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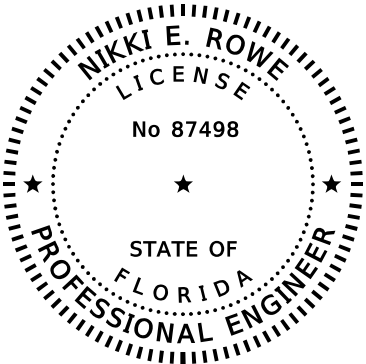
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ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
EDWIN J. RAMOS, P.E. NO. 84352

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO. SHEET DESCRIPTION

1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
5-14	TYPICAL SECTIONS
17	PROJECT LAYOUT
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123-131	UTILITY ADJUSTMENTS
SQ-1 - SQ-3;	SUMMARY OF QUANTITIES
SQ-6 - SQ-17	



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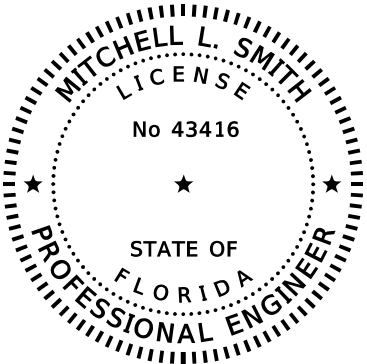
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ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
NIKKI E. ROWE, P.E. NO. 87498

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO. SHEET DESCRIPTION

2	SIGNATURE SHEET
4	DRAINAGE MAP
15-16	SUMMARY OF DRAINAGE STRUCTURES
34-50	DRAINAGE STRUCTURES
51-53	POND DETAIL
54-61	POND CROSS SECTIONS
62	DRAINAGE DETAILS
93-94	STORMWATER POLLUTION PREVENTION PLAN
95-96	EROSION AND SEDIMENT CONTROL PLAN
SQ-4 - SQ-5	SUMMARY OF QUANTITIES



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ON ANY ELECTRONIC COPIES.

TIERRA, INC.
1300 WEST MAIN STREET
PENSACOLA, FL 32502
MITCHELL L. SMITH, P.E. NO. 43416

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO. SHEET DESCRIPTION

2	SIGNATURE SHEET
64-65	ROADWAY SOIL PROFILES
66	BORING LOCATION PLAN

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								2

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0101-1	MOBILIZATION	LS	1.0
0102- 1	MAINTENANCE OF TRAFFIC	LS	1.0
0102-2-200	SPECIAL DETOUR - TEMPORARY PAVEMENT	LS/SY	2,914.0
0102-2-300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS/CY	44.0
0102-4	PEDESTRIAN SPECIAL DETOUR	LS/SY	350.0
0102-60	WORK ZONE SIGN	ED	26,790.0
0102-71-13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF	1,188.0
0102-71-15	TEMPORARY BARRIER, F&I, TYPE K	LF	368.0
0102-74-1	CHANNELIZING DEVICE - TYPE I, II, DI, VP, DRUM, OR LCD	ED	41,780.0
0102-89-1	TEMPORARY CRASH CUSHION	EA	2.0
0102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	1,641.0
0102-115	TYPE III BARRICADE	ED	3,376.0
0104- 10- 3	SEDIMENT BARRIER	LF	4,794.0
0104-15	SOIL TRACKING PREVENTION DEVICE	EA	2.0
0104-18	INLET PROTECTION SYSTEM	EA	9.0
0107-1	LITTER REMOVAL	AC	78.7
0107-2	MOWING	AC	39.7
0110-1-1	CLEARING AND GRUBBING	LS/AC	10.170
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	2,379.0
0110-7	MAILBOX, F&I SINGLE	EA	11.0
0120-1	REGULAR EXCAVATION	CY	43,386.1
0120-6	EMBANKMENT	CY	12,956.2
0160-4	TYPE B STABILIZATION	SY	14,565.0
0285-706	OPTIONAL BASE, BASE GROUP 06	SY	11,667.0
0327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	217.0
0334 1 12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	962.6
0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	980.5
0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	303.7
0400-0-11	CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011	CY	12.1
0425 1 201	INLETS, CURB, TYPE P-9, <10'	EA	2.0
0425 1 311	INLETS, CURB, TYPE P-1, <10'	EA	23.0
0425 1 321	INLETS, CURB, TYPE P-2, <10'	EA	5.0
0425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	15.0
0425 1 361	INLETS, CURB, TYPE P-6, <10'	EA	3.0
0425 1 521	INLETS, DT BOT, TYPE C,<10'	EA	4.0
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1.0
0425 1 910	INLETS, CLOSED FLUME	EA	2.0
0425 2 61	MANHOLES, P-8, <10'	EA	3.0
0425 2 62	MANHOLES, P-8, >10'	EA	1.0
0430 174 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	3,625.0
0430 174 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	617.0
0430 982 125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	2.0
0430 982 129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	3.0
0515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	115.0
0520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	2,994.0
0520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	5,764.0
0520-2-2	CONCRETE CURB, TYPE B	LF	142.0
0520-2- 4	CONCRETE CURB, TYPE D	LF	226.0
0520-2-8	CONCRETE CURB, TYPE RA	LF	302.0
0520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	SY	158.0
0522-1-	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1,137.0
0522-2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	5,735.0
0527- 2-	DETECTABLE WARNINGS	SF	536.0
0530 3 4	RIPRAP - RUBBLE, F&I, DITCH LINING	TN	87.8

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN

COUNTY

OKALOOSA

CONSTRUCTION PLANS FOR:
DESTIN CROSS TOWN CONNECTOR

SHEET NO.

3

SUMMARY OF ROADWAY

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0530 74	BEDDING STONE	TN	31.4
0710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.269
0710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	56.000
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	2.429

SUMMARY OF SIGNING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	38.0
0700-1-12	SINGLE POST SIGN, F&I, 12-20 SF	AS	2.0
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	3.0
0700-1-60	SINGLE POST SIGN, REMOVE	AS	14.0
0700-2-60	MULTI-POST SIGN, REMOVE	AS	2.0
0705-10-1	OBJECT MARKER, TYPE 1	EA	2.0
0705-10-4	OBJECT MARKER, TYPE 4	EA	3.0
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	79.0
0710-90	PAINTED PAVEMENT MARKING, FINAL SURFACE	LS	1.0
0711- 11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	721.0
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	115.0
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	GM	0.042
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED GUIDELINE EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.025
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4.0
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	6.0
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF	64.0
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	621.0
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	2.0
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	2.0
0711- 16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6	GM	1.477
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	1.346
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.022

SUMMARY OF LIGHTING

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	5,600.0
0639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2.0
0639-2-1	ELECTRIC SERVICE WIRE, FURNISH & INSTALL	LF	600.0
0715-1-11	LIGHTING CONDUCTORS, F&I, INSULATED	LF	16,800.0
0715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	64.0
0715-5-31	LUMINAIRE & BRACKET ARM	EA	65.0
0715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	64.0

SUMMARY OF LANDSCAPE

PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
0570-1-2	PERFORMANCE TURF, SOD	SY	16,846.0
0580-1-1	LANDSCAPE COMPLETE - SMALL PLANTS	LS	1.0
0580-1-2	LANDSCAPE COMPLETE - LARGE PLANTS	LS	1.0
0590-70	IRRIGATION SYSTEM	LS	1.0

SUMMARY OF PAY ITEMS

COUNTY

OKALOOSA

CONSTRUCTION PLANS FOR:

DESTIN CROSS TOWN CONNECTOR

SHEET NO.

3

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

BEGIN PROJECT
BEGIN CONSTRUCTION
BEGIN PGL

END PROJECT
END CONSTRUCTION
/STA. 48+47.14

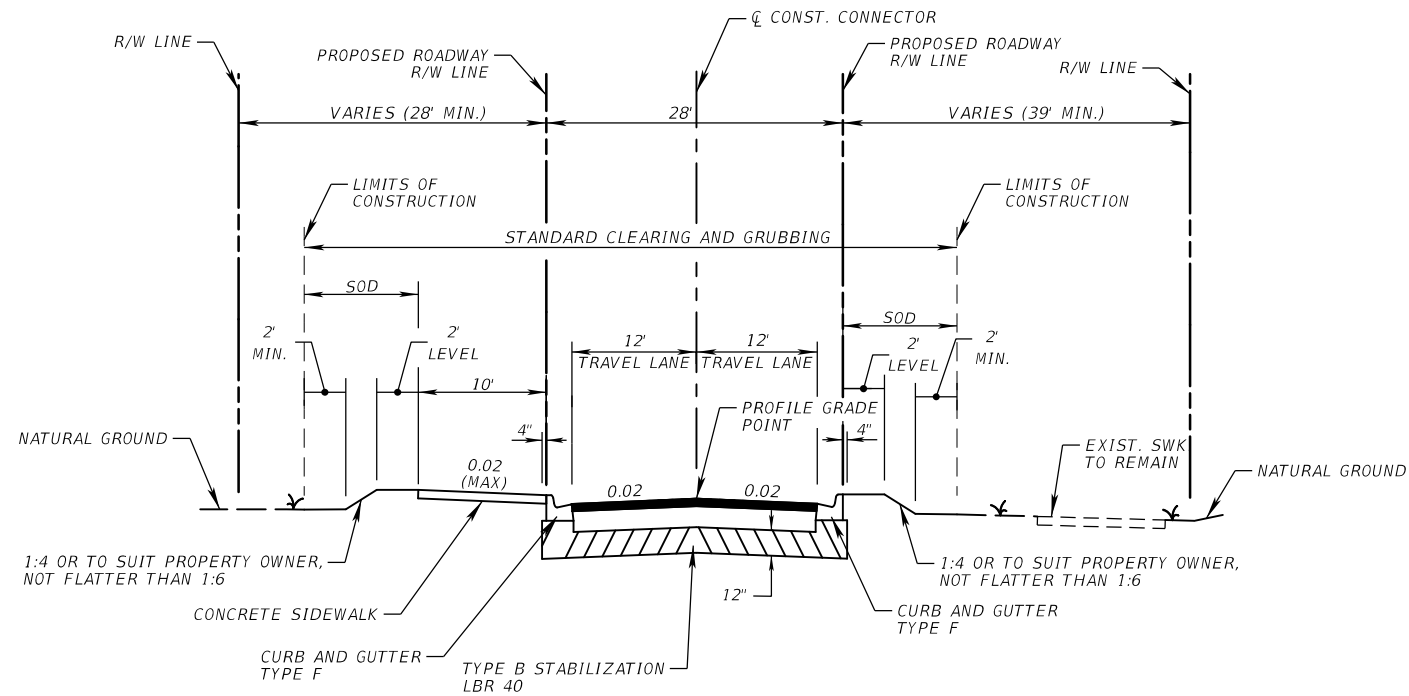
END PGL
STA. 48+36.00

SCALE: $1'' = 200'$ Horizontal
 $1'' = 5'$ Vertical



- | | |
|--|------------------------------------|
| <p>① DBI
W INV. = 12" RCP 17.69</p> | <p>⑥ DBI
S INV. = 12" RCP</p> |
| <p>② DBI
E INV. = 24" HDPE 14.25</p> | <p>⑦ DBI
N INV. = 24" HDPE</p> |
| <p>③ DBI
E INV. = 24" HDPE 14.24</p> | <p>⑧ DBI
S INV = 24" HDPE</p> |
| <p>④ DBI
W INV. = 24" HDPE 14.14
S INV. = 24" HDPE 14.10</p> | <p>⑨ DBI
N INV = 24" HDPE</p> |
| <p>⑤ DBI
W INV. = 24" HDPE 14.05
N INV. = 24" HDPE 14.03</p> | |

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 S. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE MAP	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



TYPICAL SECTION (1)
STA. 26+36.00 TO STA. 30+39.54 (CONNECTOR AT AZALEA DR.)

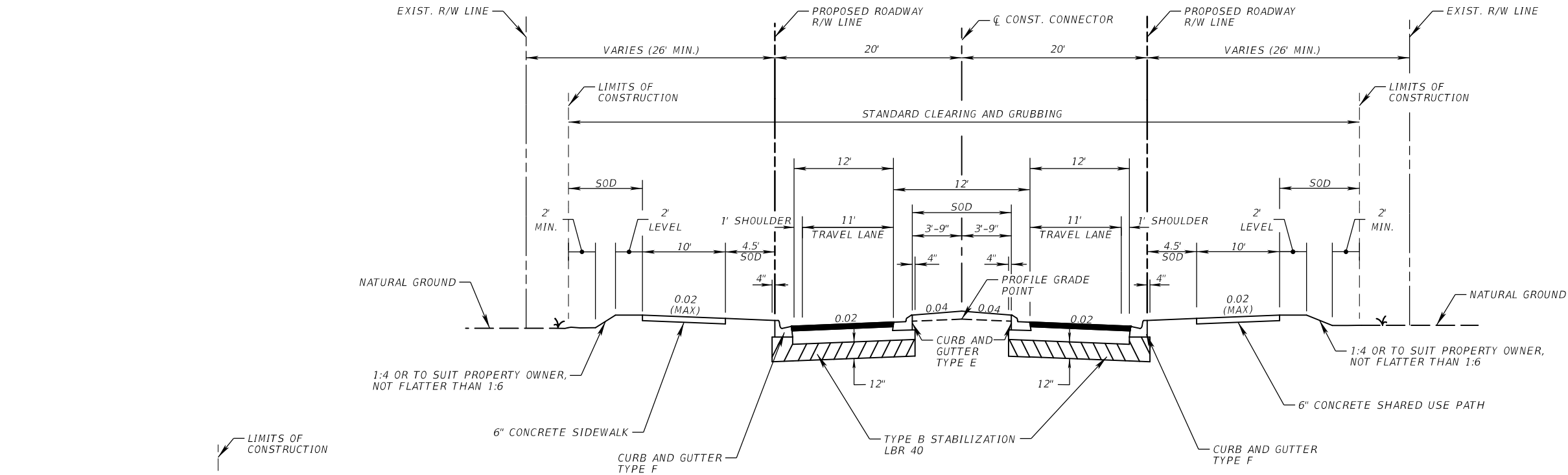
TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

DESTIN CROSS TOWN (AZALEA DR.)
CONNECTOR TRAFFIC DATA

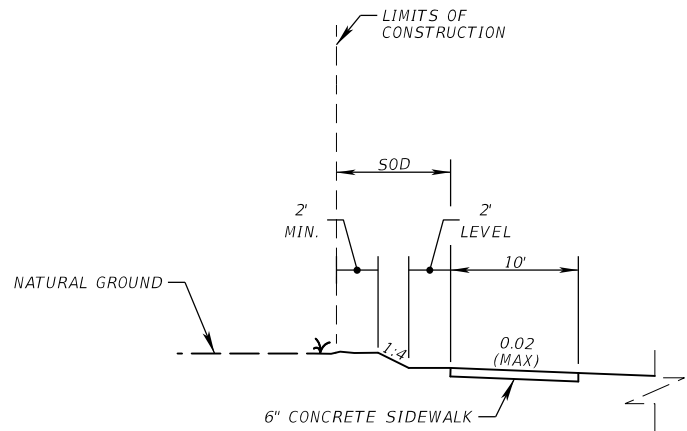
CURRENT YEAR = 2020 AADT = 4,300
ESTIMATED OPENING YEAR = 2023 AADT = 5,400
ESTIMATED DESIGN YEAR = 2043 AADT = 6,500
K = 9% D = 65.9% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH

** CONTRACTOR MAY SUBSTITUTE FULL DEPTH ASPHALT IN LIEU OF BASE AT NO ADDITIONAL COST TO THE CITY TO FACILITATE CONSTRUCTION AT ROADWAY CONNECTIONS.

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								5



TYPICAL SECTION (2)
STA. 30+39.54 TO STA. 35+00.00 (CONNECTOR)



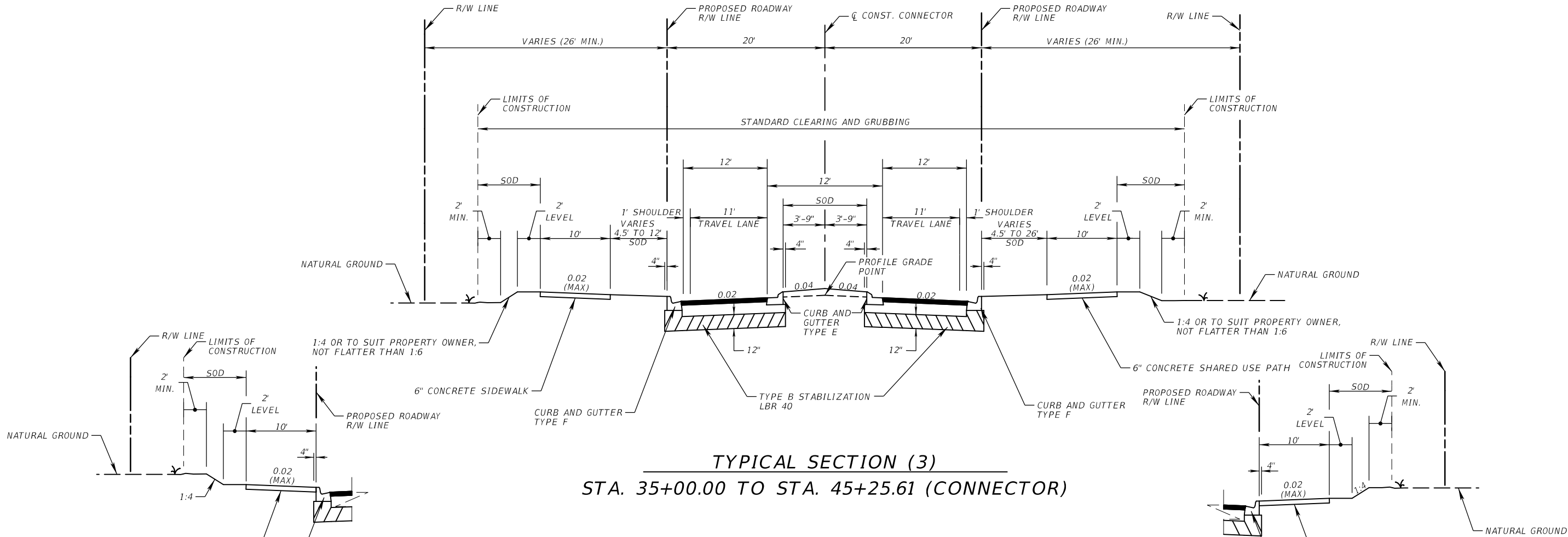
SLOPE DETAIL (1:4 SLOPE)
STA. 32+90.00 TO 33+40.00 (LT)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
ESTIMATED OPENING YEAR = 2023 AADT = 5,700
ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
K = 9% D = 66.8% T = 2.7% (24 HOUR)
DESIGN HOUR T = 1.35%
DESIGN SPEED = 35 MPH

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								6



TYPICAL SECTION (3)
STA. 35+00.00 TO STA. 45+25.61 (CONNECTOR)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 1/2") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 1/2") (PG 76-22)

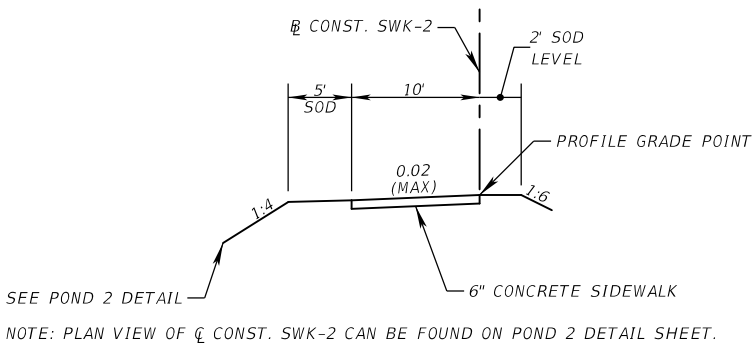
SIDEWALK DETAIL
STA. 43+90.00 TO 44+30.00 (LT)

SIDEWALK DETAIL
STA. 35+67.80 TO 36+24.20 (RT)

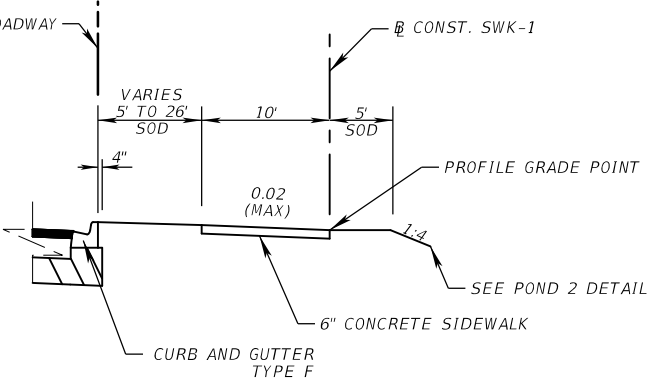
SIDEWALK DETAIL
STA. 37+94.42 TO 42+25.61 (RT)

TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,700
 ESTIMATED OPENING YEAR = 2023 AADT = 5,700
 ESTIMATED DESIGN YEAR = 2043 AADT = 6,800
 K = 9% D = 66.8% T = 2.7% (24 HOUR)
 DESIGN HOUR T = 1.35%
 DESIGN SPEED = 35 MPH

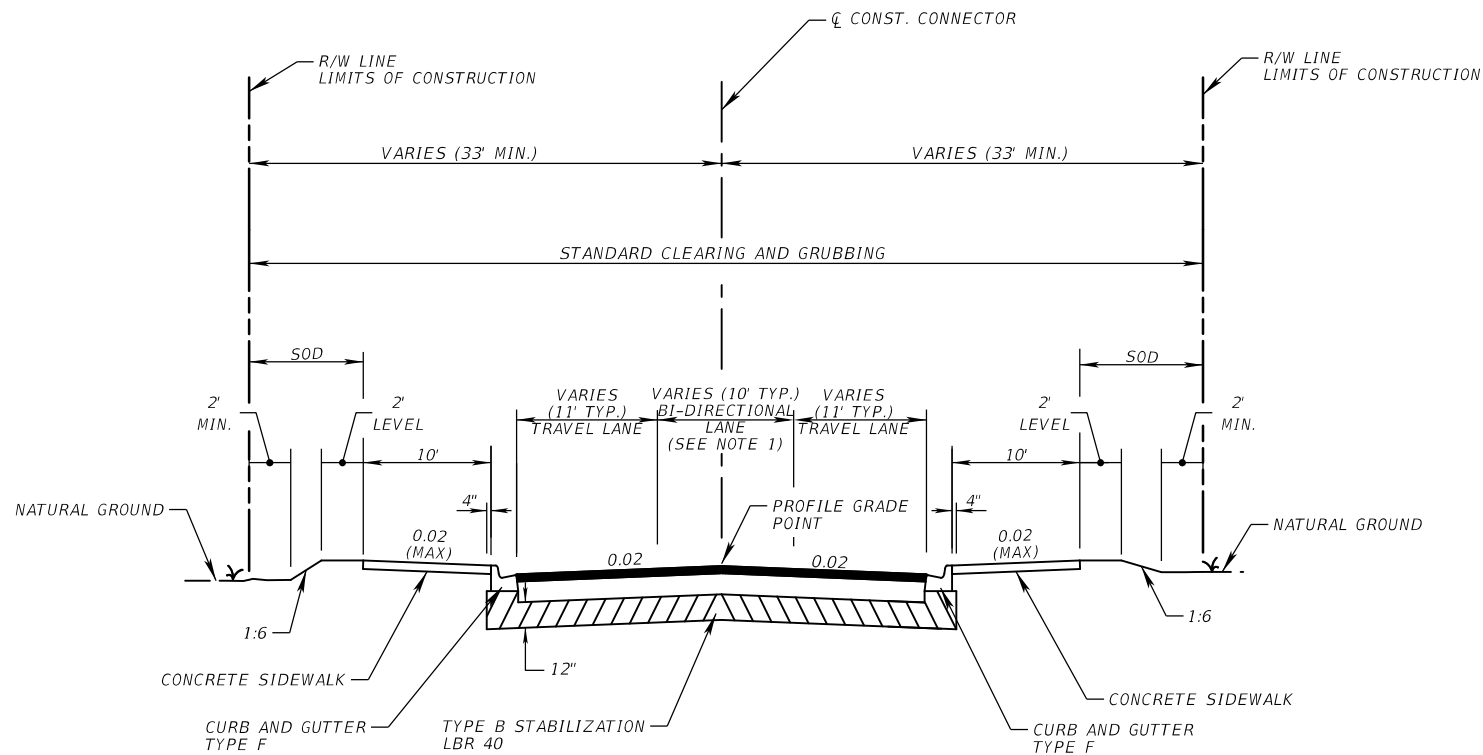


CONCRETE SHARED USE PATH
STA. 0+00.00 TO STA. 9+10.69



REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO. 7
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TYPICAL SECTION (5)
STA. 46+57.69 TO STA. 48+36.00 (CONNECTOR AT LEGION DR.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

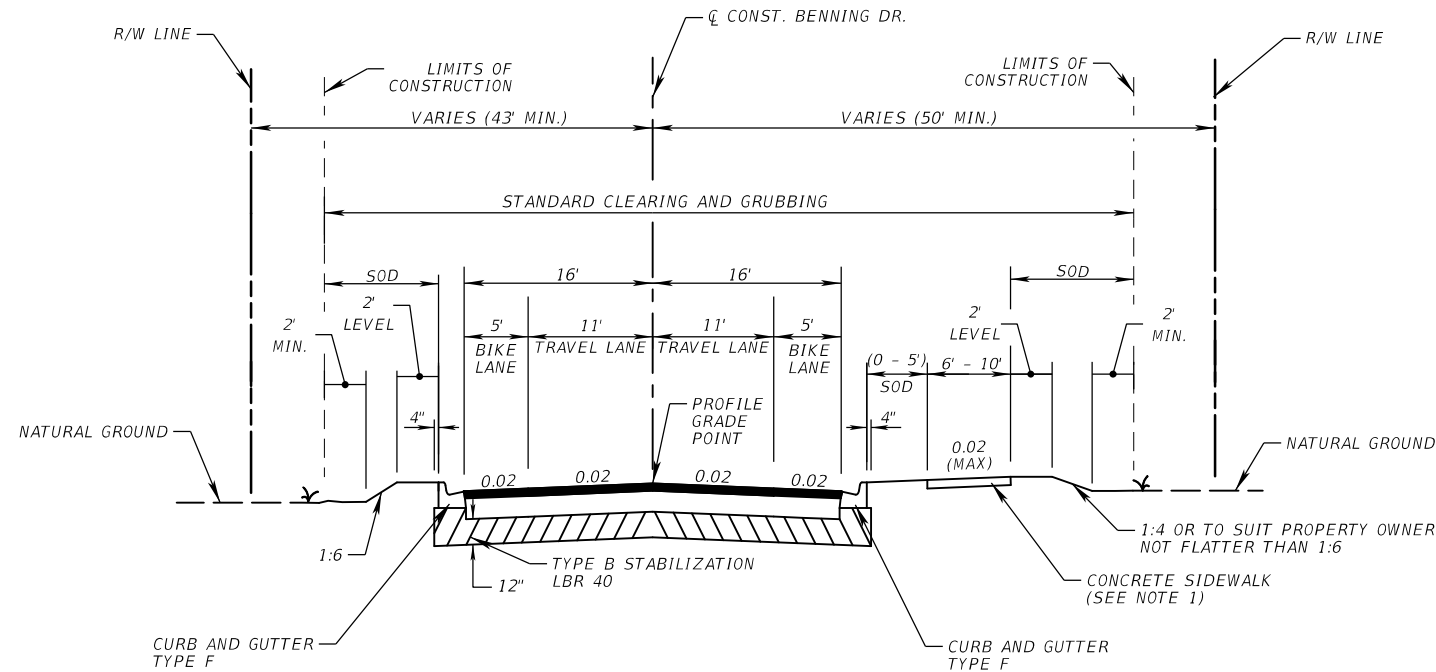
NOTES:

1. SEE ROADWAY PLANS/PROFILE SHEETS FOR CONCRETE TRAFFIC SEPARATOR TYPE I OPTION II LIMITS.

DESTIN CROSS TOWN (LEGION DR.)
CONNECTOR TRAFFIC DATA

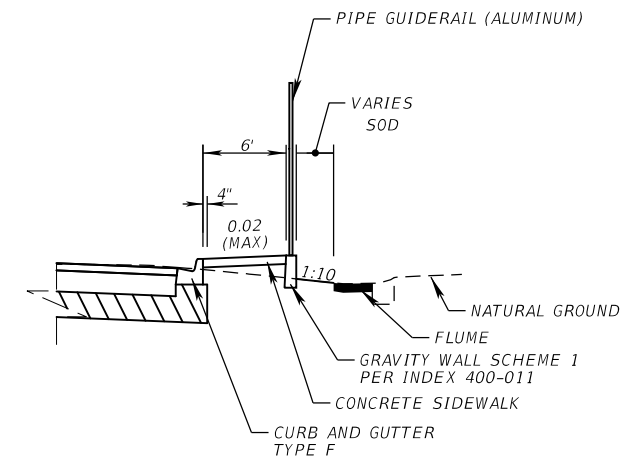
CURRENT YEAR = 2020 AADT = 8,000
ESTIMATED OPENING YEAR = 2023 AADT = 8,500
ESTIMATED DESIGN YEAR = 2043 AADT = 10,200
K = 9% D = 52.0% T = 2.7% (24 HOUR)
DESIGN HOUR T = %
DESIGN SPEED = 35 MPH

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		9



TYPICAL SECTION (6)
STA. 153+94.00 TO STA. 157+00.00 (BENNING DRIVE)

TRAVEL AND BIKE LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



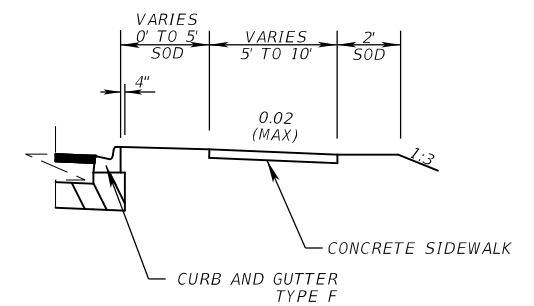
GRAVITY WALL DETAIL
STA. 153+90.05 TO STA. 154+33.13 (RT)

- NOTES:
1. SIDEWALK TRANSITION FROM 0.02 TO -0.02 BETWEEN STA. 156+51.83 TO STA. 156+71.36 (RT)

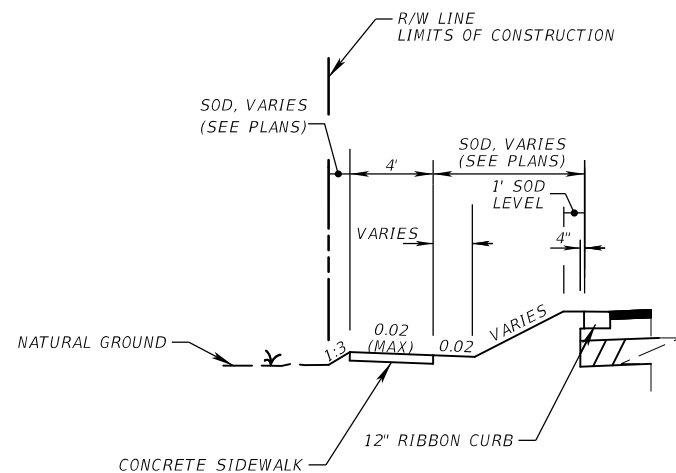
BENNING DR. TRAFFIC DATA

CURRENT YEAR = 2020 AADT = 3,800
 ESTIMATED OPENING YEAR = 2023 AADT = 4,000
 ESTIMATED DESIGN YEAR = 2043 AADT = 4,800
 K = 9% D = 59.8% T = 5.6% (24 HOUR)
 DESIGN HOUR T = %
 DESIGN SPEED = 35 MPH

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
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SIDEWALK DETAIL
STA. 256+95.53 TO STA. 257+21.51 (RT)

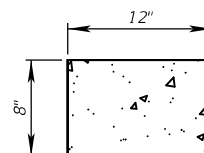


SIDEWALK WITH RIBBON CURB DETAIL
STA. 255+87.61 TO STA. 257+20.00 (LT)

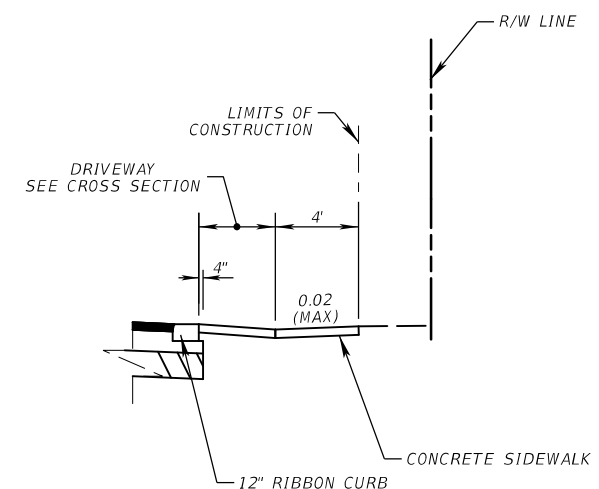
CURRENT YEAR = 2020 AADT = 5,100
ESTIMATED OPENING YEAR = 2023 AADT = 6,300
ESTIMATED DESIGN YEAR = 2043 AADT = 7,550
K = 9% D = 64.5% T = 5.6% (24 HOUR)
DESIGN HOUR T = 2.8 %
DESIGN SPEED = 35 MPH

STA. 252+30.00 TO STA. 254+27.11 (BEACH DRIVE)
STA. 255+58.44 TO STA. 257+21.51 (BEACH DRIVE)

OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



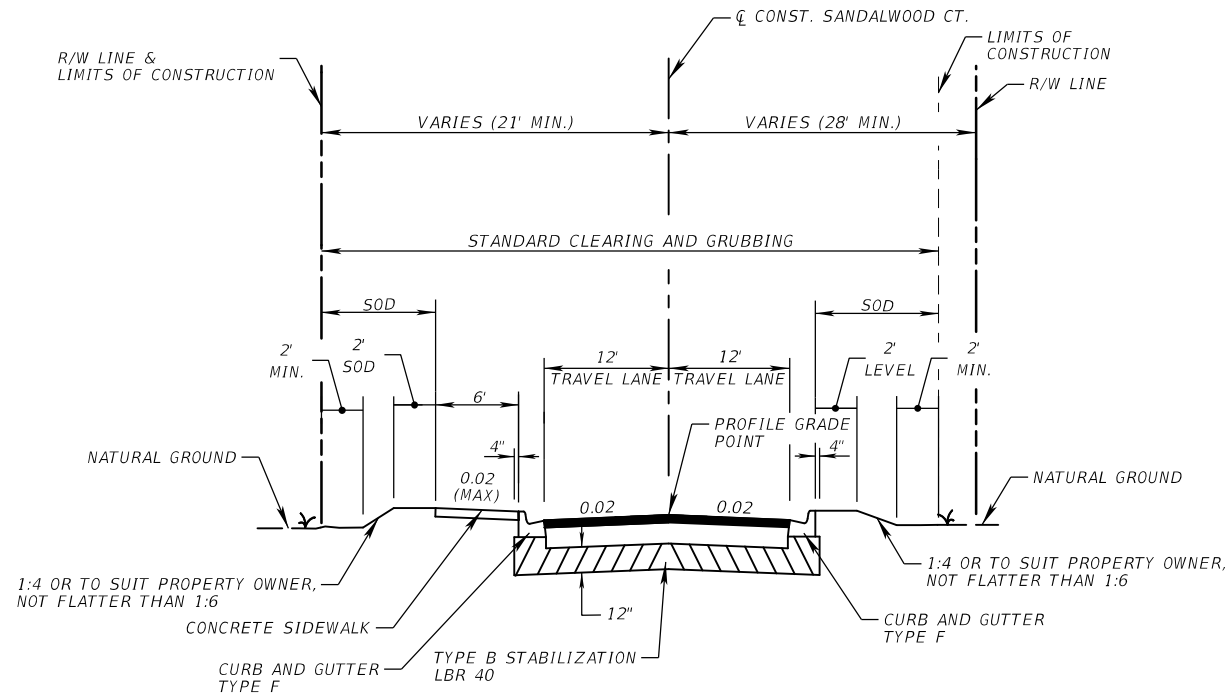
CONCRETE RIBBON CURB DETAIL
N.T.S.



SIDEWALK WITH RIBBON CURB DETAIL
STA. 252+30.00 TO STA. 253+81.49 (RT)

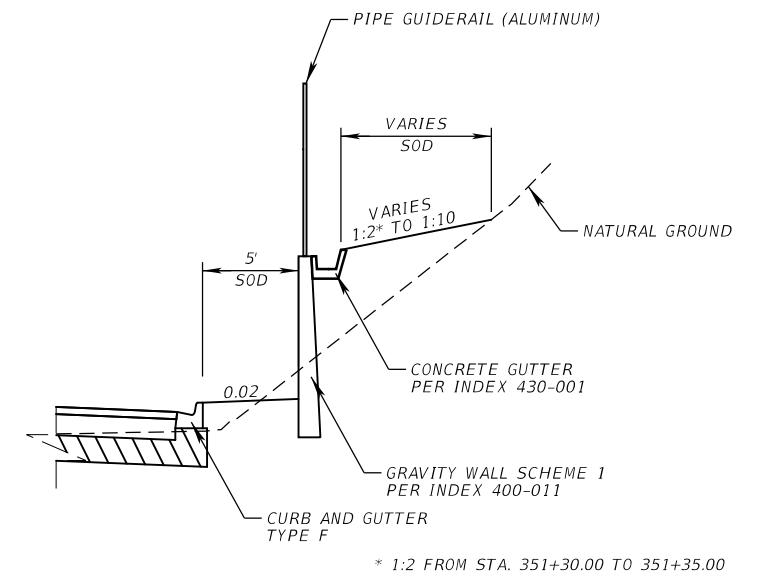
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		11
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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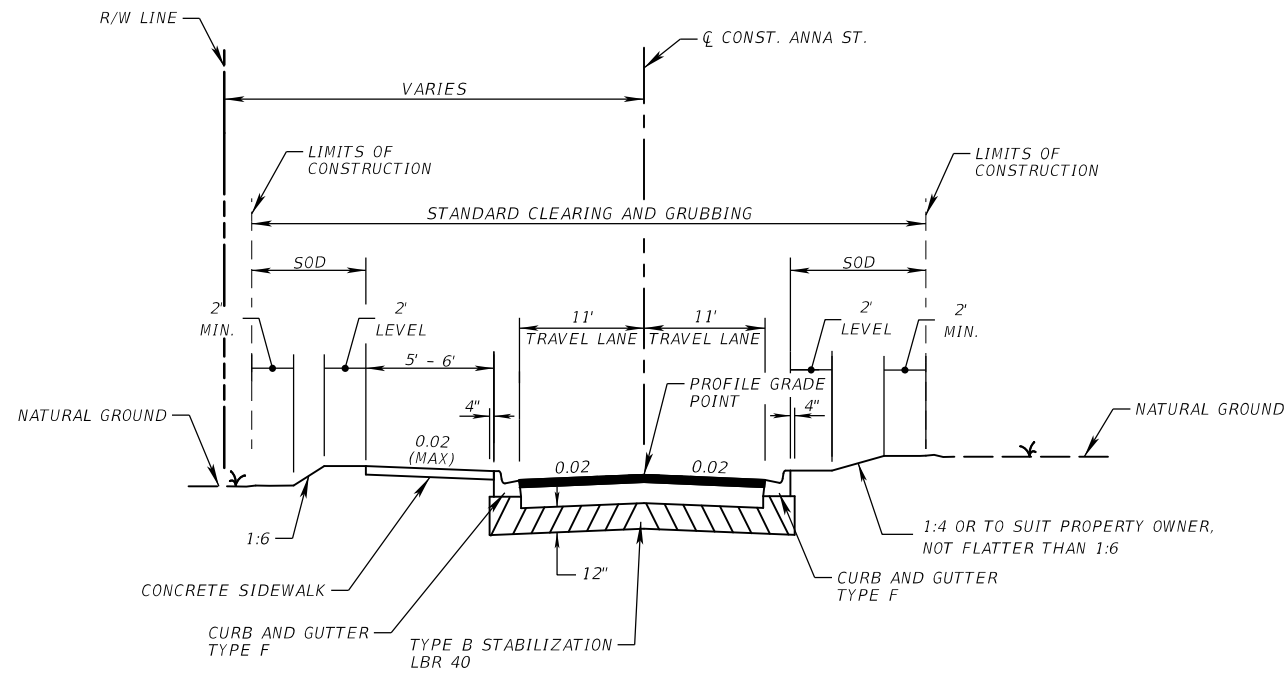
TYPICAL SECTION (8)
STA. 350+18.00 TO STA. 352+33.41 (SANDALWOOD CT.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)



GRAVITY WALL DETAIL
STA. 351+30.00 TO STA. 352+00.00 (RT)

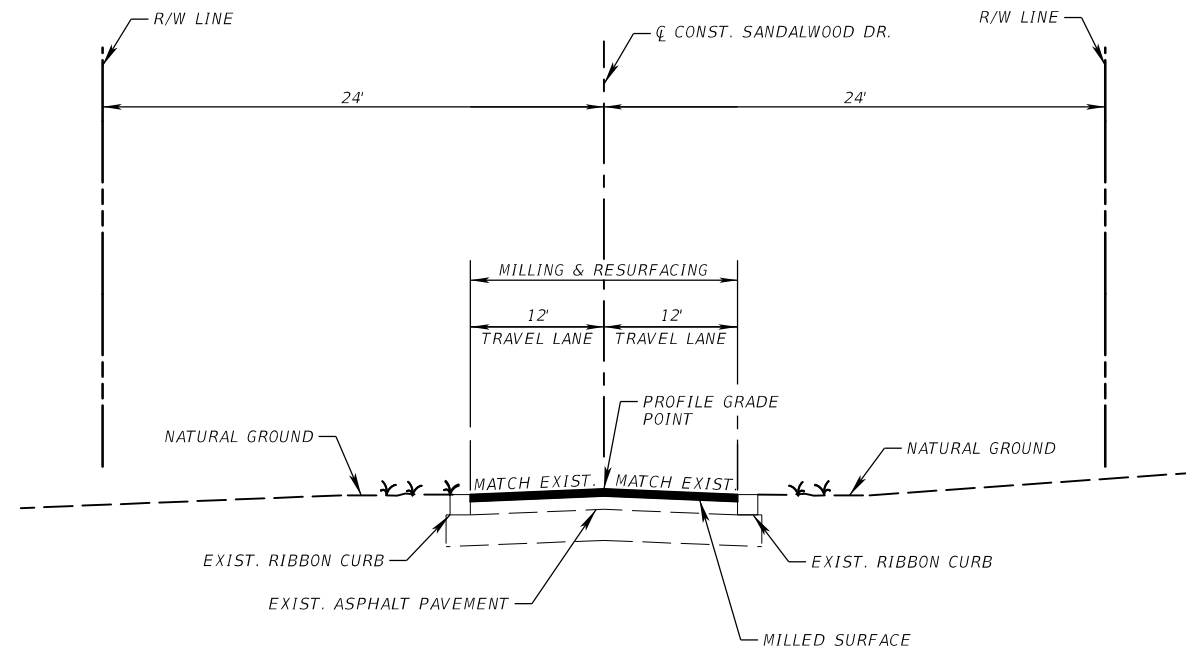
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								12



TYPICAL SECTION (9)
STA. 450+44.42 TO STA. 451+36.33 (ANNA ST.)

TRAVEL LANES
OPTIONAL BASE GROUP 6 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC B) (1 ½") AND
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		13



TYPICAL SECTION (10)
STA. 550+76.06 TO STA. 551+57.38 (SANDALWOOD DRIVE)

EXISTING TRAVEL LANES
MILL EXISTING ASPHALT PAVEMENT (1 ½" DEPTH)
FRICTION COURSE FC-12.5 (TRAFFIC B) (1 ½") (PG 76-22)

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		14

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		CURB INLETS						MANHOLES		DITCH BOTTOM INLETS		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND		P-1	P-2	P-5	P-6	P-9	CLOSED FLUME	P-8		C	D		V-P	18"		
						18"	24"	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	<10'	<10'	18"		24"	SY
P	CF-1	351+45.00	LT.	Inlet									1									
F																						
P	CF-2	352+08.00	LT.	Inlet									1									
F																						
P	EX-4	48+52.80	RT.	Pipe	104																REMOVE FRENCH DRAIN	
F																						
P	EX-5	48+44.24	LT.	Pipe	89																REMOVE FRENCH DRAIN	
F																						
P	O-100	32+29.69	LT.	MES, Pipe		41													1	28		
F																						
P	O-200	450+73.02	RT.	MES, Pipe	49														1	25		
F																						
P	O-300	38+60.00	RT.	MES, Pipe	35														1	25		
F																						
P	O-400	44+34.75	RT.	MES, Pipe		40														1	28	
F																						
P	O-500	253+21.69	LT.	MES, Pipe		36														1	28	
F																						
P	S-100	26+83.70	RT.	Inlet, Pipe	40						1											
F																						
P	S-101	26+83.70	LT.	Inlet, Pipe	69						1											
F																						
P	S-102	27+28.00	RT.	Inlet, Pipe	103					1												
F																						
P	S-103	27+56.25	LT.	Inlet, Pipe	75					1												
F																						
P	S-104	28+35.00	RT.	Inlet, Pipe	103					1												
F																						
P	S-105	28+35.00	LT.	Inlet, Pipe	23					1												
F																						
P	S-106	29+40.00	RT.	Inlet, Pipe	76					1												
F																						
P	S-107	28+95.00	LT.	Inlet, Pipe	56					1												
F																						
P	S-108	31+20.00	RT.	Inlet, Pipe		106				1												
F																						
P	S-109	31+25.00	LT.	Inlet, Pipe	91			1														
F																						
P	S-110	350+80.00	RT.	Inlet, Pipe	69					1												
F																						
P	S-111	32+25.00	LT.	Inlet, Pipe		41	1															
F																						
P	S-112	32+25.00	RT.	Inlet, Pipe		43	1															
F																						
P	S-113	33+00.00	LT.	Inlet, Pipe	67		1															
F																						
P	S-114	33+05.00	RT.	Inlet, Pipe	80		1															
F																						
P	S-115	33+47.35	RT.	Inlet, Pipe	40				1													
F																						
P	S-116	154+20.00	RT.	Inlet, Pipe	62					1												
F																						
P	S-117	154+20.25	RT.	Inlet, Pipe	10											1					W/ CONC. APRON & CURB	
F																						
P	S-118	154+85.00	RT.	Inlet, Pipe	41					1												
F																						
P	S-119	156+94.00	LT.	Inlet, Pipe	29					1												
F																						
P	S-120	156+94.00	RT.	Inlet, Pipe	162					1												
F																						
P	S-121	30+18.02	RT.	Manhole, Pipe		102									1							
F																						
P	S-200	34+25.00	RT.	Inlet, Pipe	43			1														
F																						
P	S-201	34+25.00	LT.	Inlet, Pipe	39			1														
F																						
SHEET SUBTOTAL				PLAN QUANTITY		1555	409	7	1	12	2	0	2	0	1	1	0	0	2	3	134	
				FINAL QUANTITY																		

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF DRAINAGE STRUCTURES		SHEET NO. 15
DATE	DESCRIPTION		DATE		DESCRIPTION				

QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL	CURB INLETS						MANHOLES		DITCH BOTTOM INLETS		GUTTER INLETS	CROSS DRAIN MITERED END SECTION		SODDING	REMARKS
						ROUND	P-1	P-2	P-5	P-6	P-9	CLOSED FLUME	P-8		C	D	V-P				
						18" 20	24"	<10'	<10'	<10'	<10'	<10'	Type I	<10'	>10'	<10'	<10'	<10'	18"		
P	S-202	450+97.34	LT.	Inlet, Pipe																	WITH CONCRETE APRON
F																					
P	S-203	450+97.00	LT.	Inlet, Pipe																	
F																					
P	S-204	450+97.00	RT.	Inlet, Pipe																	
F																					
P	S-300	35+75.00	RT.	Inlet, Pipe																	
F																					
P	S-301	35+75.00	LT.	Inlet, Pipe																	
F																					
P	S-302	37+25.00	RT.	Inlet, Pipe																	
F																					
P	S-303	37+25.00	LT.	Inlet, Pipe																	
F																					
P	S-304	38+60.00	RT.	Manhole, Pipe																	
F																					
P	S-400	39+85.00	RT.	Inlet, Pipe																	
F																					
P	S-401	39+85.00	LT.	Inlet, Pipe																	
F																					
P	S-402	41+10.00	RT.	Inlet, Pipe																	
F																					
P	S-403	41+10.00	LT.	Inlet, Pipe																	
F																					
P	S-404	42+35.00	RT.	Inlet, Pipe																	
F																					
P	S-405	42+35.00	LT.	Inlet, Pipe																	
F																					
P	S-406	43+75.00	RT.	Inlet, Pipe																	
F																					
P	S-407	43+75.00	LT.	Inlet, Pipe																	
F																					
P	S-408	44+24.15	RT.	Inlet, Pipe																	
F																					
P	S-409	44+24.15	LT.	Inlet, Pipe																	
F																					
P	S-410	44+72.00	RT.	Inlet, Pipe																	
F																					
P	S-411	44+72.00	LT.	Inlet, Pipe																	
F																					
P	S-412	255+27.46	LT.	Inlet, Pipe																	
F																					
P	S-413	255+29.45	LT.	Manhole, Pipe																	
F																					
P	S-414	256+72.85	RT.	Inlet, Pipe																	
F																					
P	S-415	256+72.85	LT.	Inlet, Pipe																	WITH CONCRETE APRON
F																					
P	S-500	252+26.37	RT.	Inlet, Pipe																	WITH CONCRETE APRON
F																					
P	S-501	252+78.00	LT.	Inlet, Pipe																	
F																					
P	S-502	253+23.75	RT.	Inlet, Pipe																	
F																					
P	S-503	253+23.75	LT.	Inlet, Pipe																	
F																					
P	S-504	253+75.00	LT.	Inlet, Pipe																	
F																					
P	S-505	254+51.49	LT.	Manhole, Pipe																	
F																					
P	S-506	254+51.47	RT.	Inlet, Pipe																	
F																					
P	S-507	47+53.53	LT.	Inlet, Pipe																	
F																					
P	S-508	47+42.00	RT.	Inlet, Pipe																	
F																					
SHEET SUBTOTAL				PLAN QUANTITY	2070	208	15	3	4	2	2	0	3	0	3	0	1	0	0	0	
				FINAL QUANTITY																	
TOTAL				PLAN QUANTITY	3625	617	23	5	15	3	2	2	3	1	4	0	1	2	3	134	
				FINAL QUANTITY																	

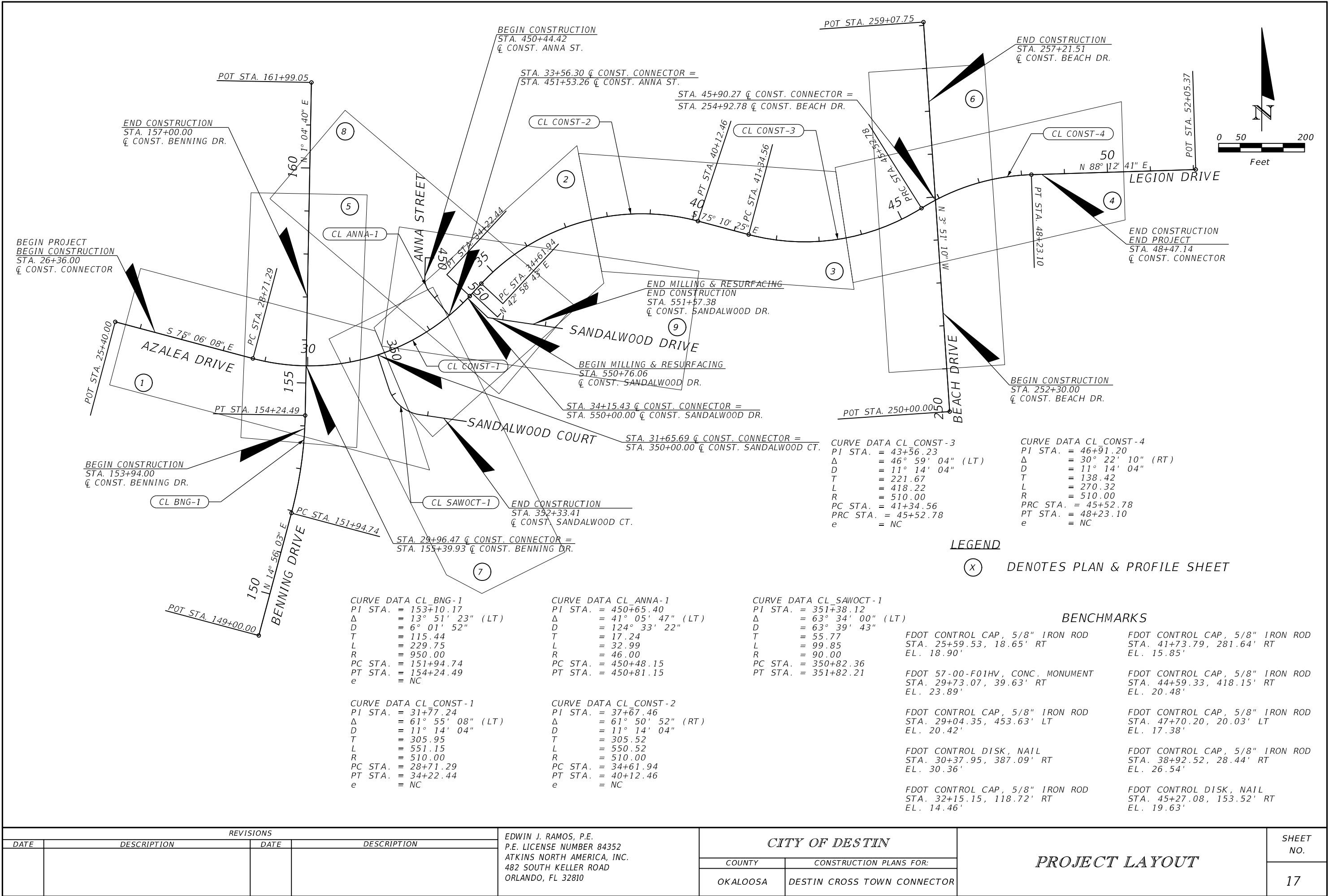
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF DRAINAGE STRUCTURES		SHEET NO.				
DATE	DESCRIPTION		DATE		DESCRIPTION								
						COUNTY				CONSTRUCTION PLANS FOR:			
						OKALOOSA				DESTIN CROSS TOWN CONNECTOR			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



GENERAL NOTES

1. THE CONTRACTORS SHALL NOTIFY THE CITY ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.
2. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE RESTORED OR RECONSTRUCTED AS DEPICTED IN PLANS OR AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE.
3. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFFSITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED BALES AS REQUIRED BY THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2018 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER OR DESIGNEE.
4. ANY NECESSARY PERMITS, OTHER THAN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD) PERMIT, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. CITY OF DESTIN OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY.
6. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

SOUTHEASTERN SURVEYING & MAPPING CORP.
1130 HIGHWAY 90
CHIPLEY, FLORIDA 32428
PH (850) 638-0790
7. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN AND BE PROTECTED UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE.
9. EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.
10. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION.
11. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE FDOT STANDARD PLANS & SPECIFICATIONS, LATEST EDITION. CONTRACTOR SHALL INCLUDE ANY NECESSARY COSTS IN HIS BID. PROVIDE TEST RESULTS TO THE CITY WEEKLY.
12. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE CITY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
13. CONTRACTOR SHALL COMPLY WITH ALL NWFWMD AND FDEP REQUIREMENTS.
14. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.
15. MAINTENANCE OF TRAFFIC WILL BE PER FDOT STANDARD PLANS INDEX 102-600 SERIES WHEN NOT INCLUDED IN DETAILED TRAFFIC CONTROL PLAN INCLUDED IN CONSTRUCTION PLANS.
16. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 110-200 AND UNITED STATES POSTAL SERVICE REQUIREMENTS.

17. ALL SIDEWALKS, RAMPS, DRIVEWAYS, WILL BE BUILT USING LATEST EDITION OF THE FDOT STANDARD PLANS.
18. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.
19. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV, VH, AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
20. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST TWO FULL BUSINESS DAYS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES.

KNOWN UTILITIES OWNERS INCLUDE:

SEWER/WATER - DESTIN WATER USERS, INC.
MONICA AUTREY
PH: (850) 337-3945

TELEPHONE - AT&T FLORIDA
MICHAEL FILLINGIM
PH: (850) 623-3654

ELECTRIC - GULF POWER COMPANY
CHAD SWAILS
PH: (850) 429-2446

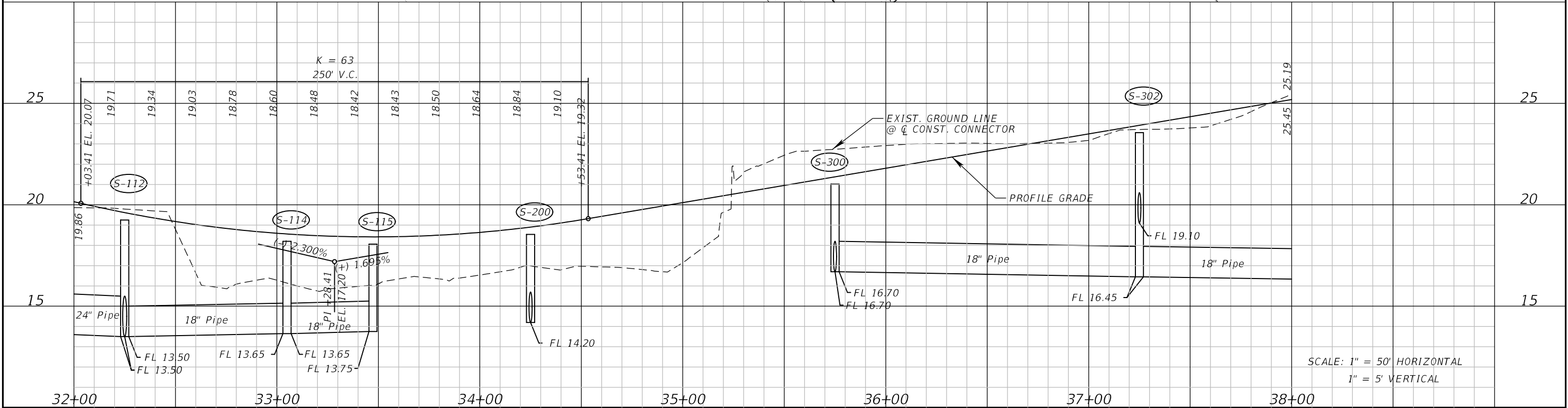
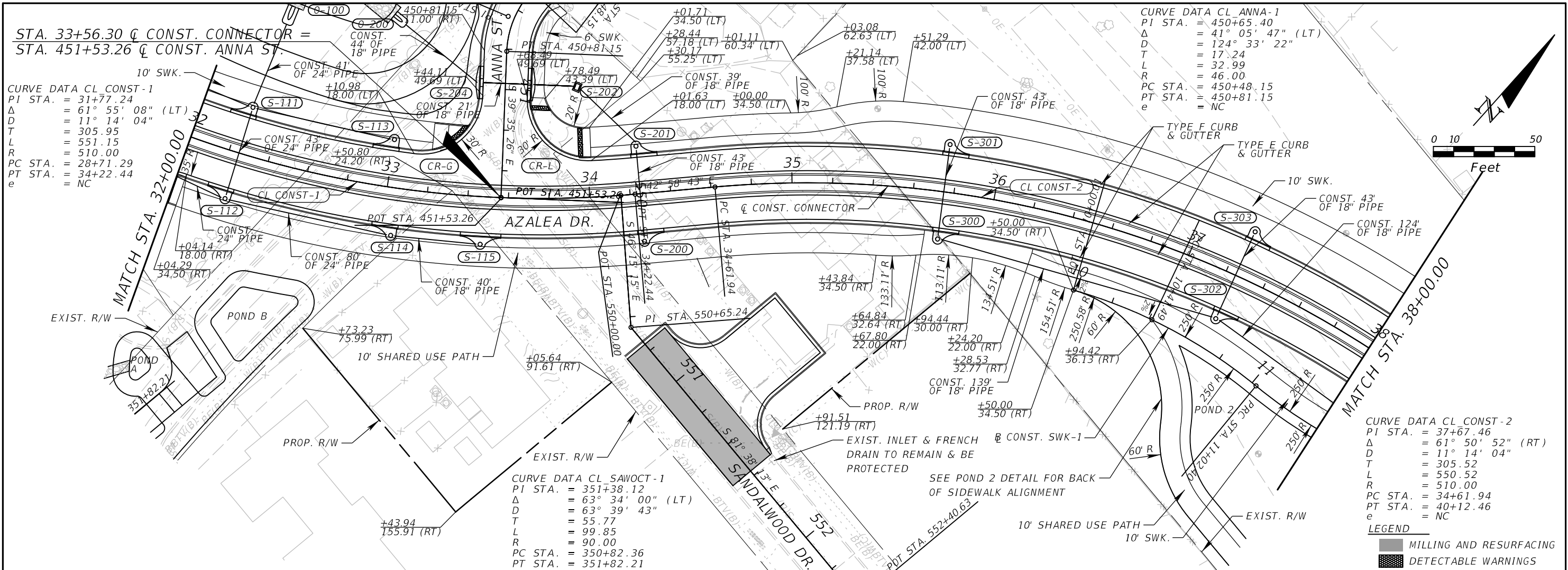
CABLE - COX COMMUNICATIONS SOUTHEAST
ROGER DIXON
PH: (850) 314-8163

NATURAL GAS - OKALOOSA GAS DISTRICT
LARS SULLIVAN
PH: (850) 974-7015

TELEPHONE - CENTURYLINK
AMBER GILSON
PH: (850) 815-3131

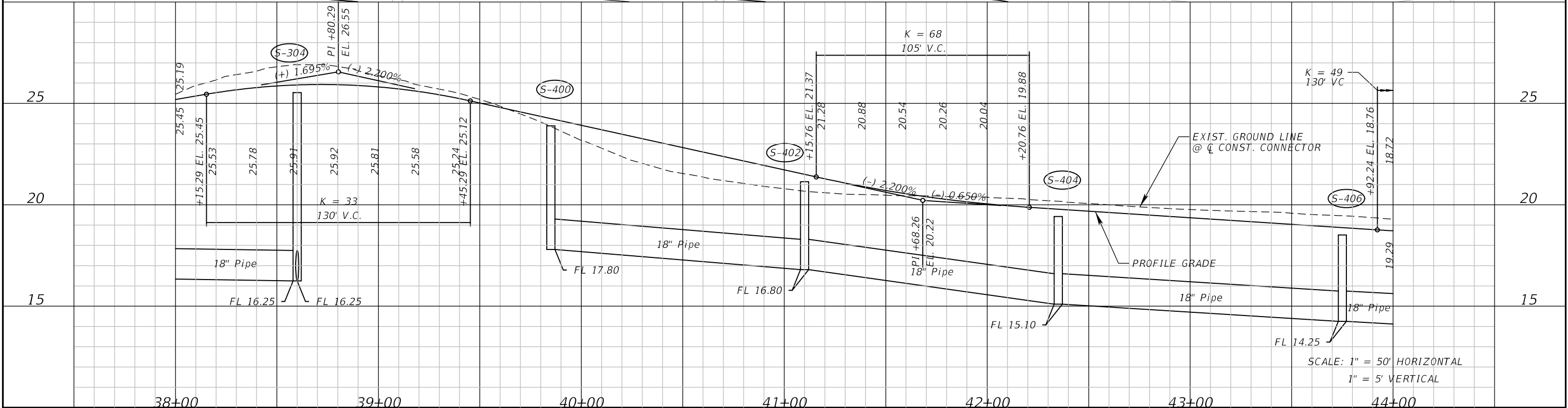
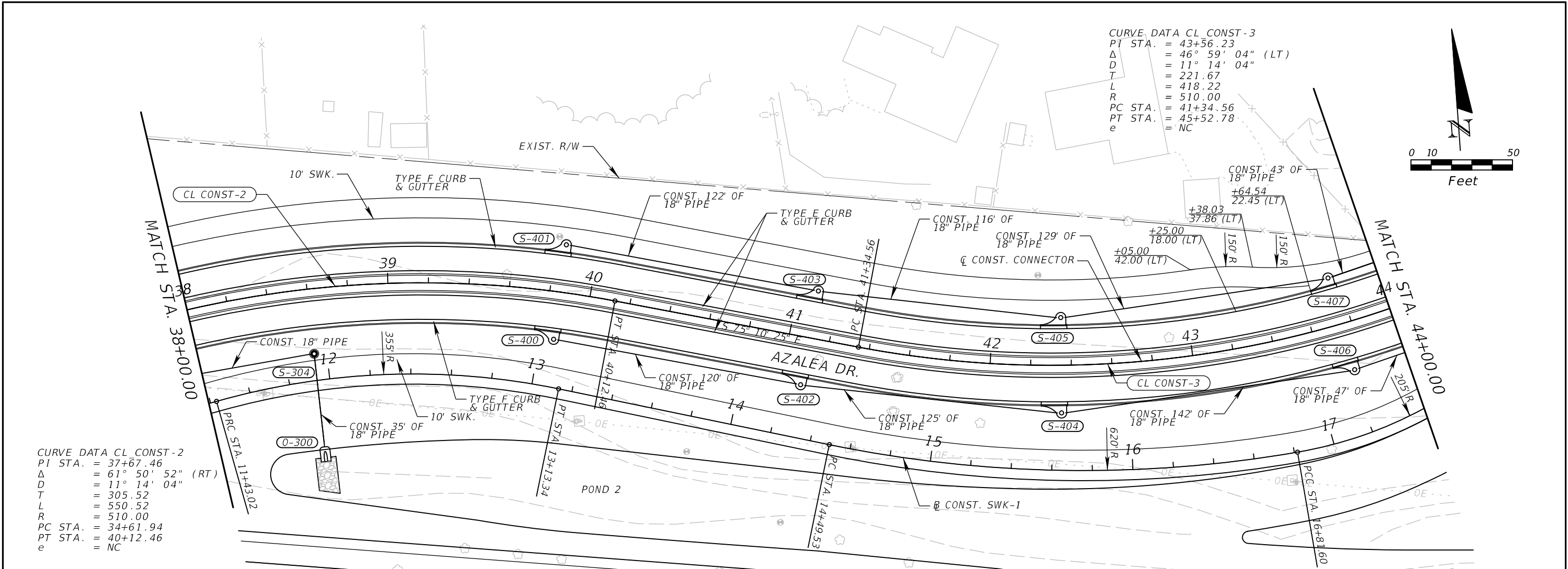
OKALOOSA COUNTY TRAFFIC SIGNAL SYSTEM
RANDY SHOWERS
PH: (850) 609-6181
21. ALL STORMWATER PIPES TO BE HIGH PERFORMANCE POLYPROPYLENE, OR APPROVED EQUIVALENT MATERIAL, UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS.
22. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		18



REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819	CITY OF DESTIN		PLAN & PROFILE (2) DESTIN CONNECTOR	SHEET NO. 20
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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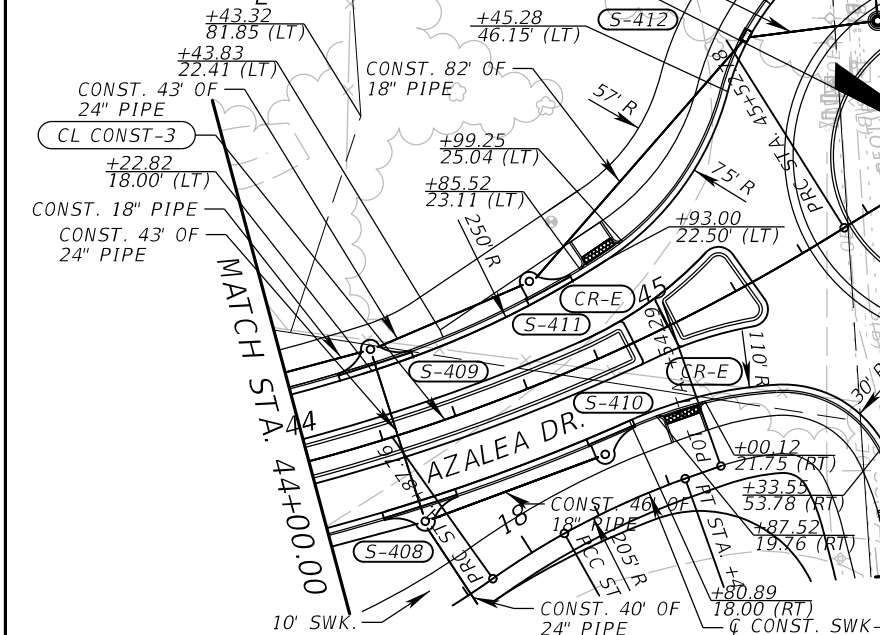


REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819	CITY OF DESTIN		PLAN & PROFILE (3) DESTIN CONNECTOR	SHEET NO. 21
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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CURVE DATA CL CONST-3
PI STA. = 43+56.23
Δ = 46° 59' 04" (LT)
D = 11° 14' 04"
T = 221.67
L = 418.22
R = 510.00
PC STA. = 41+34.56
PT STA. = 45+52.78
e = NC

STA. 45+90.27 @ CONST. CONNECTOR =
STA. 254+92.78 @ CONST. BEACH DR.



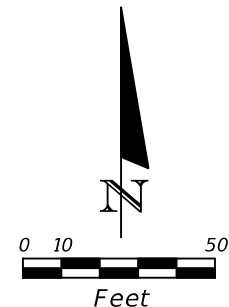
SEE BEACH
DRIVE PLAN & PROFILE

SEE BEACH DRIVE
PLAN & PROFILE

REMOVE EXIST. INLETS
EX-2 & EX-3 &
FRENCH DRAIN
10' SWK.
CONST. 89'
OF 18\"/>

REMOVE EXIST. FRENCH
DRAIN. INLETS EX-4 &
EX-5 TO REMAIN & BE
PROTECTED.

END PROJECT
END CONSTRUCTION
STA. 48+47.14

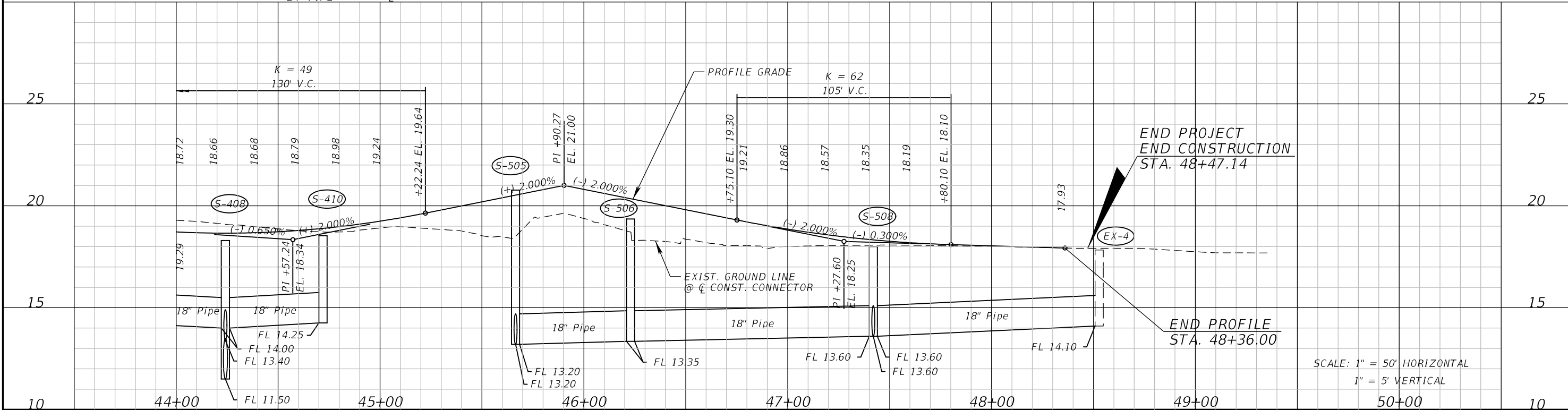


CURVE DATA CL CONST-4
PI STA. = 46+91.20
Δ = 30° 22' 10" (RT)
D = 11° 14' 04"
T = 138.42
L = 270.32
R = 510.00
PC STA. = 45+52.78
PT STA. = 48+23.10

CAUTION: GAS LINE WITHIN R/W

SEE INTERSECTION DETAIL SHEET

LEGEND
[Pattern] DETECTABLE WARNINGS

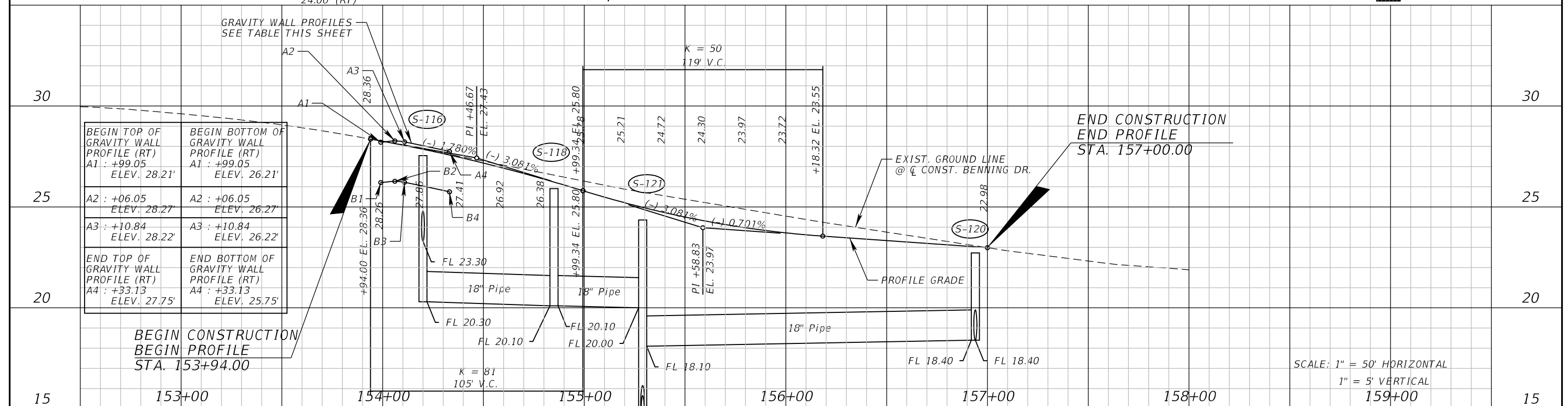
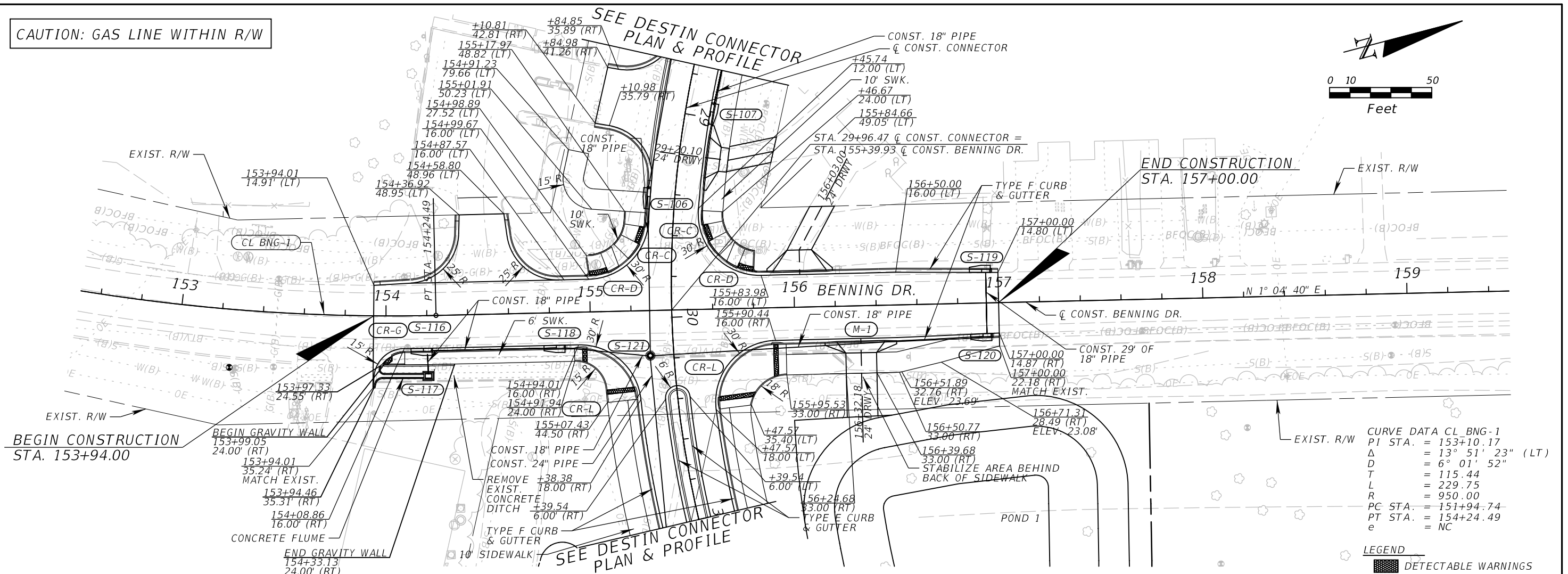
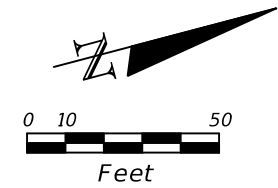


SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

REVISIONS		EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819		CITY OF DESTIN		PLAN & PROFILE (4) DESTIN CONNECTOR	SHEET NO. 22
DATE	DESCRIPTION	DATE	DESCRIPTION	COUNTY	CONSTRUCTION PLANS FOR:		
				OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

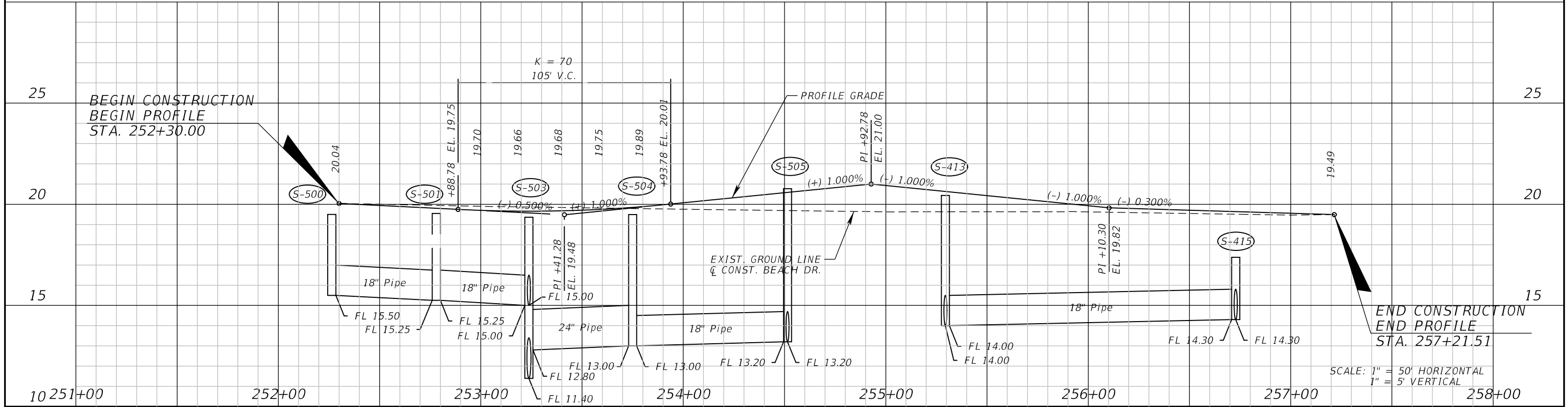
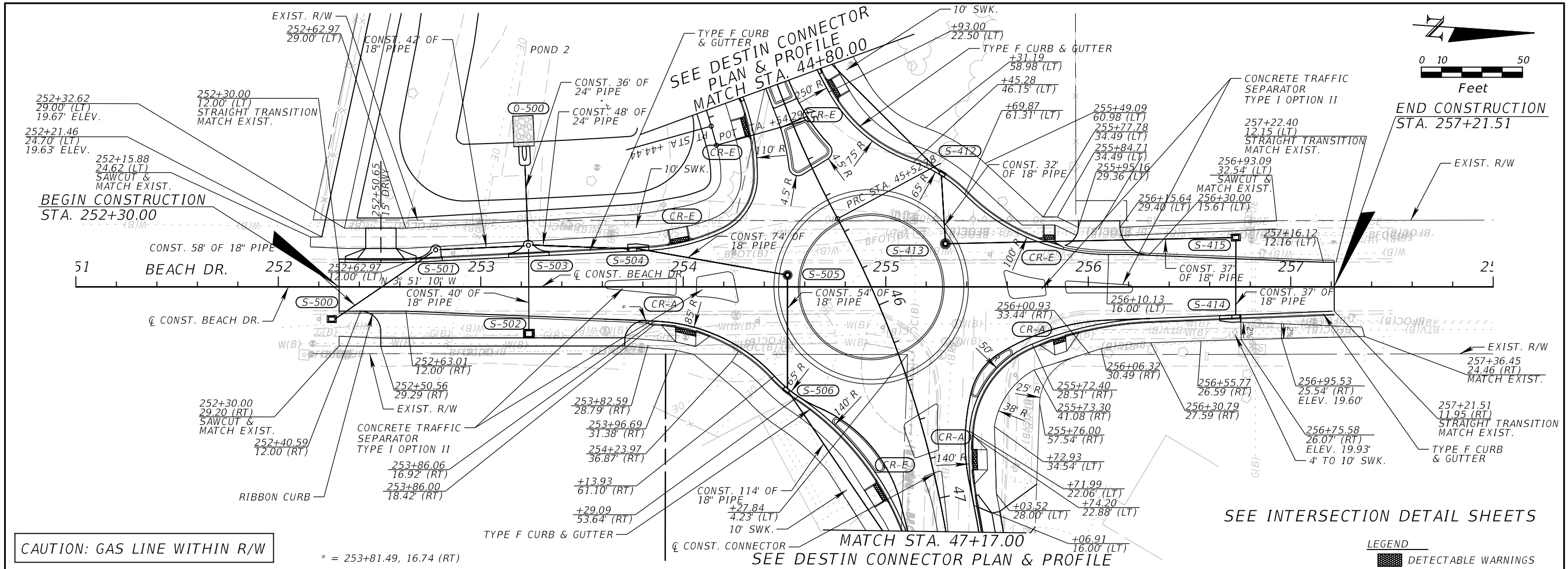
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CAUTION: GAS LINE WITHIN R/W



REVISIONS				NO. EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PLAN & PROFILE (5) BENNING DRIVE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		23
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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BEGIN CONSTRUCTION
STA. 450+44.42

EXIST. TRENCH DRAIN
TO REMAIN & BE
PROTECTED

450+48.15
11.00 (RT)
450+44.53
22.44' (RT)

Q CONST. ANNA ST.

CURVE DATA CL ANNA1
PI STA. = 450+71.21
 Δ = 51° 06' 25" (LT)
D = 124° 33' 22"
T = 21.99
L = 41.03
R = 46.00
PC STA. = 450+49.22
PT STA. = 450+90.25

CONST. 49' OF 18" PIPE

MATCH STA. 32+80.00
SEE DESTIN CONNECTOR
PLAN & PROFILE

SEE DESTIN CONNECTOR
PLAN & PROFILE
MATCH STA. 34+80.00

STA. 33+56.30 Q CONST. CONNECTOR =
STA. 451+53.26 Q CONST. ANNA ST.

LEGEND

MILLING AND RESURFACING
DETECTABLE WARNINGS

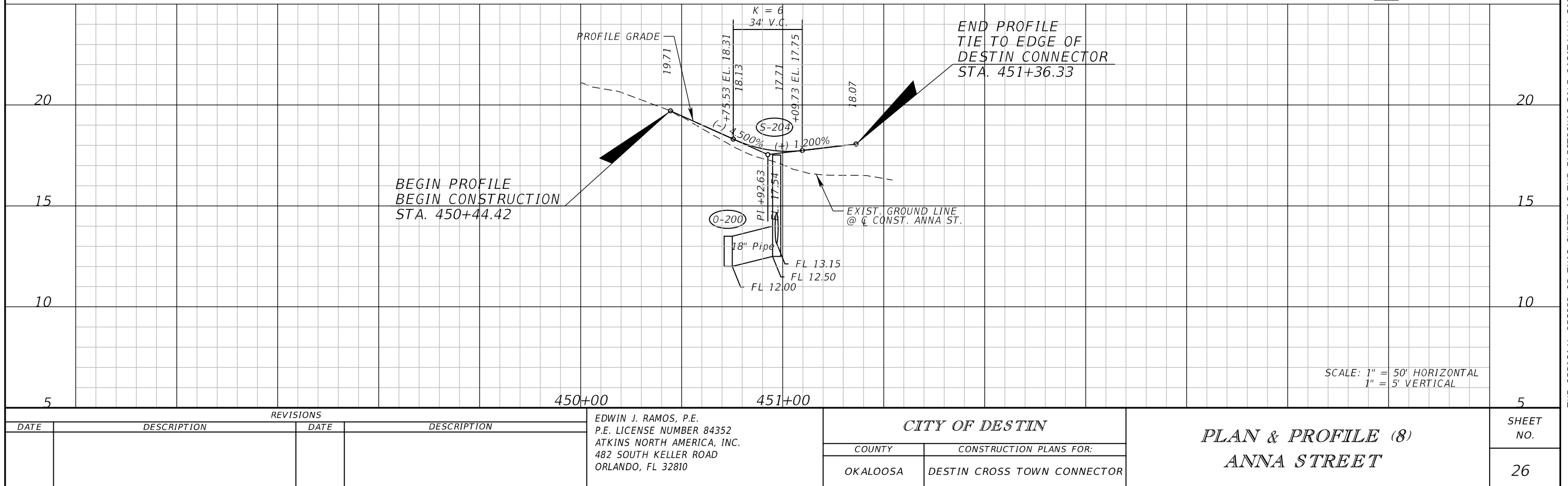
SCALE: 1" = 50' HORIZONTAL
1" = 5' VERTICAL

BEGIN PROFILE
BEGIN CONSTRUCTION
STA. 450+44.42

PROFILE GRADE

END PROFILE
TIE TO EDGE OF
DESTIN CONNECTOR
STA. 451+36.33

EXIST. GROUND LINE
@ Q CONST. ANNA ST.

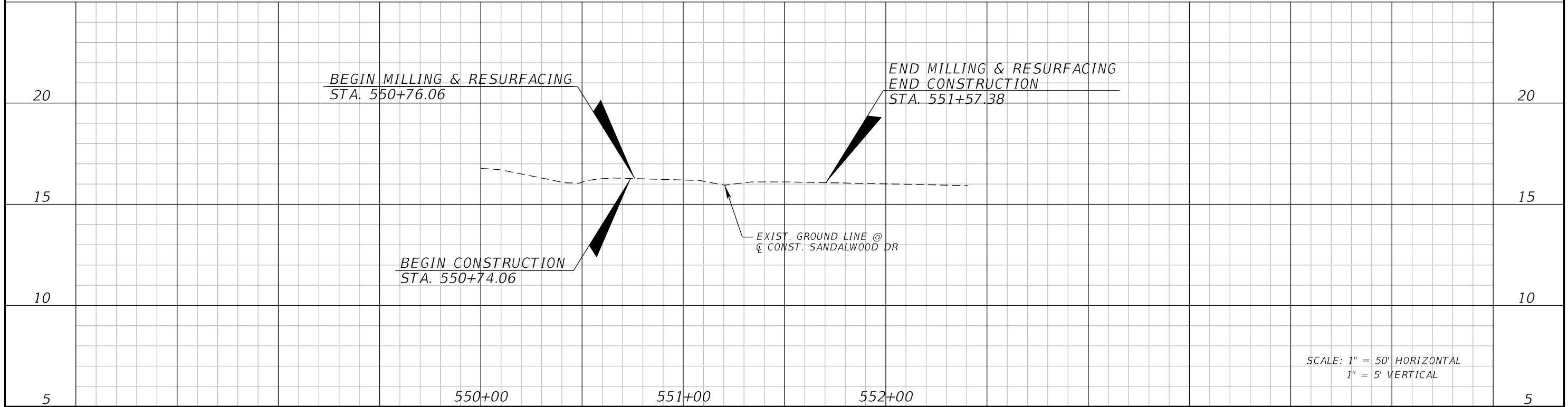
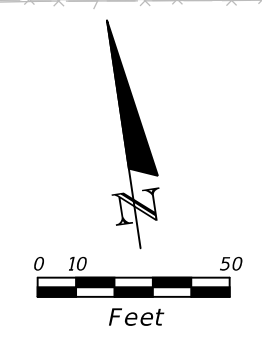
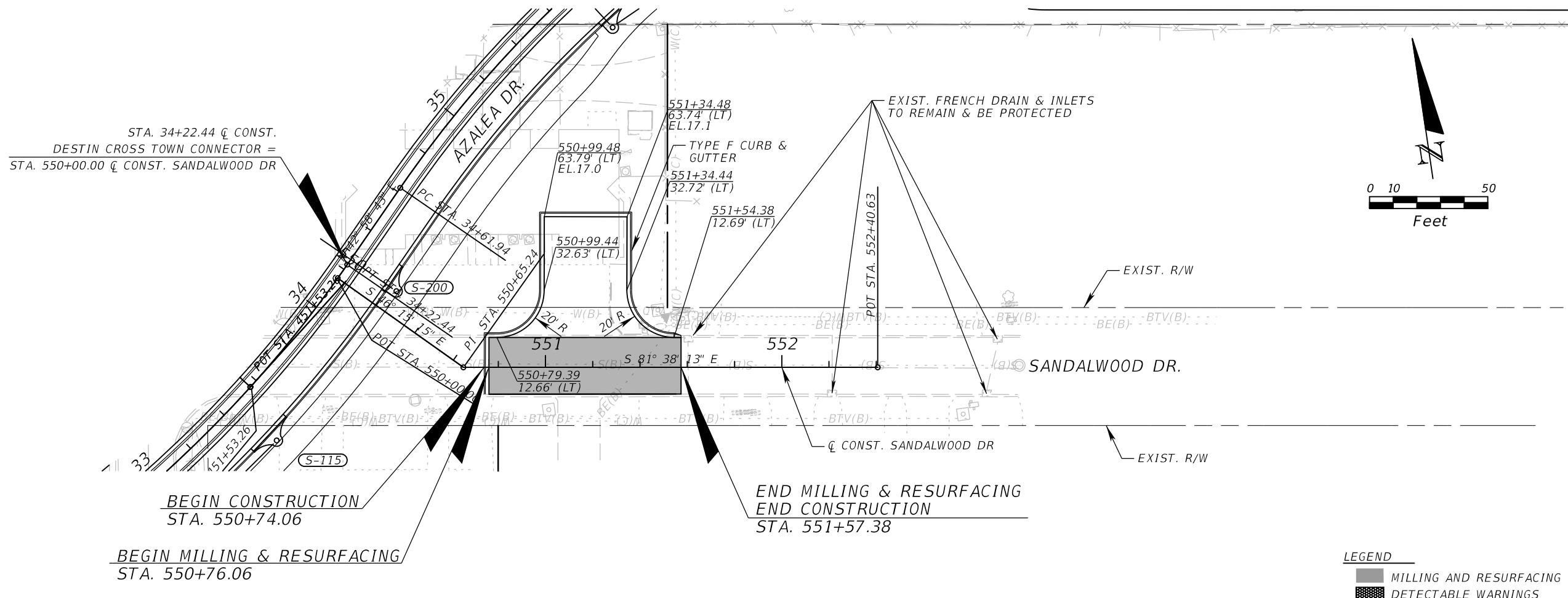


REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

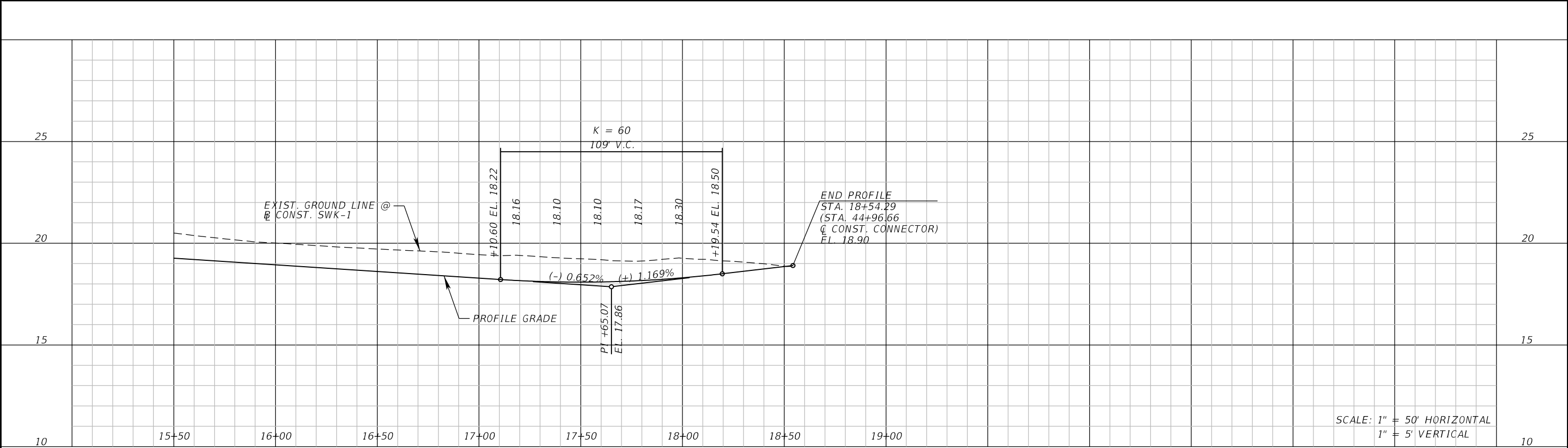
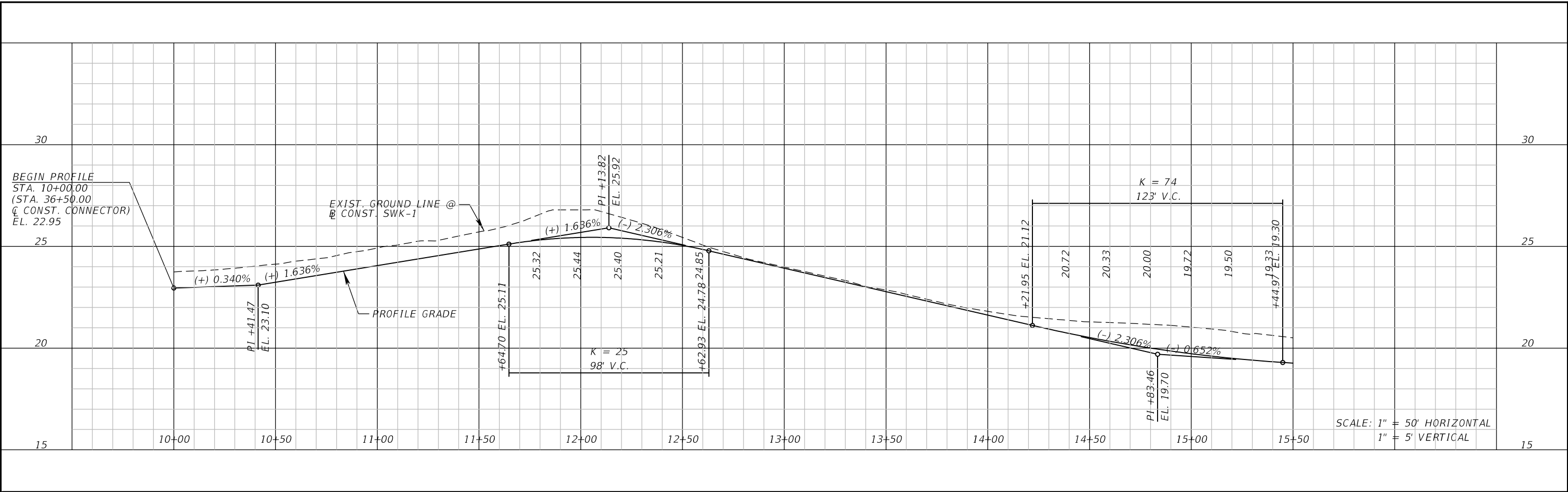
CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

PLAN & PROFILE (8) ANNA STREET	
SHEET NO. 26	



REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PLAN & PROFILE (9) SANDALWOOD DR	SHEET NO. 27
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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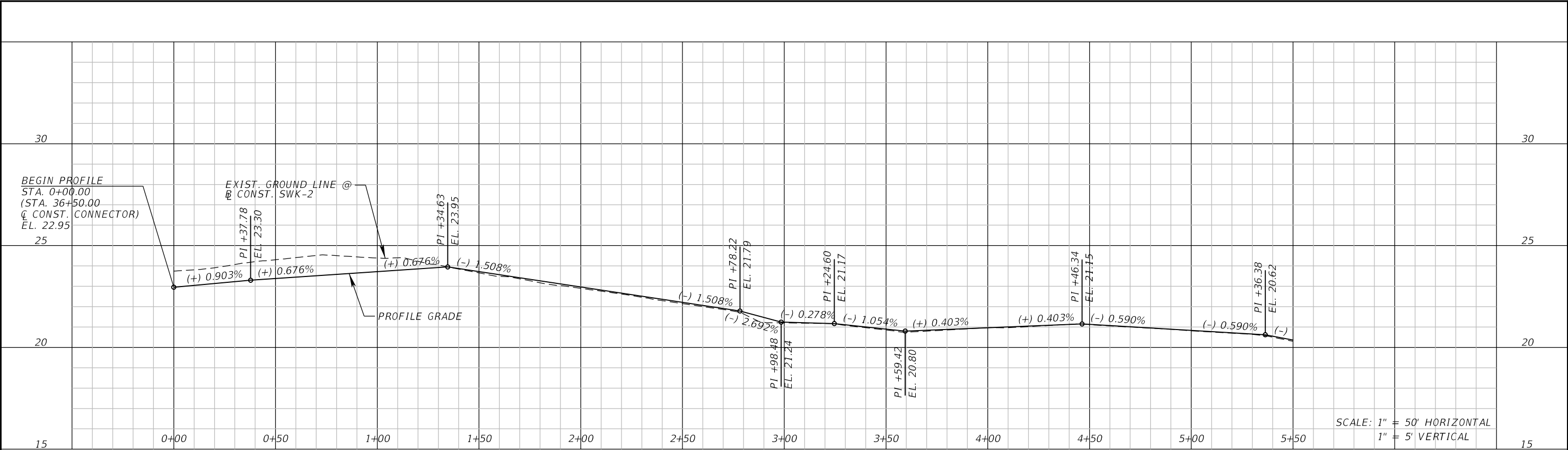
REVISIONS				CITY OF DESTIN		BACK OF SIDEWALK PROFILES		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
								30

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

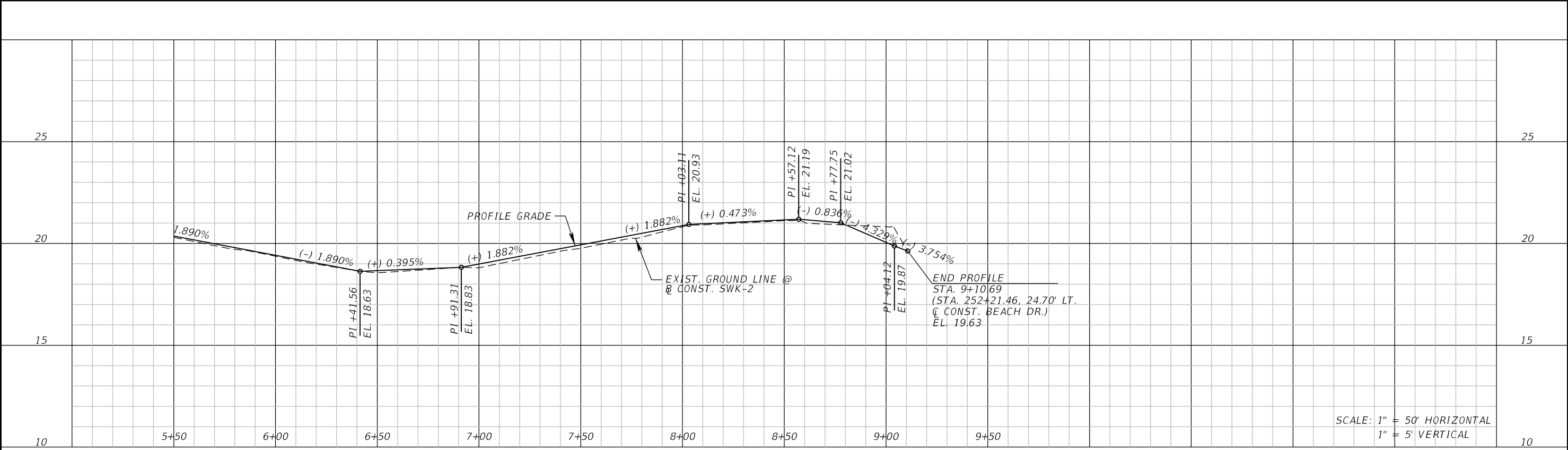
COUNTY
OKALOOSA

CONSTRUCTION PLANS FOR:
DESTIN CROSS TOWN CONNECTOR

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



SEE POND 2 DETAIL FOR @ CONST. SWK-2 IN PLAN VIEW.

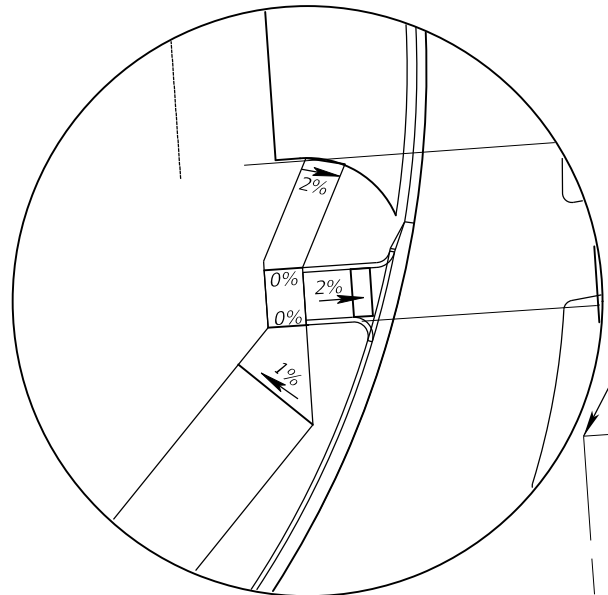


SEE POND 2 DETAIL FOR @ CONST. SWK-2 IN PLAN VIEW.

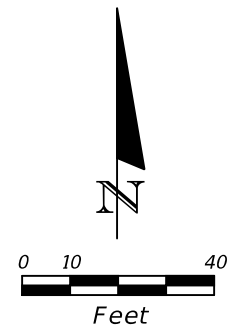
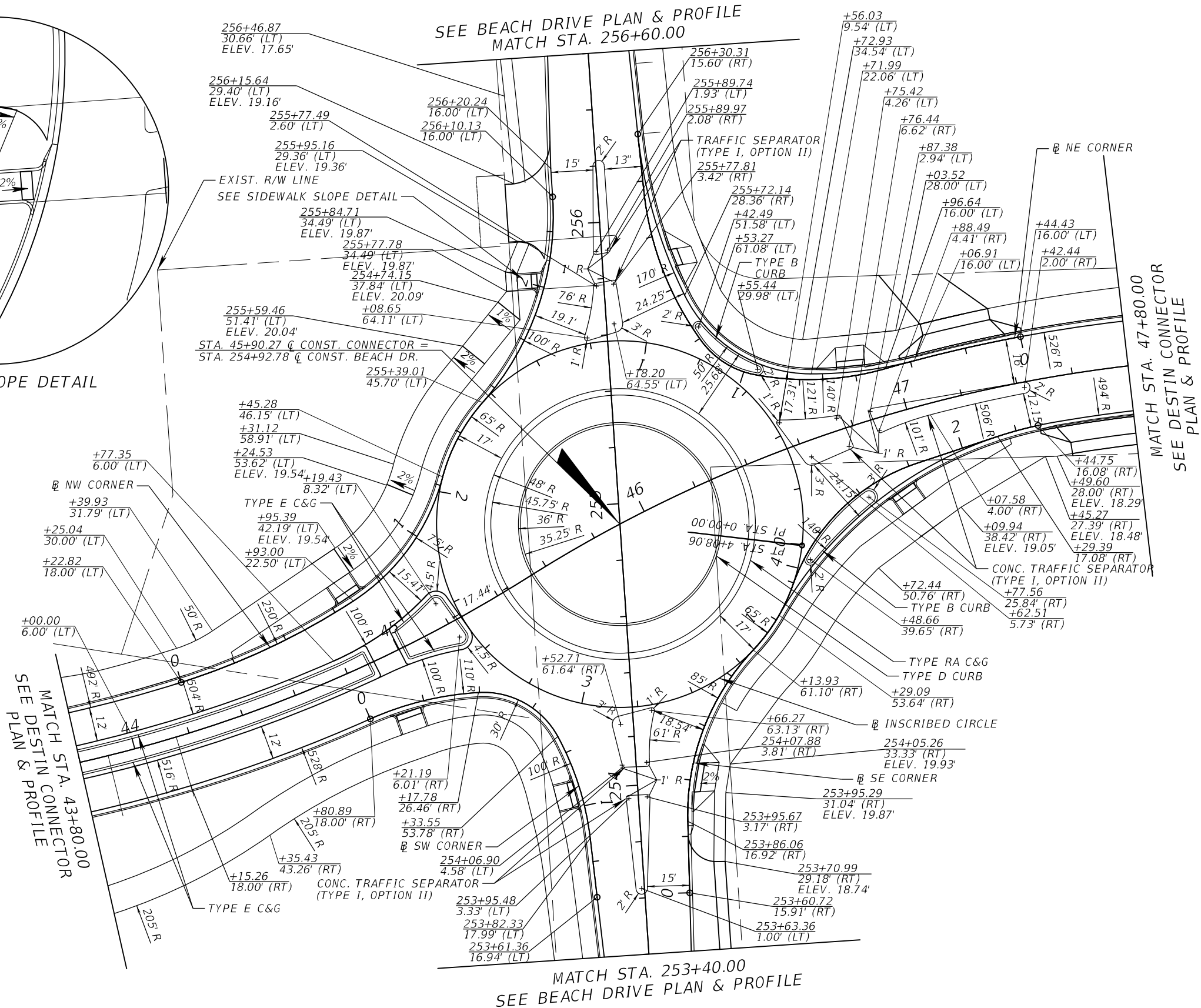
SIDEWALK 2

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		BACK OF SIDEWALK PROFILES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								31

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SIDEWALK SLOPE DETAIL



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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

CURVE DATA

⌘ INSCRIBED CIRCLE

CURVE DATA INSCRIBED_CL
PI STA. = 0+00.00
Δ = 360° 00' 00" (LT)
D = 88° 08' 50"
T = 0.00
L = 408.41
R = 65.00
PC STA. = 0+00.00
PT STA. = 4+08.41

⌘ NE CORNER

CURVE DATA NE_CORNER1_1
PI STA. = 0+24.66
Δ = 5° 22' 08" (LT)
D = 10° 53' 34"
T = 24.66
L = 49.29
R = 526.00
PC STA. = 0+00.00
PT STA. = 0+49.29

CURVE DATA NE_CORNER1_2
PI STA. = 0+73.22
Δ = 26° 55' 04" (RT)
D = 57° 17' 45"
T = 23.93
L = 46.98
R = 100.00
PC STA. = 0+49.29
PT STA. = 0+96.27

CURVE DATA NE_CORNER1_3
PI STA. = 1+01.97
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 0+96.27
PT STA. = 1+07.53

CURVE DATA NE_CORNER1_4
PI STA. = 1+13.22
Δ = 21° 30' 01" (RT)
D = 190° 59' 09"
T = 5.70
L = 11.26
R = 30.00
PC STA. = 1+07.53
PT STA. = 1+18.79

CURVE DATA NE_CORNER1_5
PI STA. = 1+48.19
Δ = 29° 56' 04" (RT)
D = 52° 05' 13"
T = 29.41
L = 57.47
R = 110.00
PC STA. = 1+18.79
PT STA. = 1+76.26

⌘ NW CORNER

CURVE DATA NW_CORNER_1
PI STA. = 0+34.06
Δ = 15° 30' 59" (LT)
D = 22° 55' 06"
T = 34.06
L = 67.70
R = 250.00
PC STA. = 0+00.00
PT STA. = 0+67.70

CURVE DATA NW_CORNER_2
PI STA. = 0+96.74
Δ = 42° 19' 32" (LT)
D = 76° 23' 27"
T = 29.04
L = 55.41
R = 75.00
PC STA. = 0+67.70
PT STA. = 1+23.11

CURVE DATA NW_CORNER_3
PI STA. = 1+38.46
Δ = 26° 34' 44" (RT)
D = 88° 08' 50"
T = 15.35
L = 30.15
R = 65.00
PC STA. = 1+23.11
PT STA. = 1+53.26

CURVE DATA NW_CORNER_4
PI STA. = 1+95.02
Δ = 45° 19' 46" (LT)
D = 57° 17' 45"
T = 41.76
L = 79.11
R = 100.00
PC STA. = 1+53.26
PT STA. = 2+32.38

⌘ SE CORNER

CURVE DATA SE_CORNER_1
PI STA. = 0+60.52
Δ = 44° 56' 30" (RT)
D = 67° 24' 24"
T = 35.16
L = 66.67
R = 85.00
PC STA. = 0+25.36
PT STA. = 0+92.04

CURVE DATA SE_CORNER_2
PI STA. = 1+05.83
Δ = 23° 58' 05" (LT)
D = 88° 08' 50"
T = 13.80
L = 27.19
R = 65.00
PC STA. = 0+92.04
PT STA. = 1+19.23

CURVE DATA SE_CORNER_3
PI STA. = 1+53.55
Δ = 52° 14' 40" (RT)
D = 81° 51' 04"
T = 34.33
L = 63.83
R = 70.00
PC STA. = 1+19.23
PT STA. = 1+83.05

CURVE DATA SE_CORNER_4
PI STA. = 2+20.60
Δ = 6° 05' 59" (RT)
D = 40° 55' 32"
T = 7.46
L = 14.90
R = 140.00
PC STA. = 2+13.14
PT STA. = 2+28.05

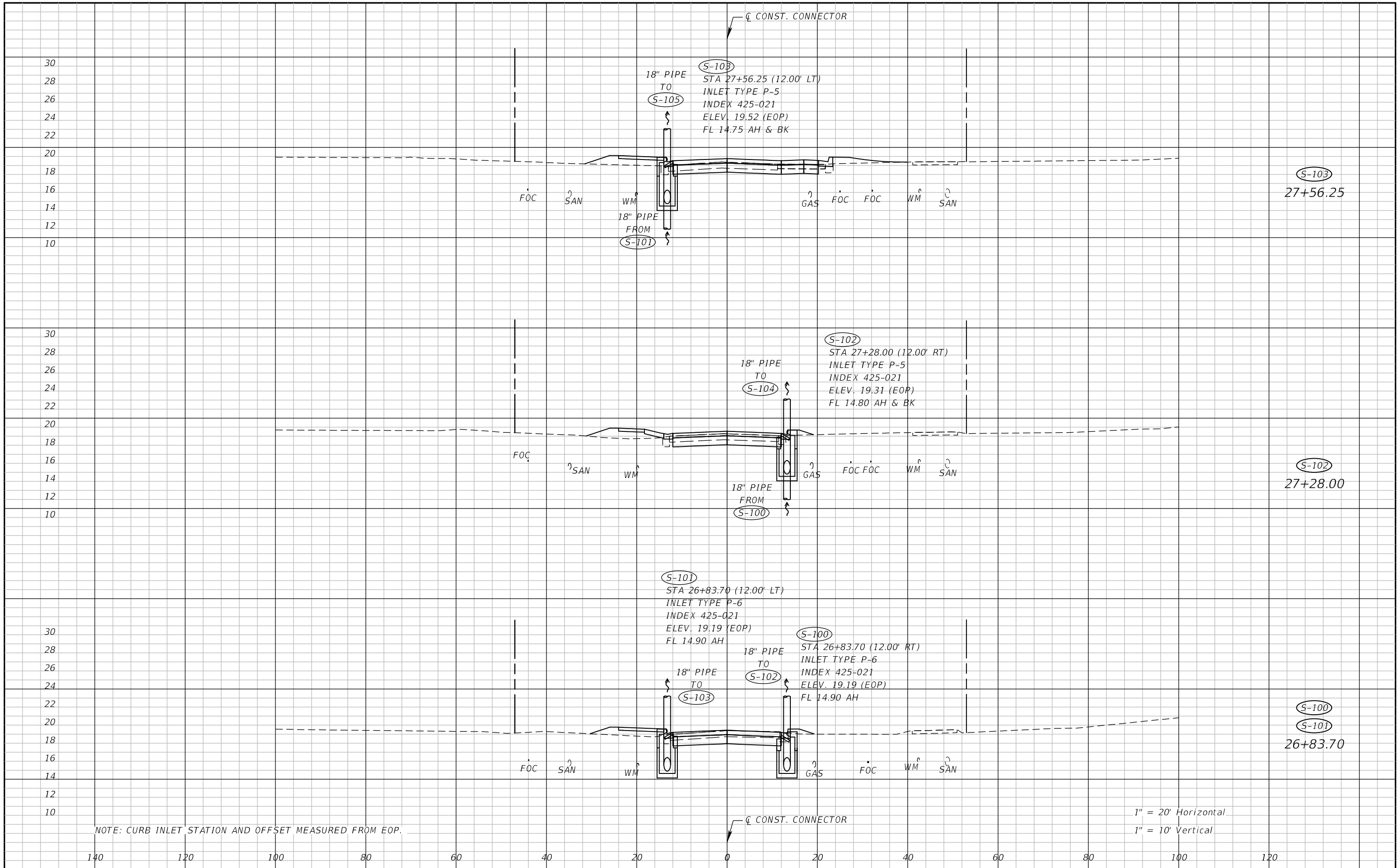
⌘ SW CORNER

CURVE DATA SW_CORNER_1
PI STA. = 0+20.03
Δ = 20° 38' 30" (RT)
D = 52° 05' 13"
T = 20.03
L = 39.63
R = 110.00
PC STA. = 0+00.00
PT STA. = 0+39.63

CURVE DATA SW_CORNER_2
PI STA. = 0+58.69
Δ = 64° 51' 09" (RT)
D = 190° 59' 09"
T = 19.06
L = 33.96
R = 30.00
PC STA. = 0+39.63
PT STA. = 0+73.59

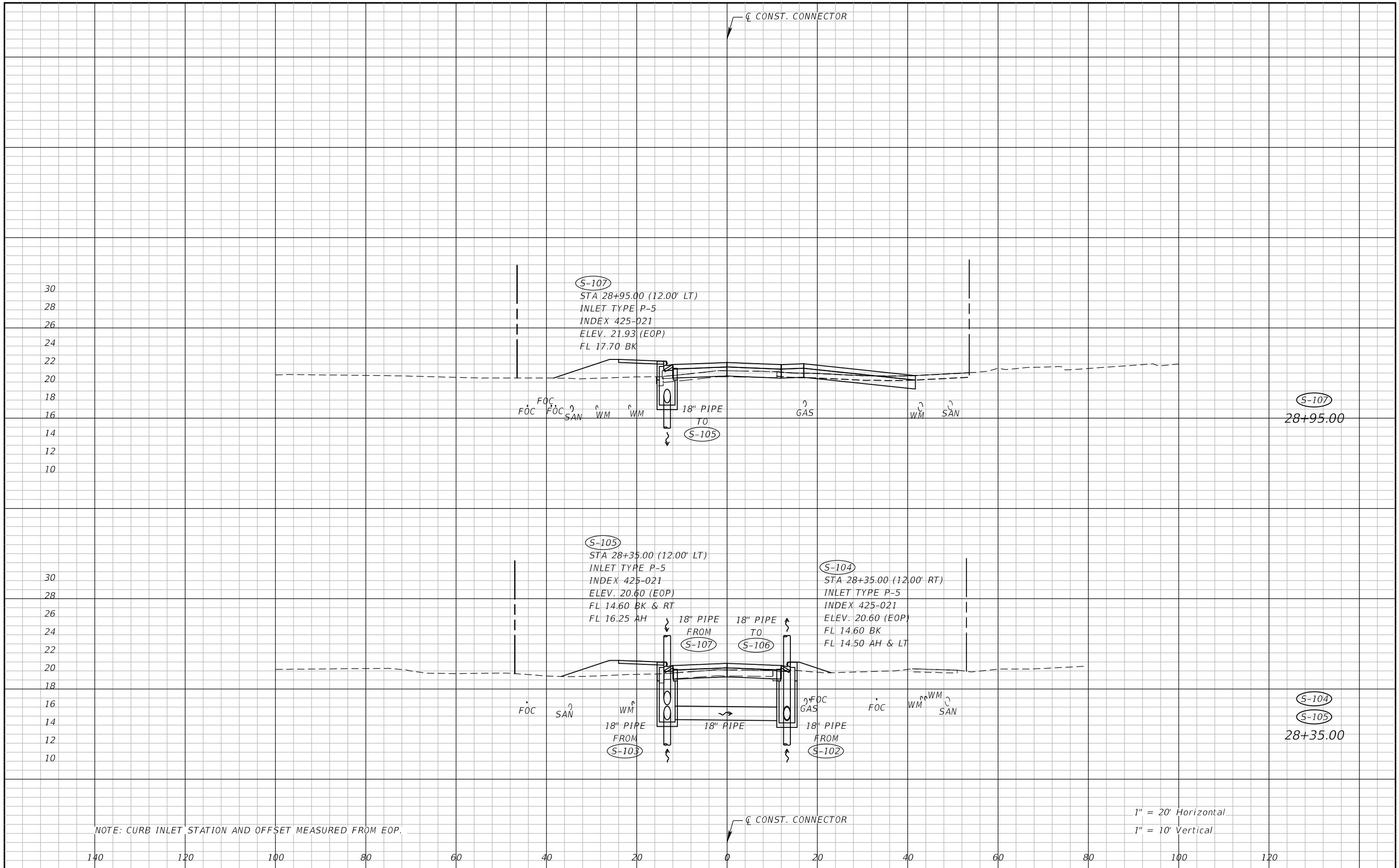
CURVE DATA SW_CORNER_3
PI STA. = 0+92.90
Δ = 21° 51' 39" (RT)
D = 57° 17' 45"
T = 19.31
L = 38.15
R = 100.00
PC STA. = 0+73.59
PT STA. = 1+11.74

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		33
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 34
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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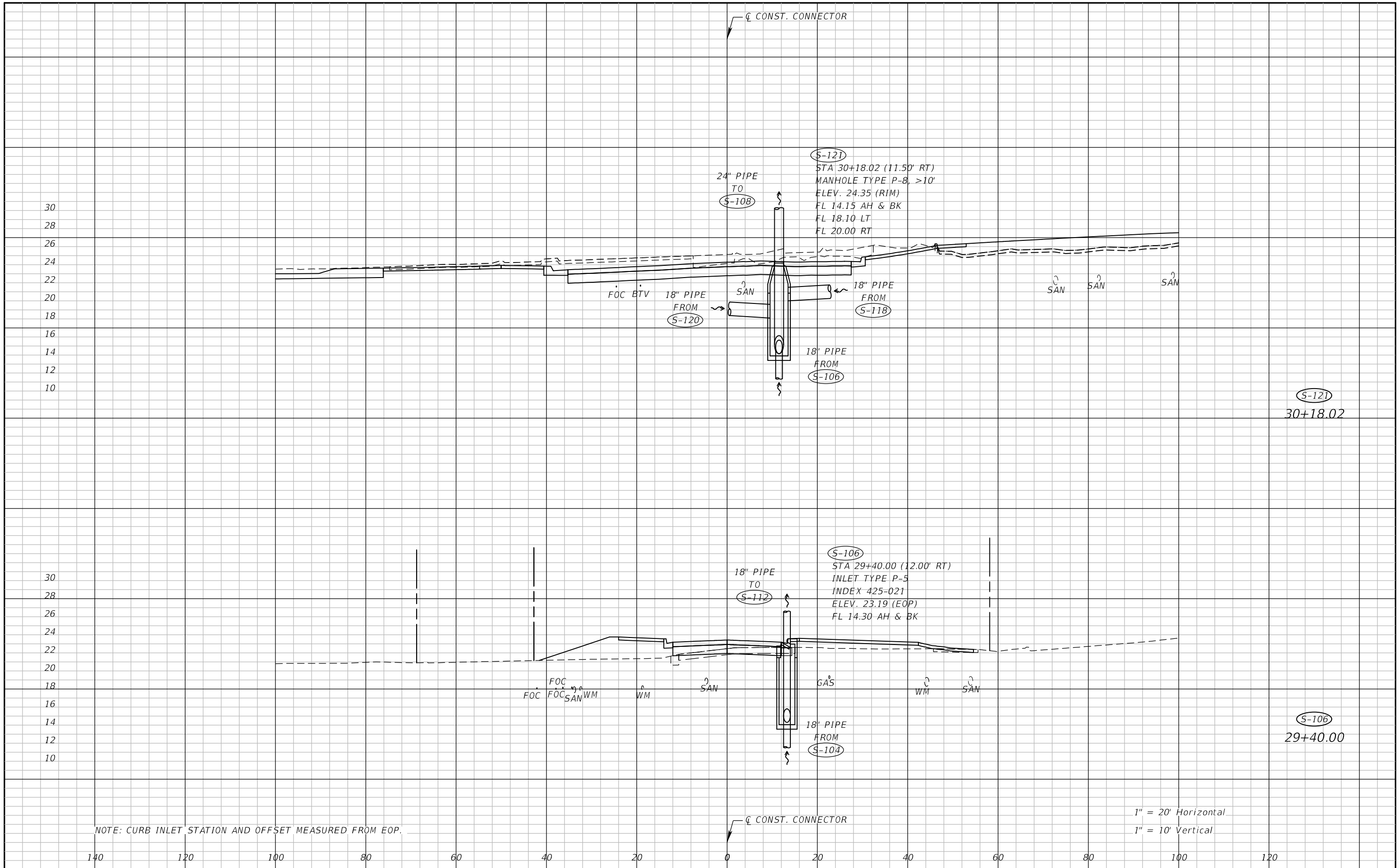


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

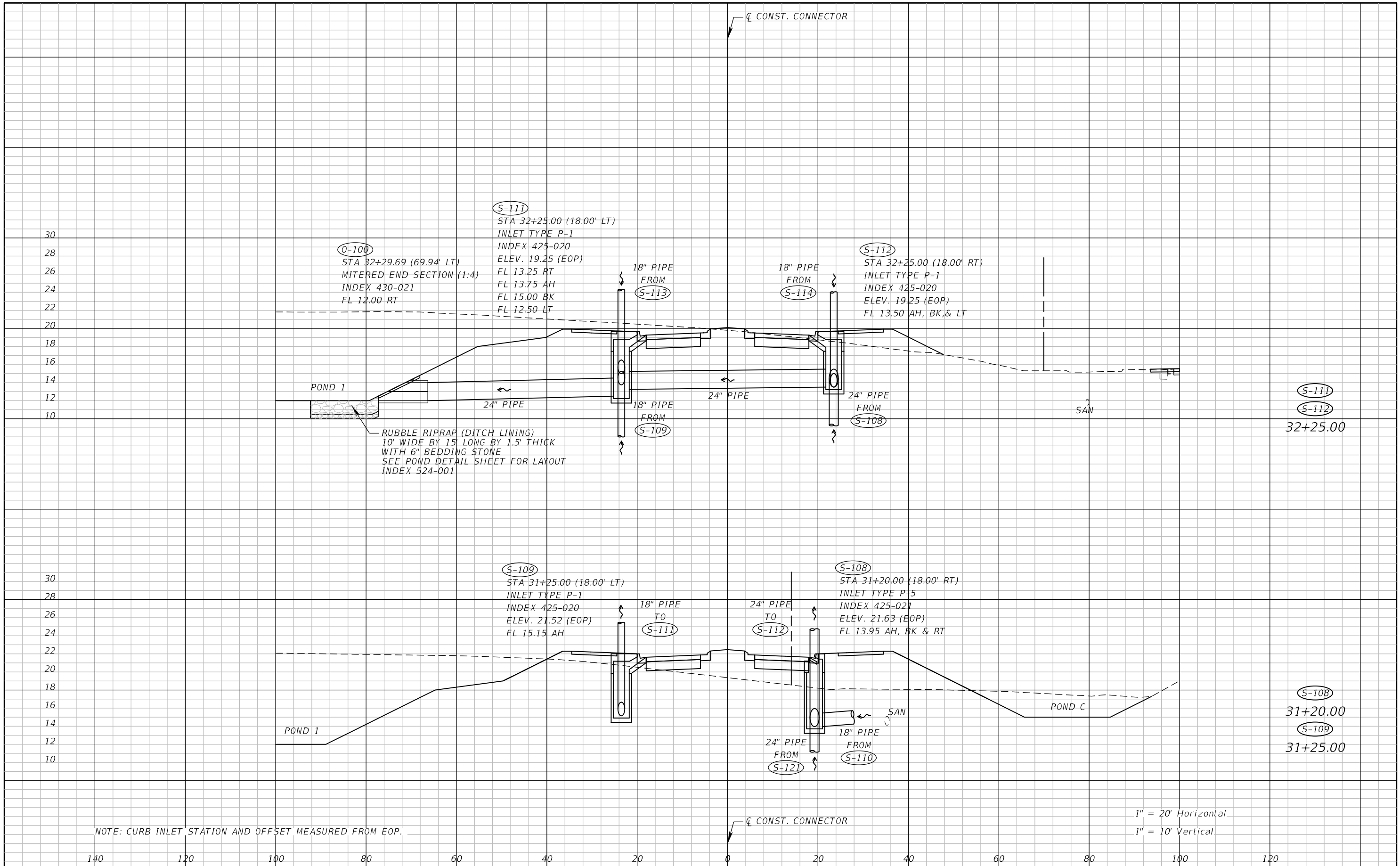
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 35
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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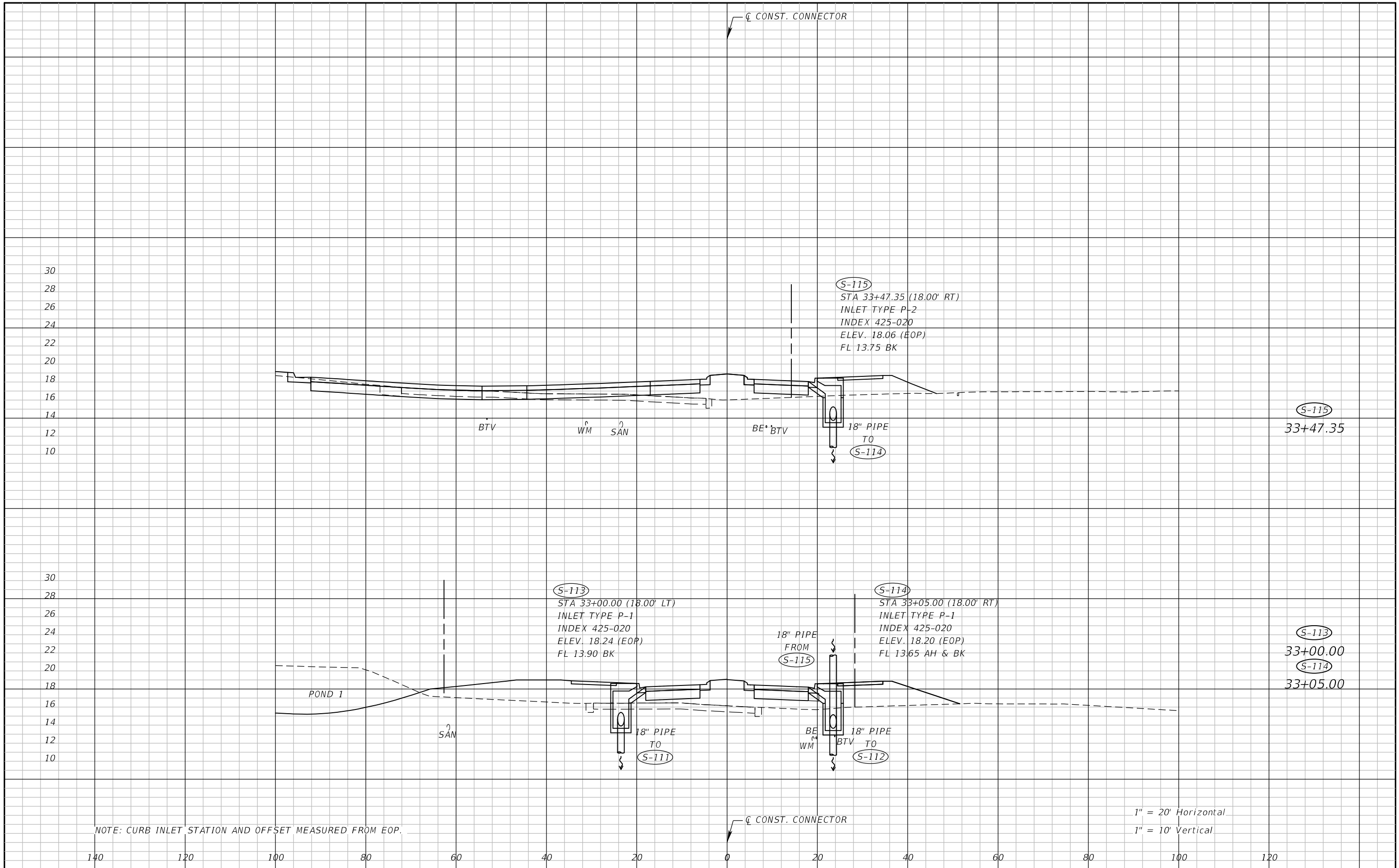
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 36
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



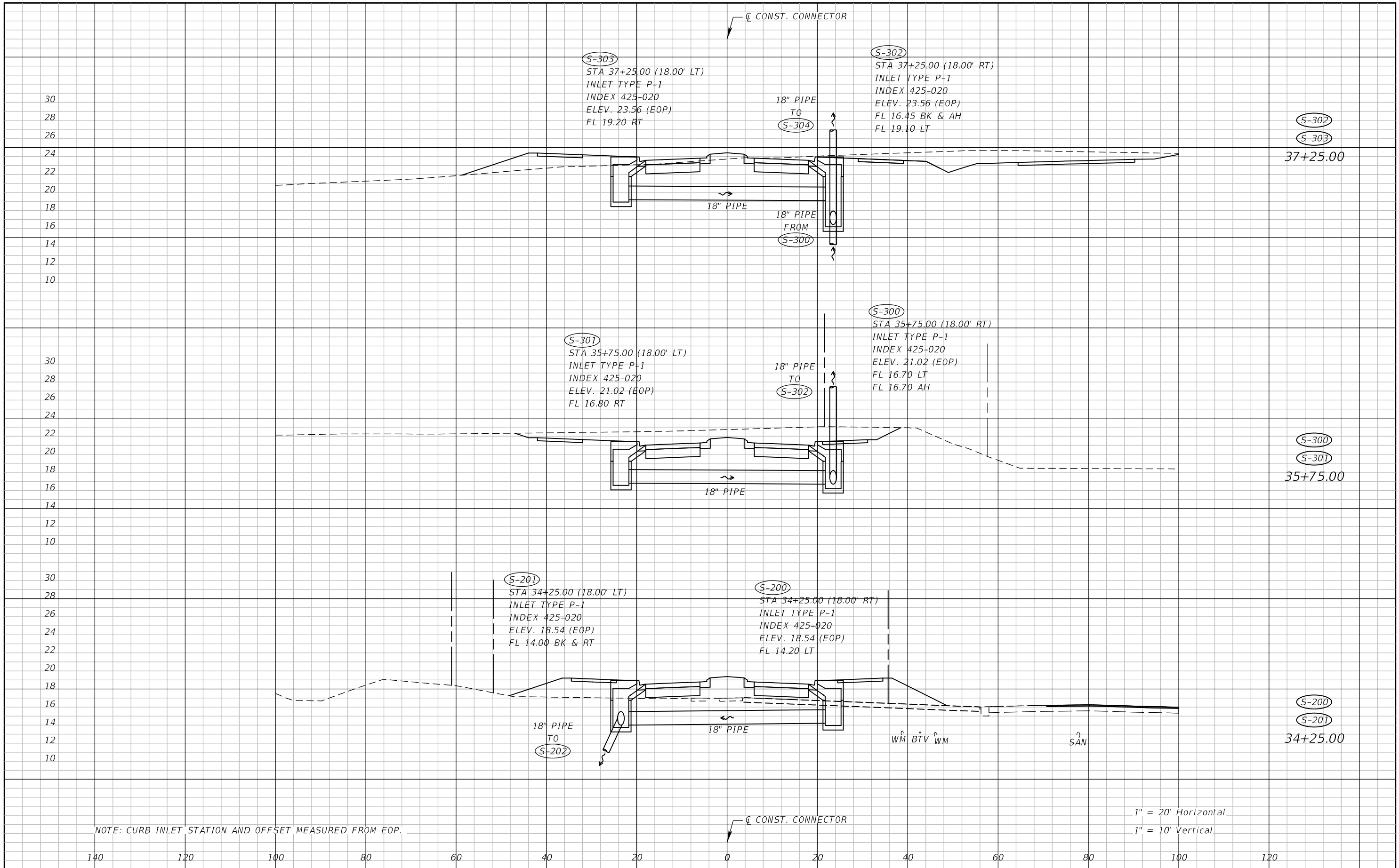
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 37
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



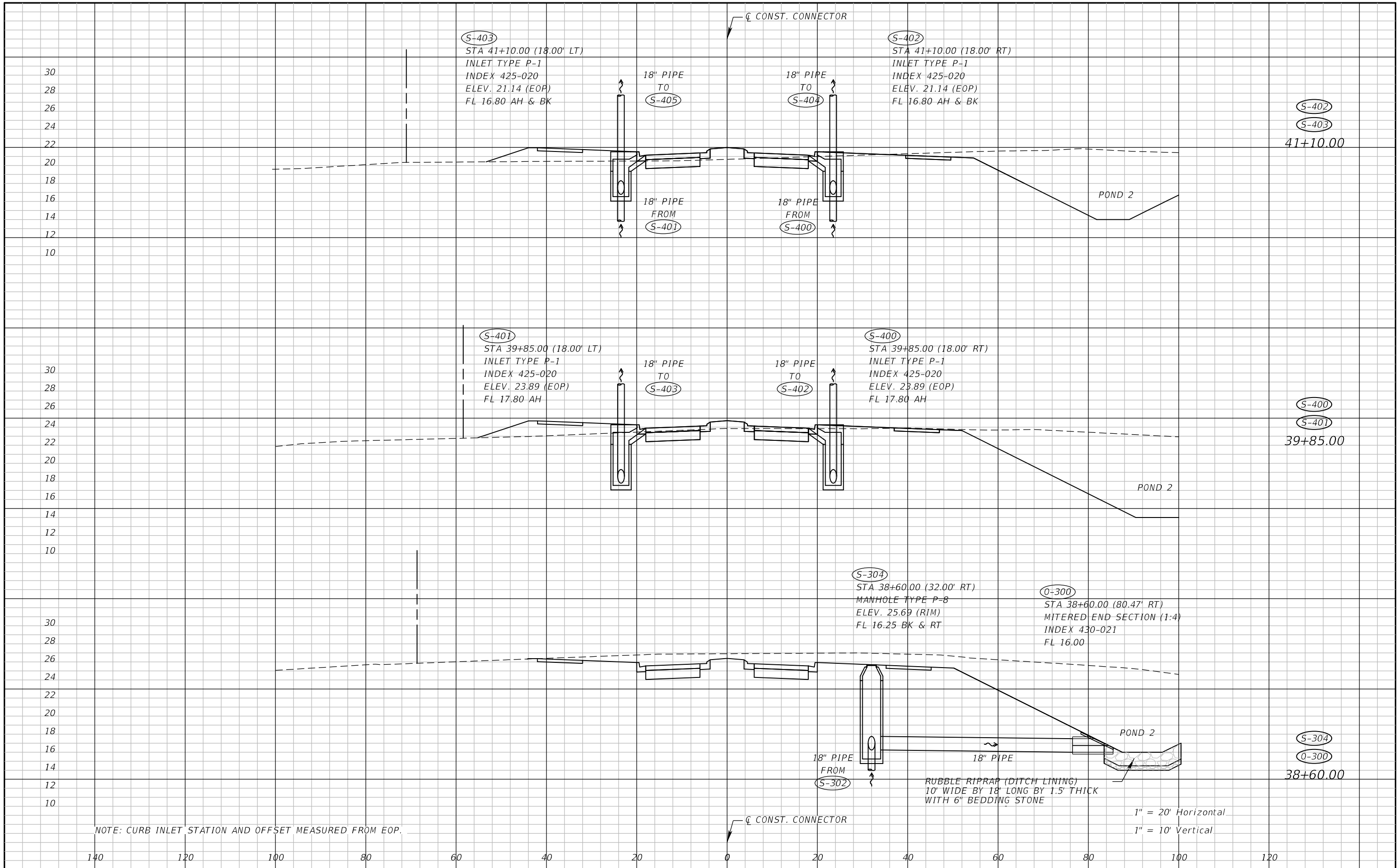
REVISIONS		REVISIONS		NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 38
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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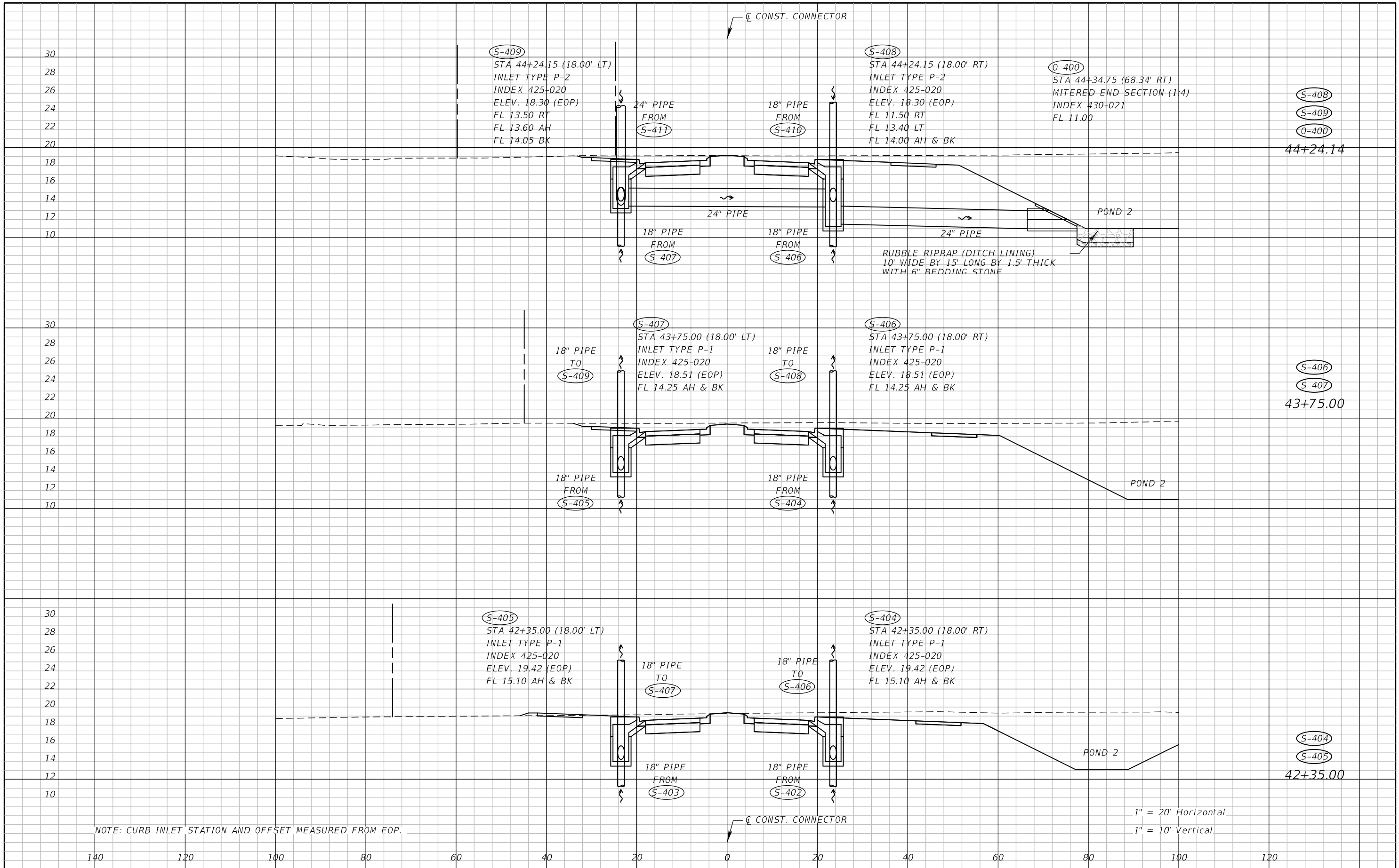
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 39
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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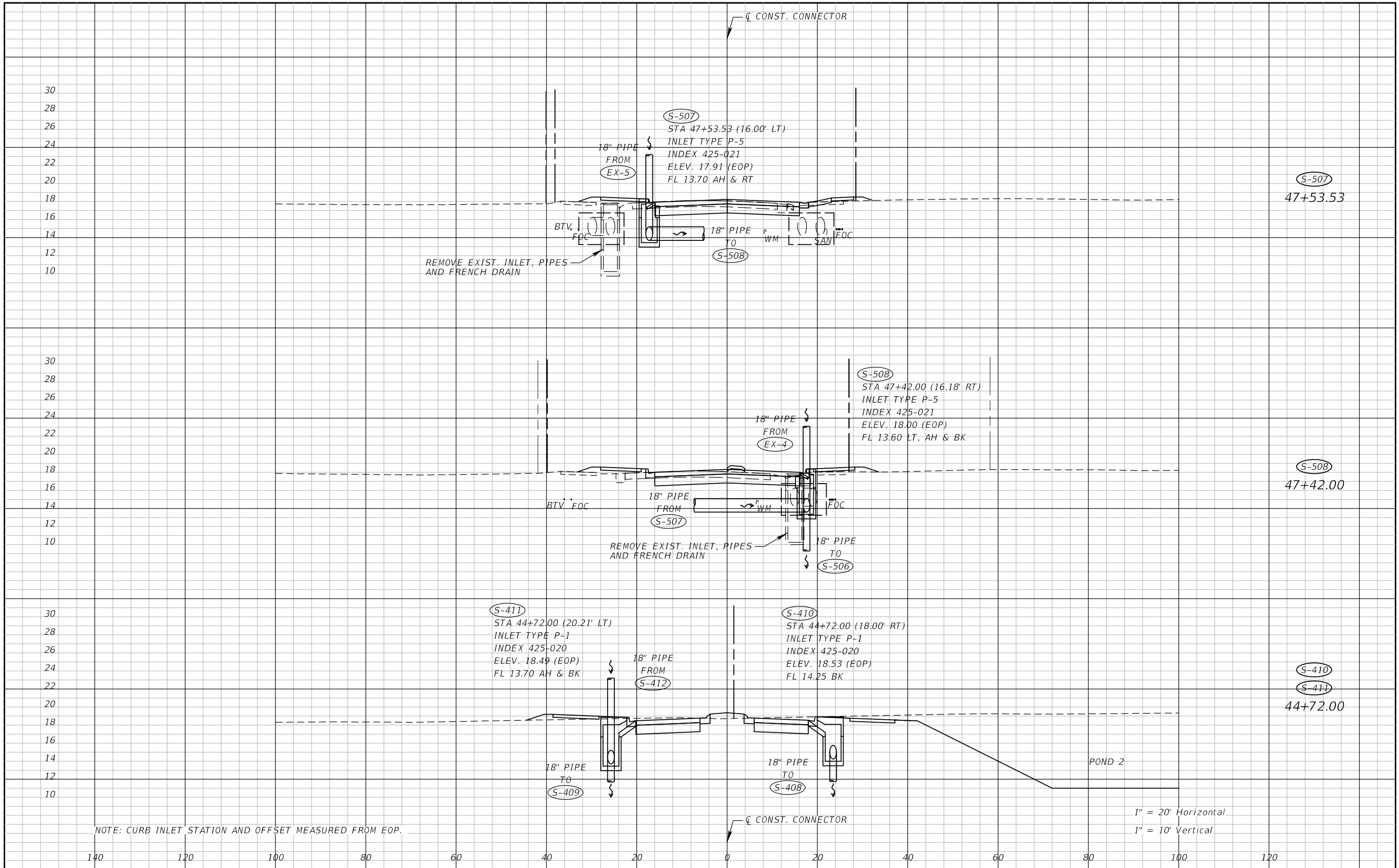
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 40
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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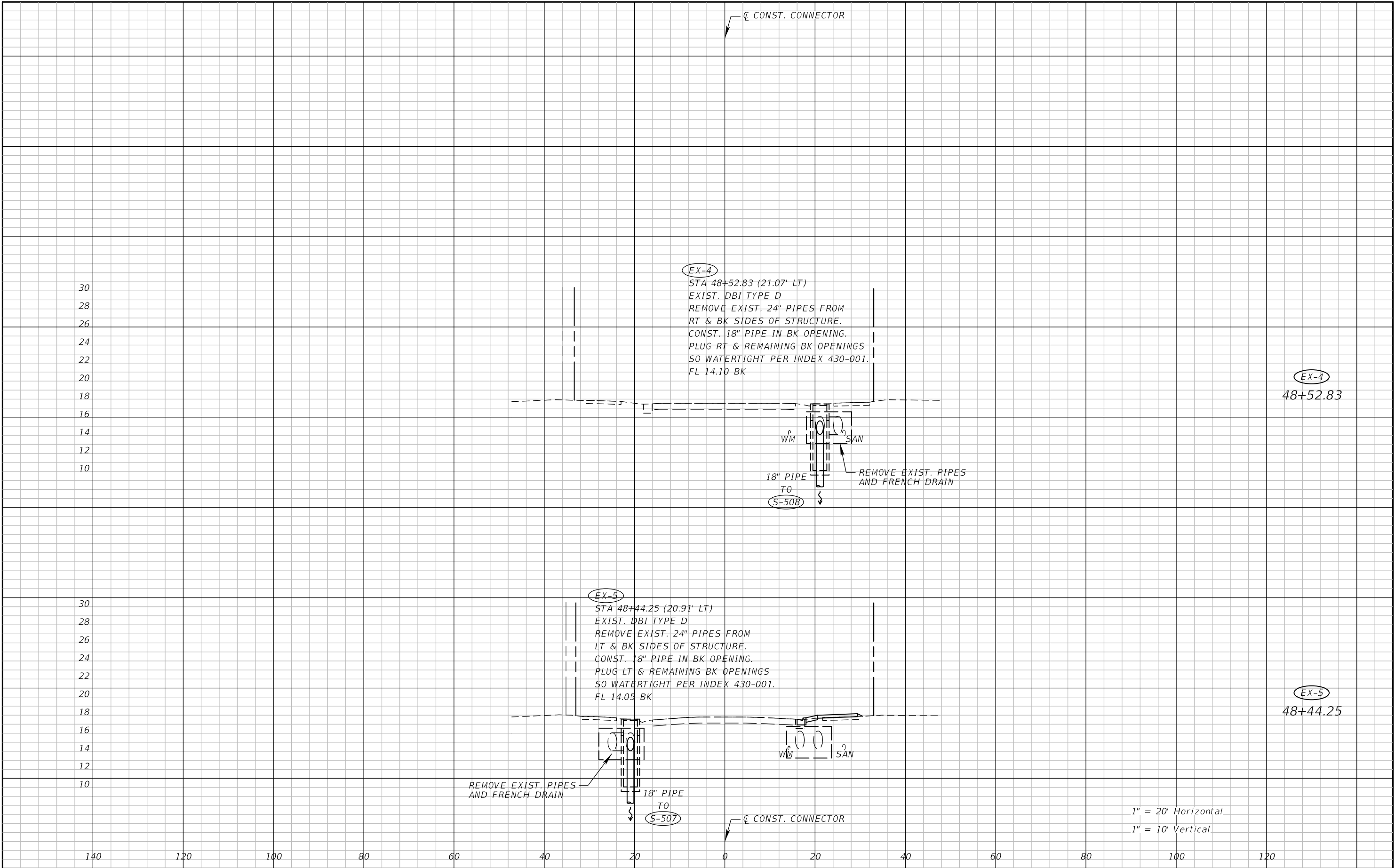


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

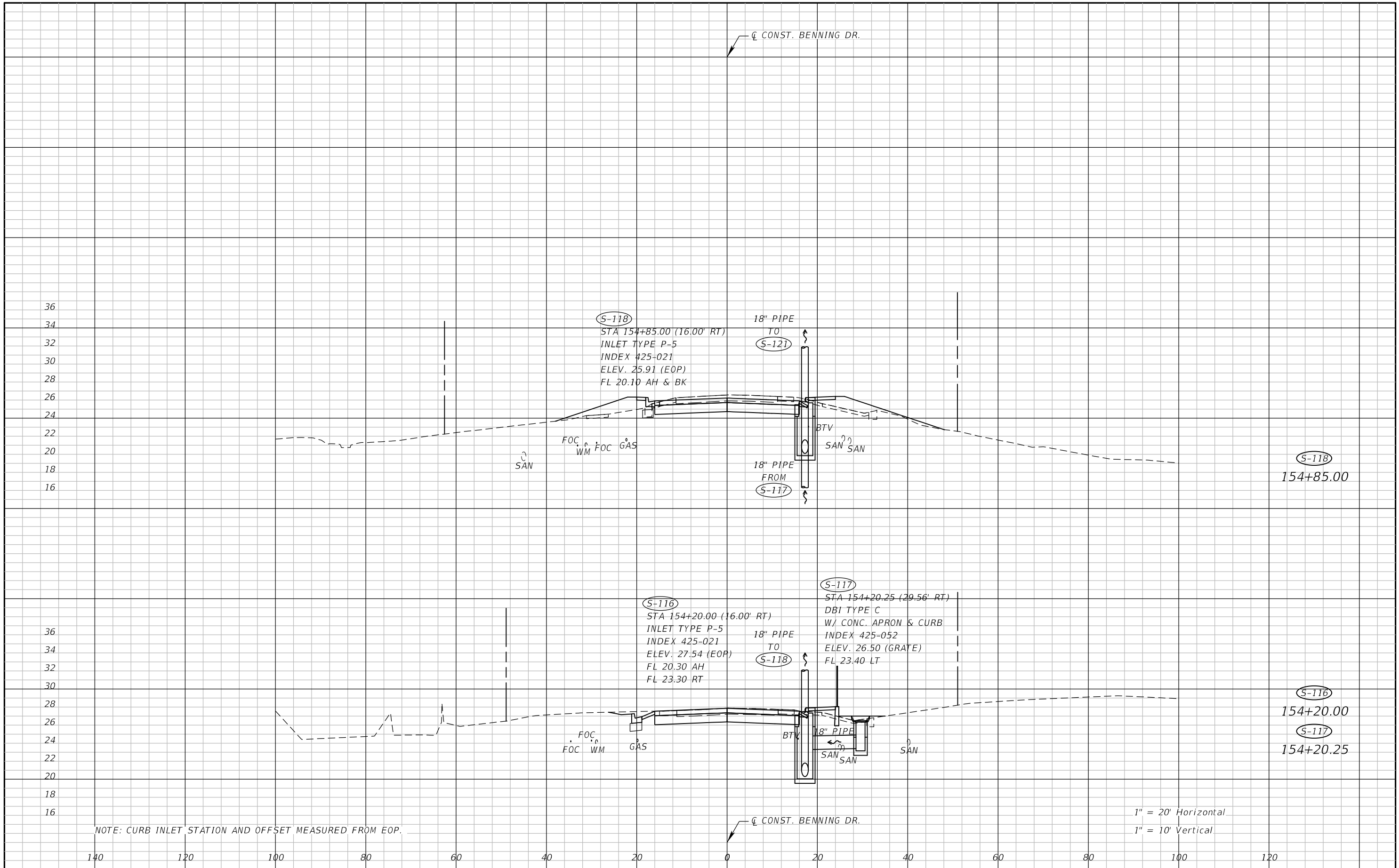
REVISIONS				CITY OF DESTIN	CONSTRUCTION PLANS FOR:		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
				OKALOOSA		DESTIN CROSS TOWN CONNECTOR	42
						DRAINAGE STRUCTURES	

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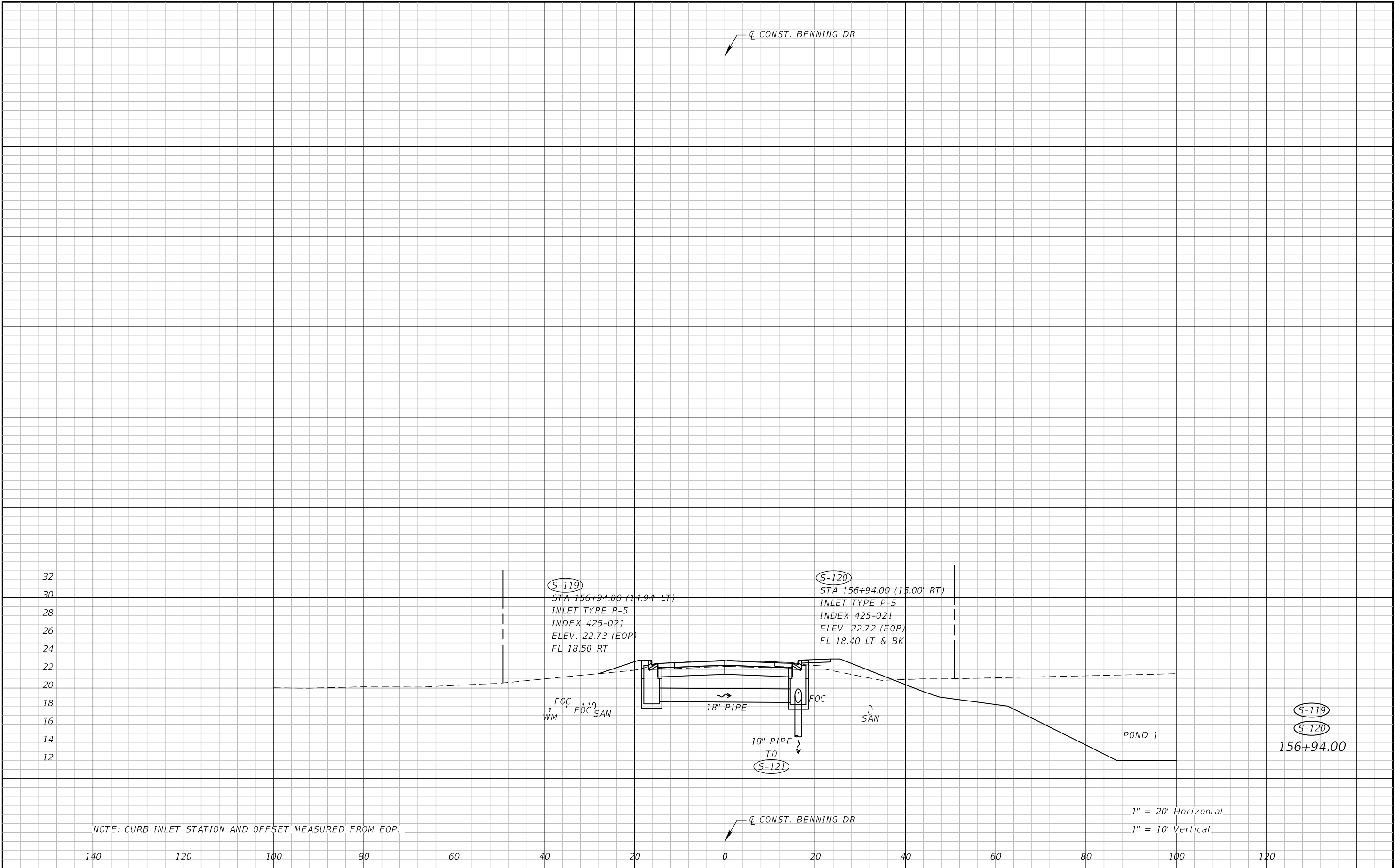
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES	SHEET NO. 43
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

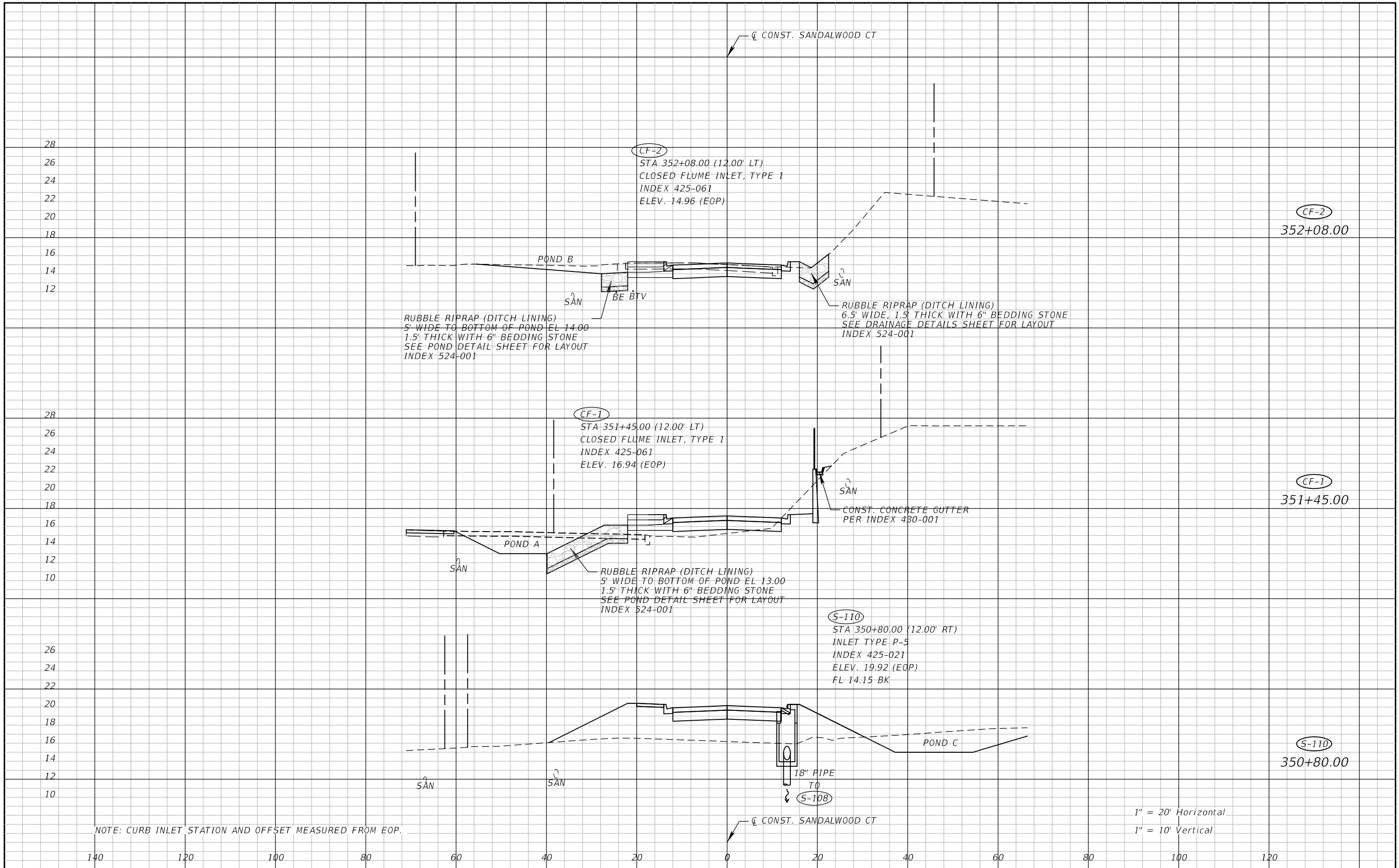


REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BENNING DR	SHEET NO. 44
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

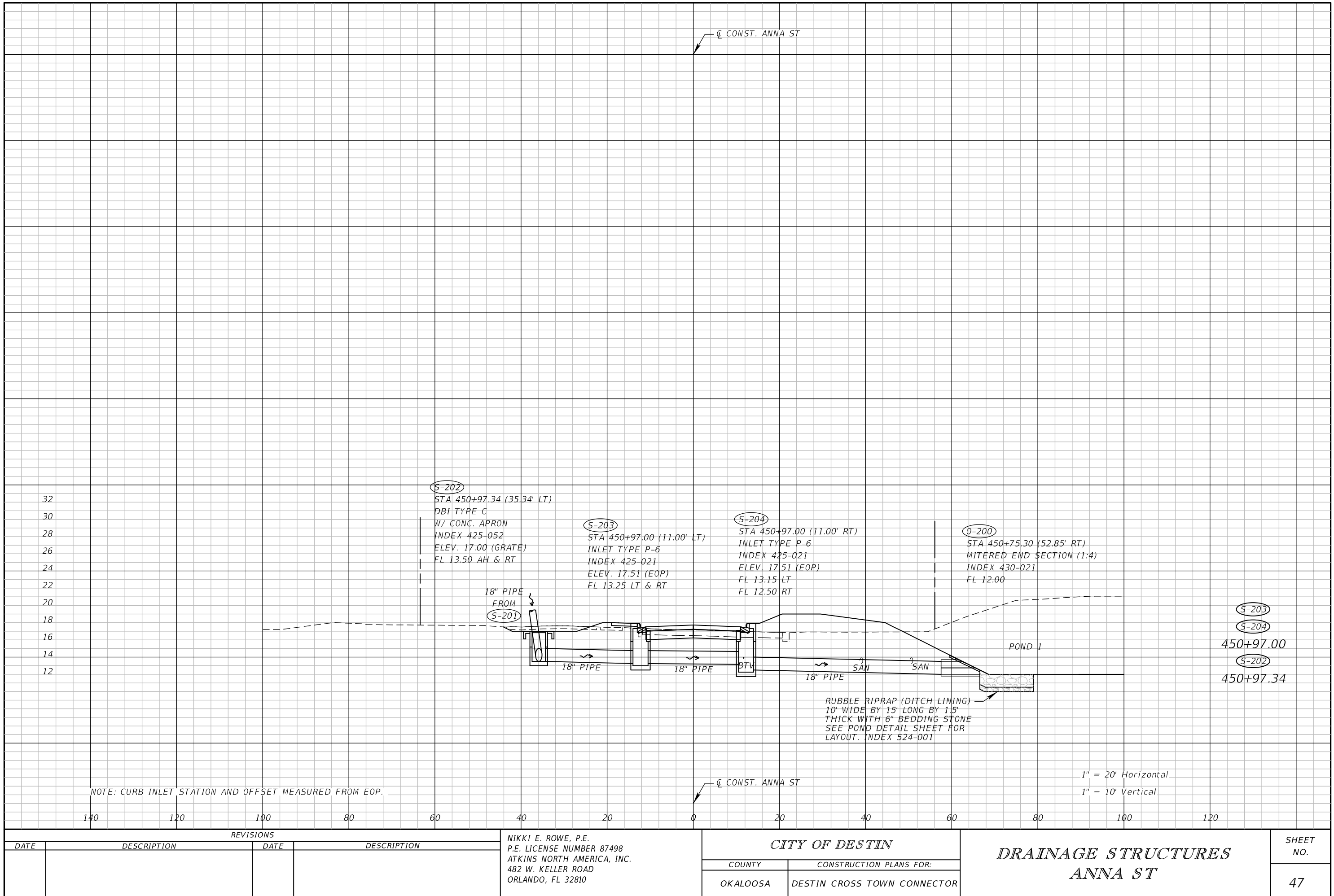


REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BENNING DR	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		45

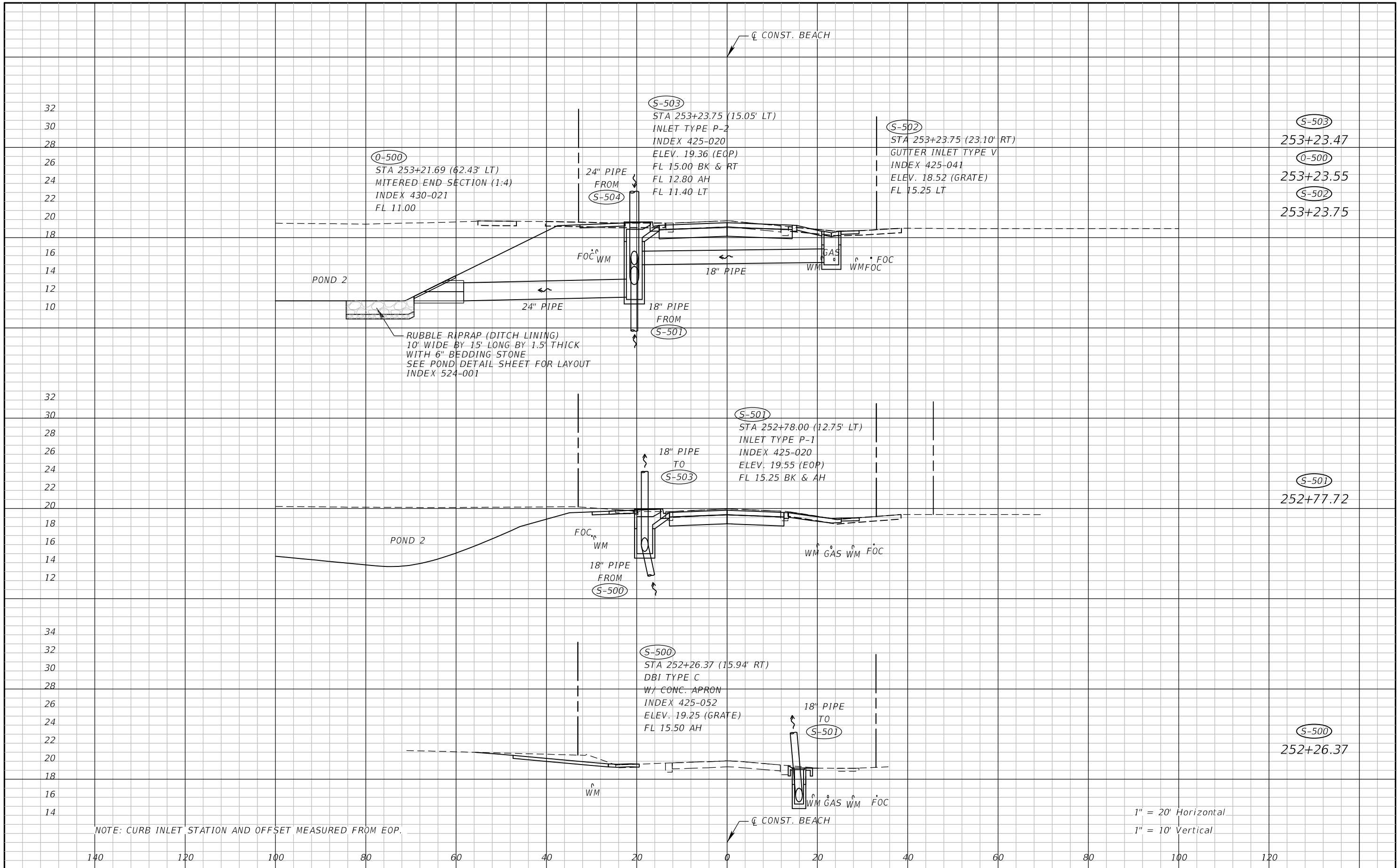


REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES SANDALWOOD CT	SHEET NO. 46
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

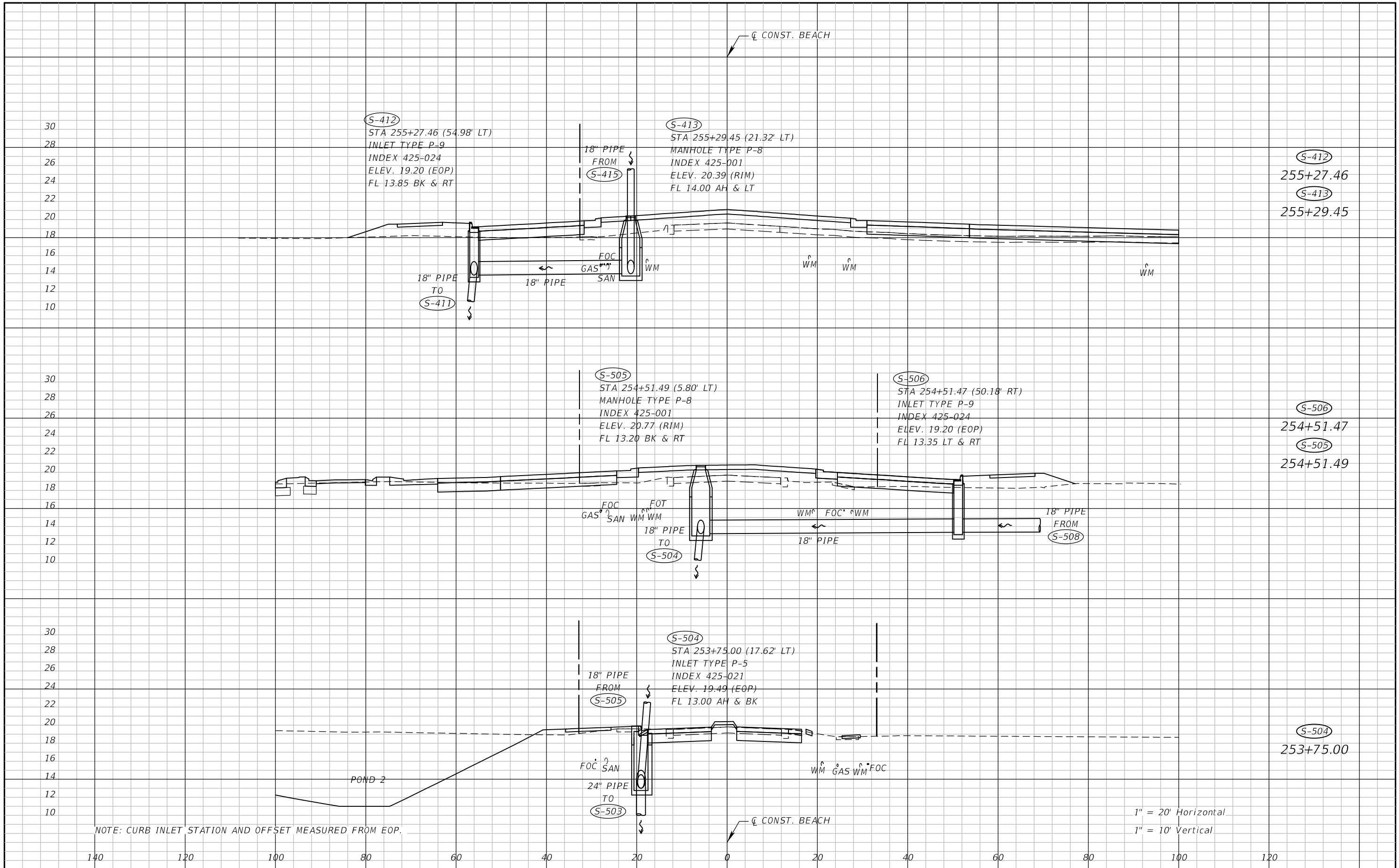


NOTE: CURB INLET STATION AND OFFSET MEASURED FROM EOP.

1" = 20' Horizontal
1" = 10' Vertical

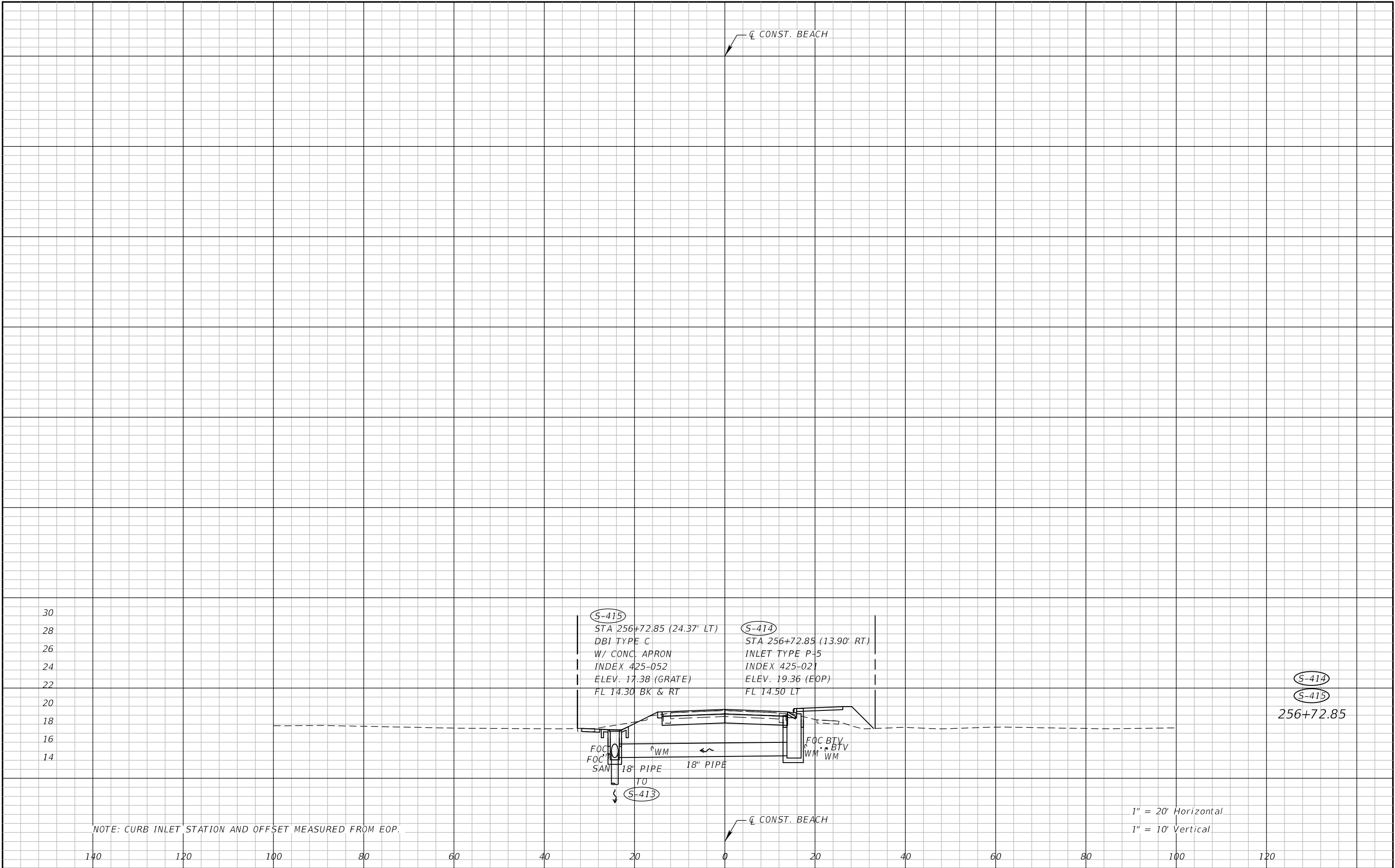
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BEACH	SHEET NO. 48
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



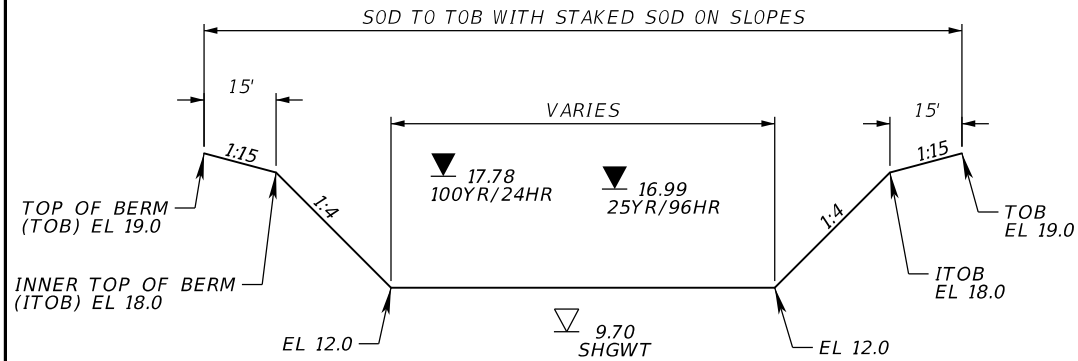
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BEACH	SHEET NO. 49
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE STRUCTURES BEACH	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		50

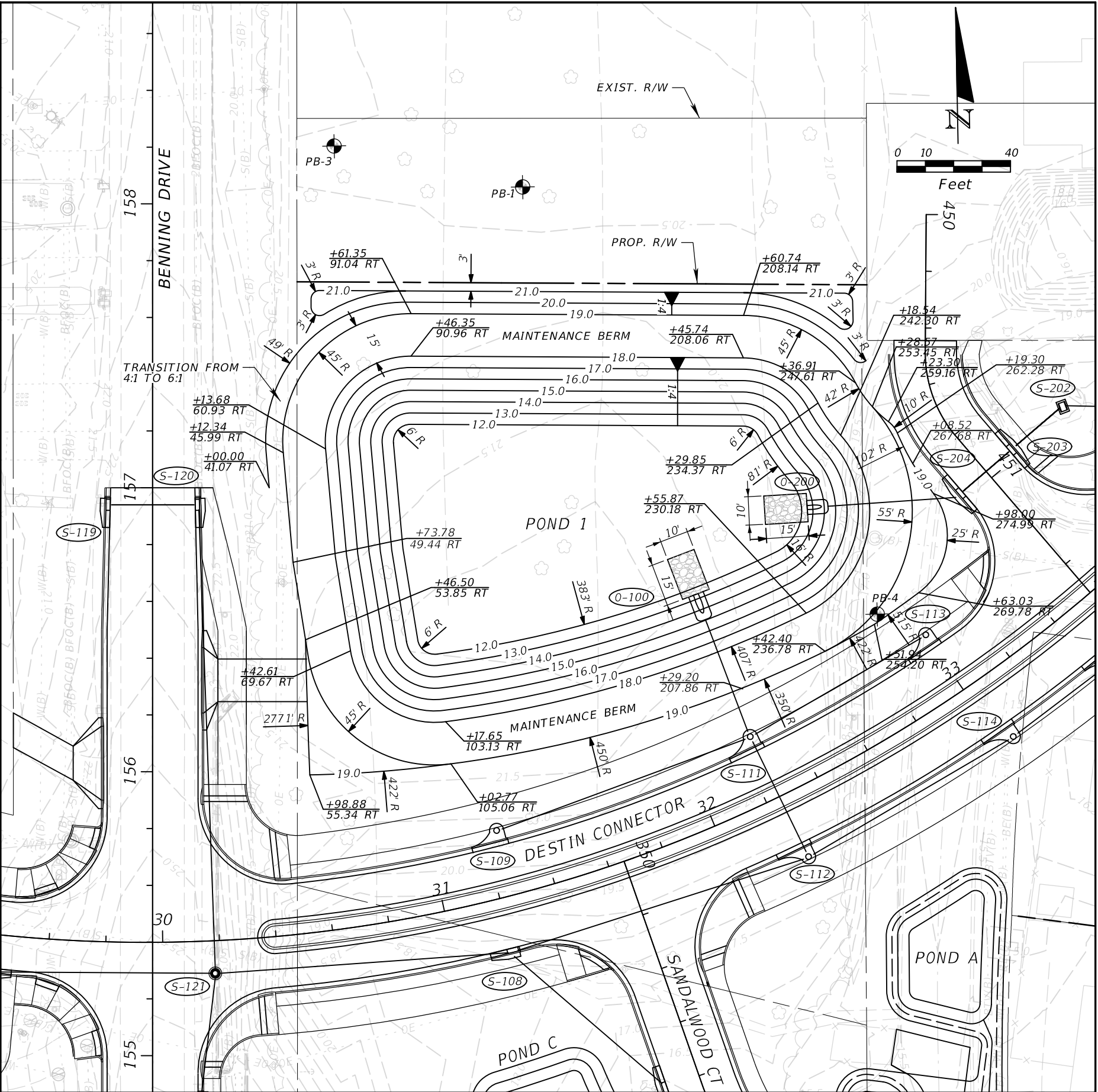
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TYPICAL SECTION
NTS

NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM $\bar{C}$ BENNING DRIVE.



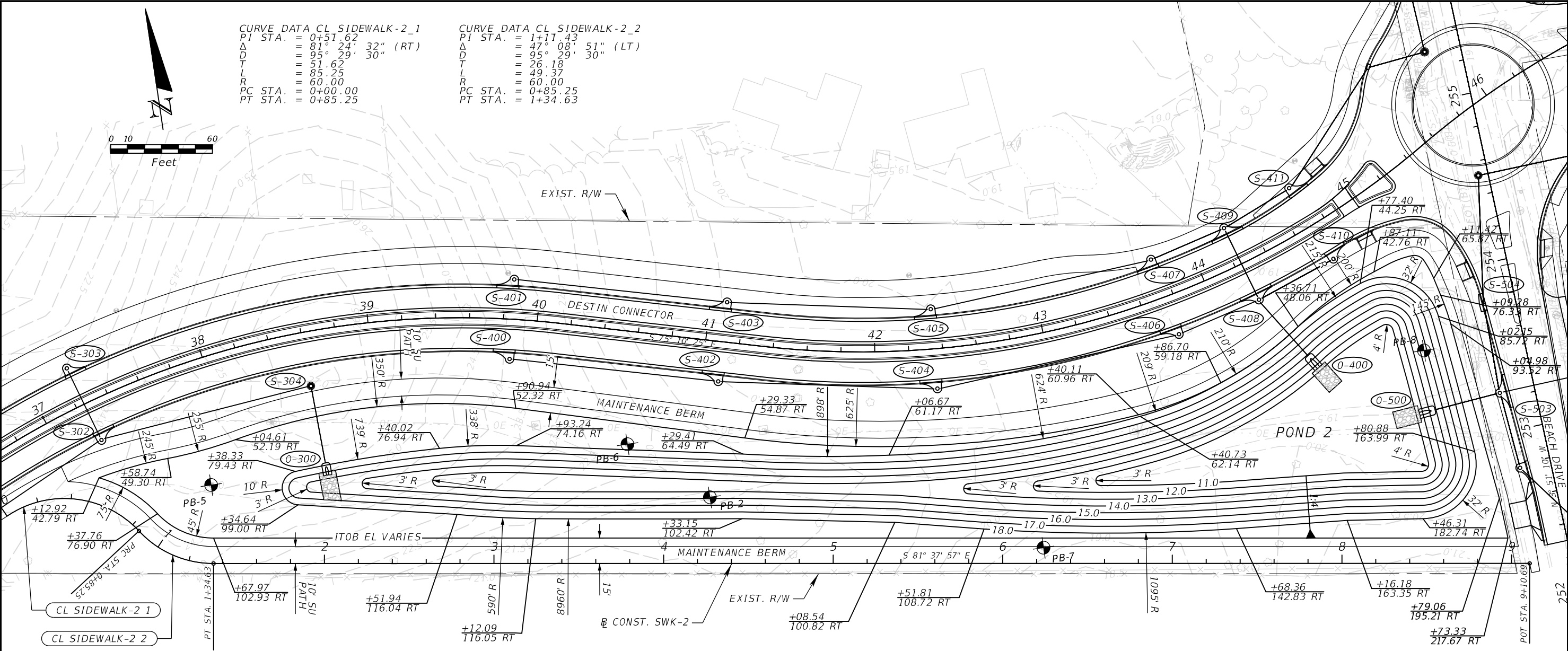
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810

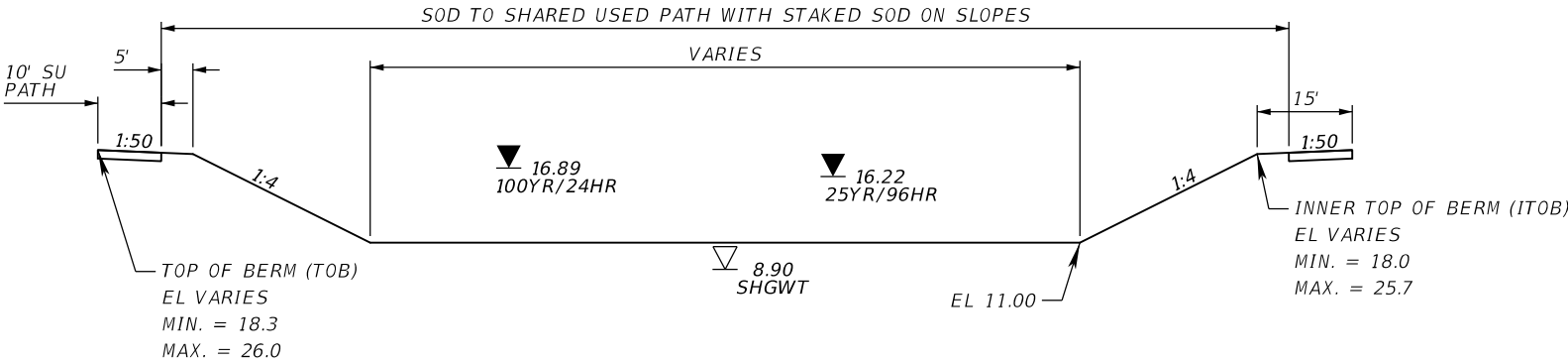
CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 1 DETAIL	

SHEET NO.
51

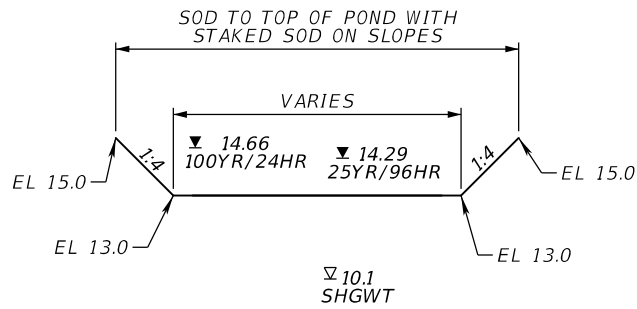


NOTES:
1. STATION AND OFFSET CALLOUTS MEASURED FROM ϕ CONST. CONNECTOR.

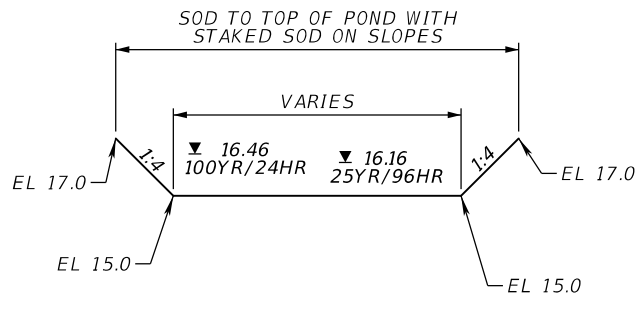


TYPICAL SECTION
NTS

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		POND 2 DETAIL	SHEET NO. 52
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



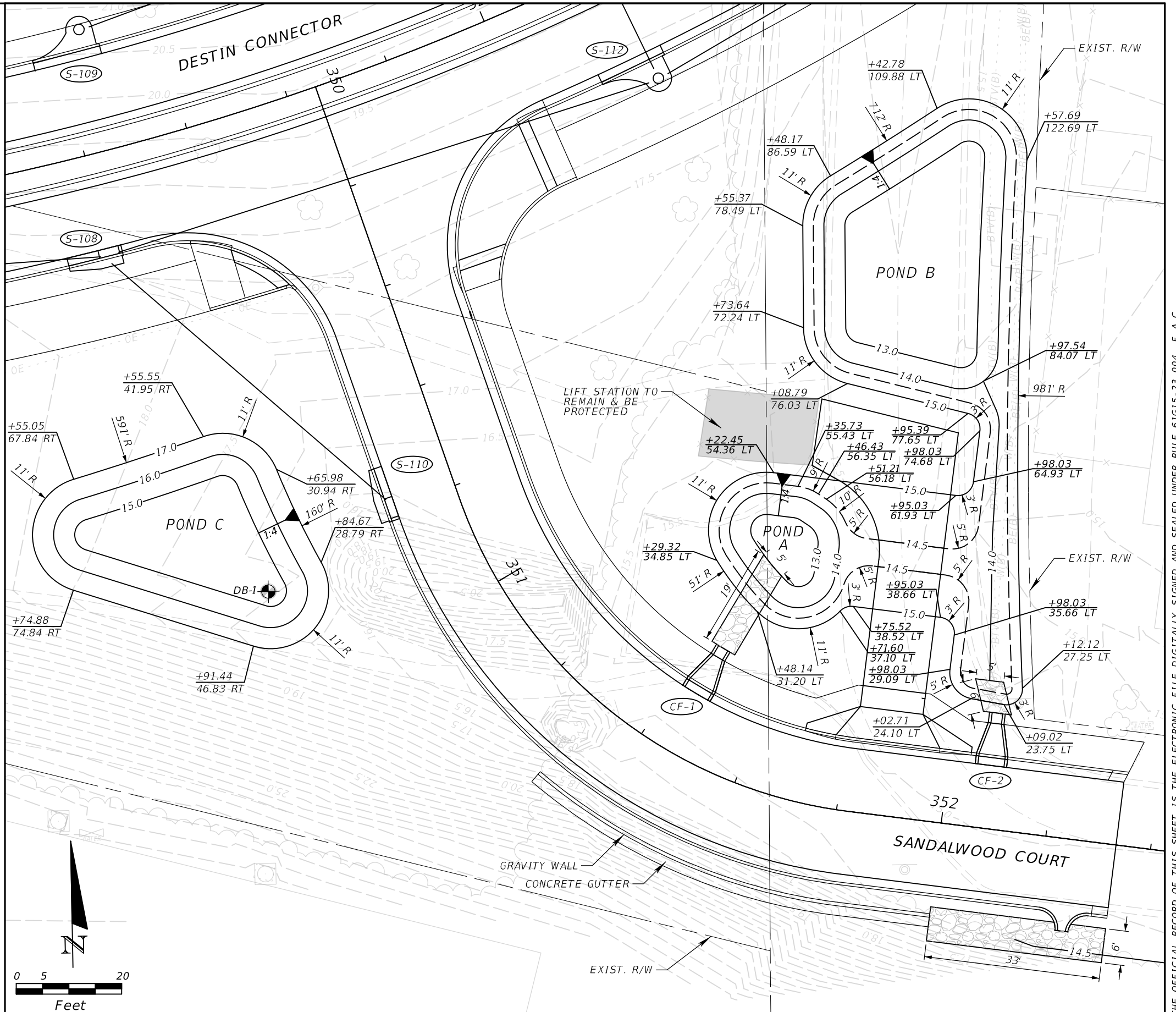
TYPICAL SECTION - PONDS A & B
NTS



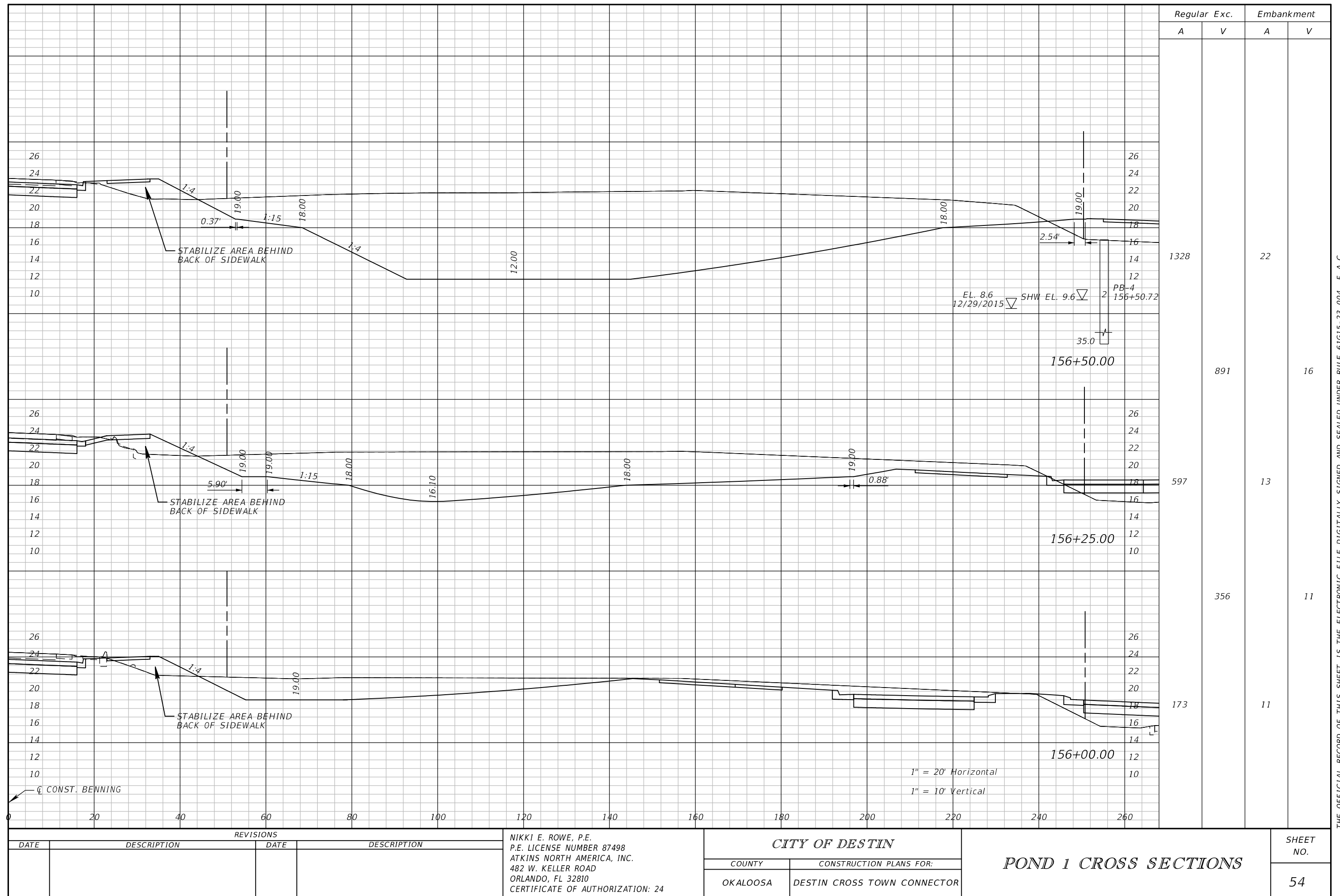
TYPICAL SECTION - POND C
NTS

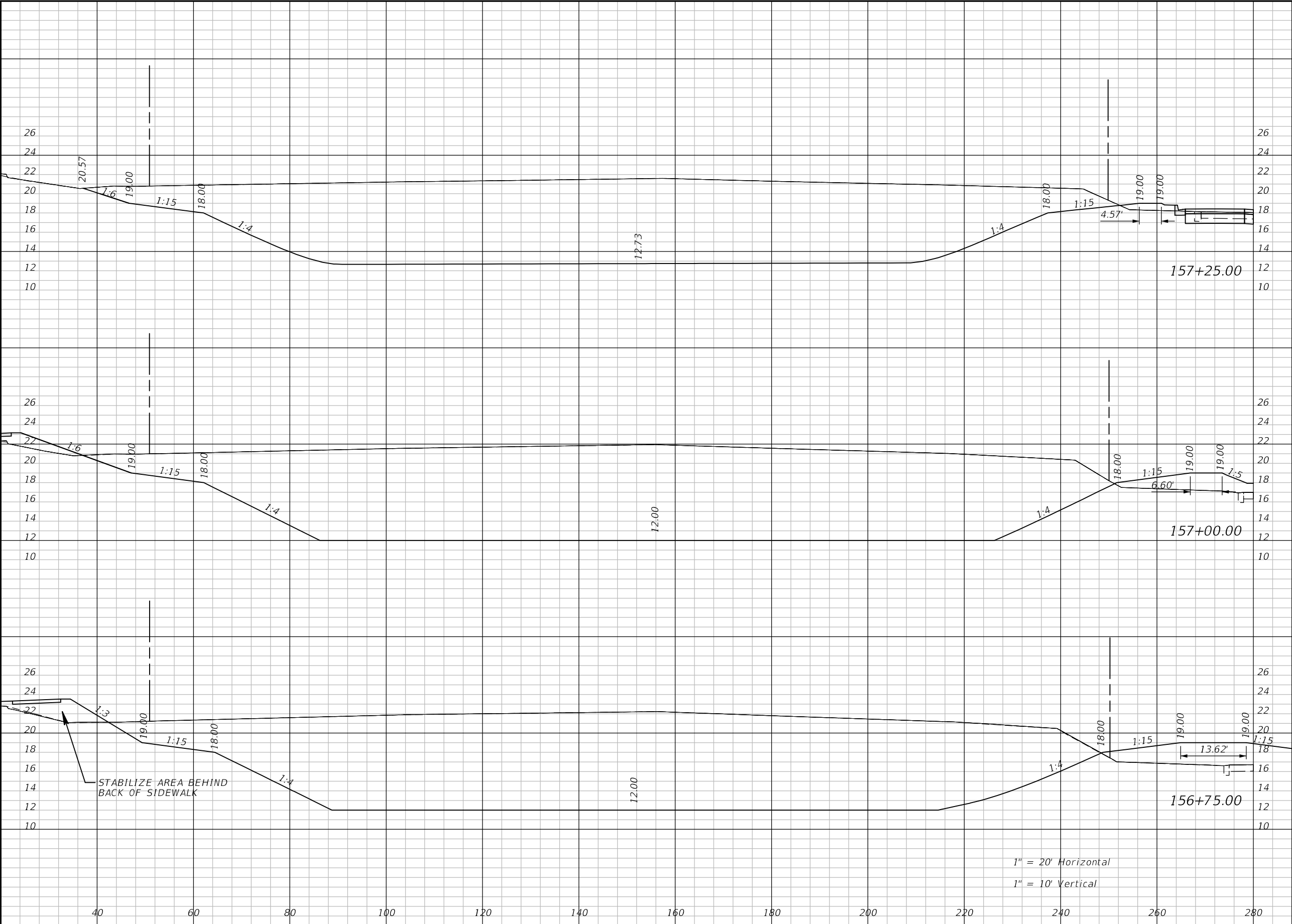
NOTES:

1. STATION AND OFFSET CALLOUTS MEASURED FROM C SANDALWOOD COURT.



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		PONDS A, B & C DETAIL	SHEET NO. 53
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

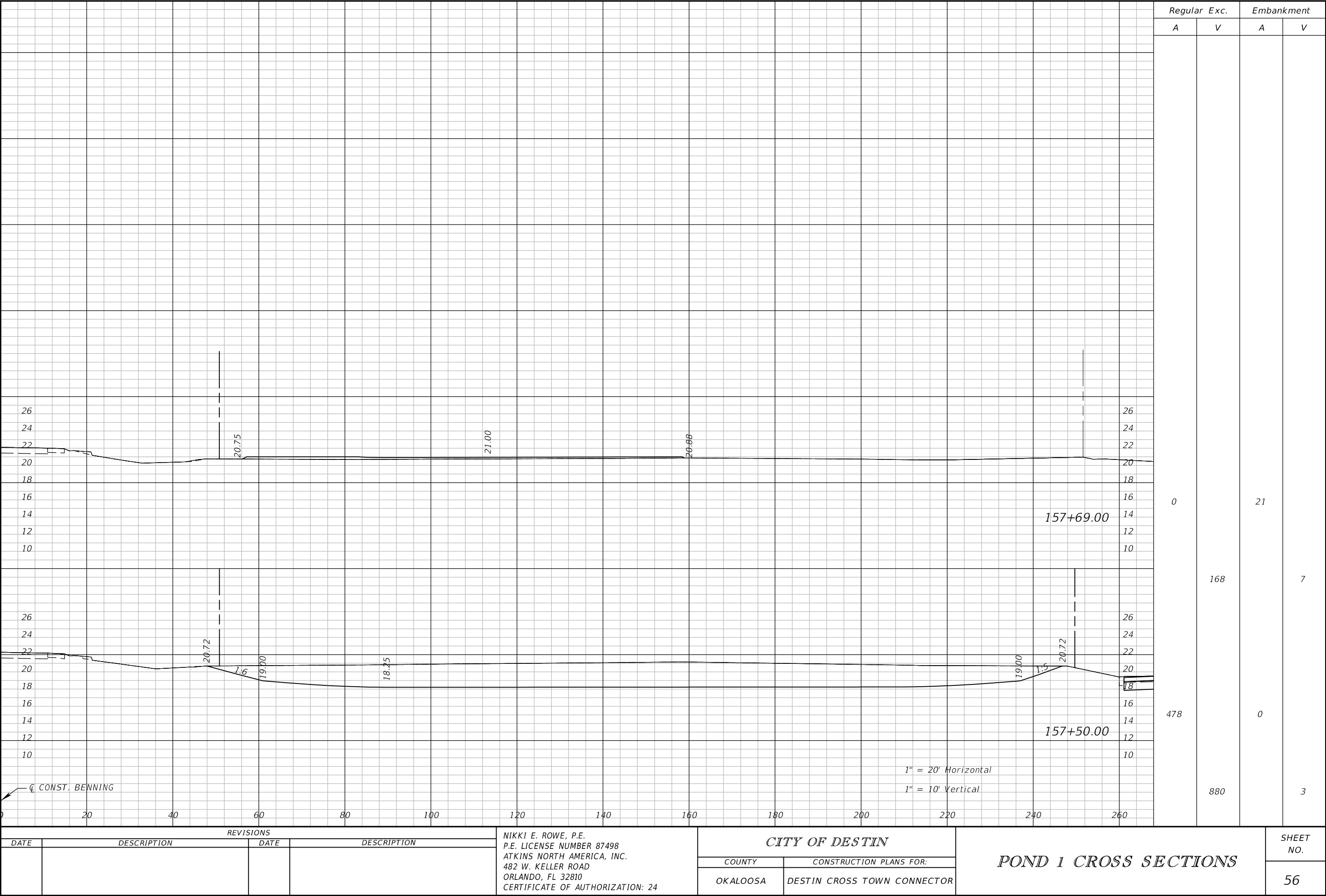


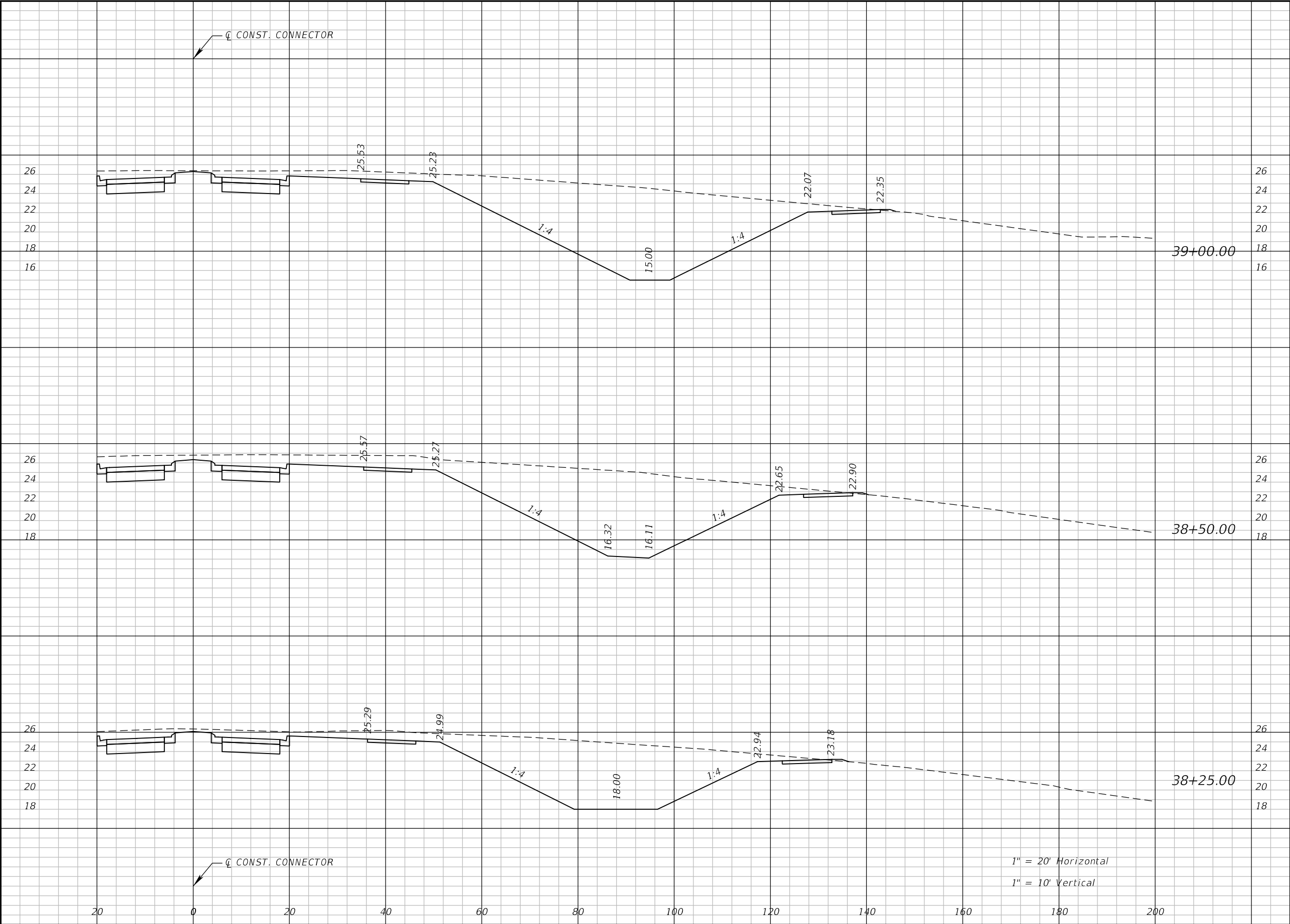


Regular		Exc.	Embankment	
A		V	A	V
1423			6	
		1429		24
1664			47	
		1534		51
1649			64	
		1378		40

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810 CERTIFICATE OF AUTHORIZATION: 24	CITY OF DESTIN		POND 1 CROSS SECTIONS		SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			55

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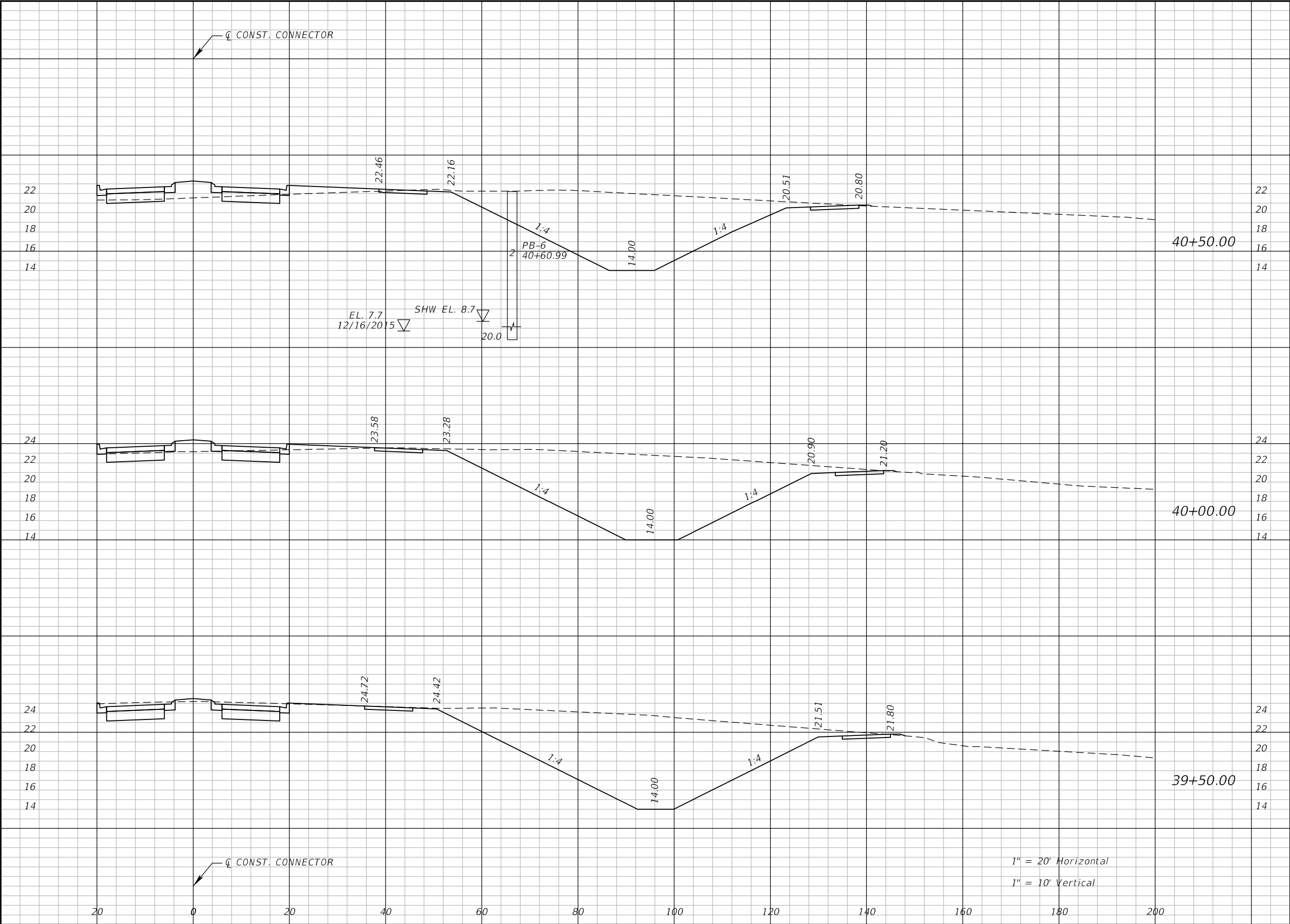




Regular		Exc.	Embankment	
A		V	A	V
452			0	
		783		0
394			0	
		330		0
318			0	

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810 CERTIFICATE OF AUTHORIZATION: 24	CITY OF DESTIN		POND 2 CROSS SECTIONS		SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			57

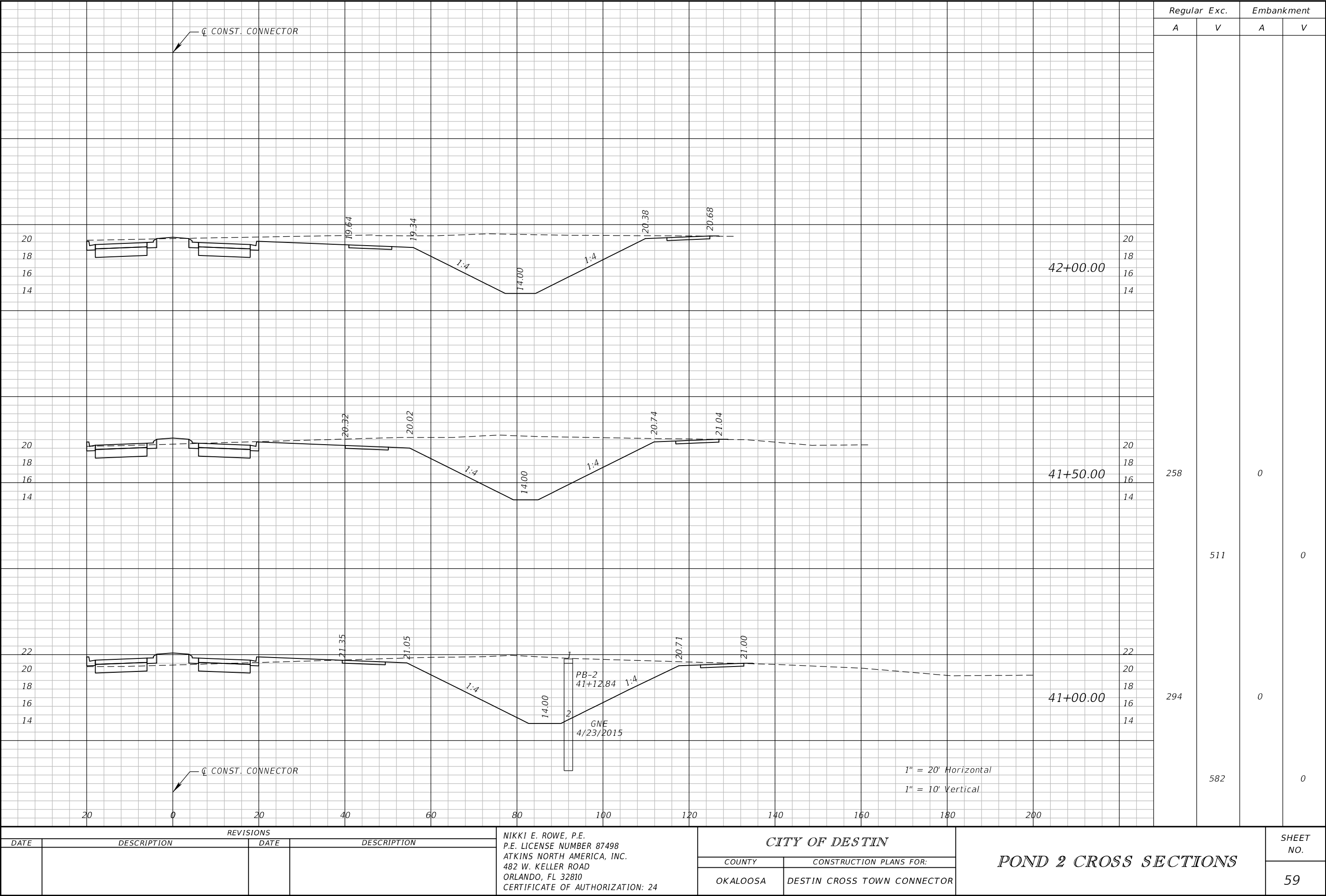
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

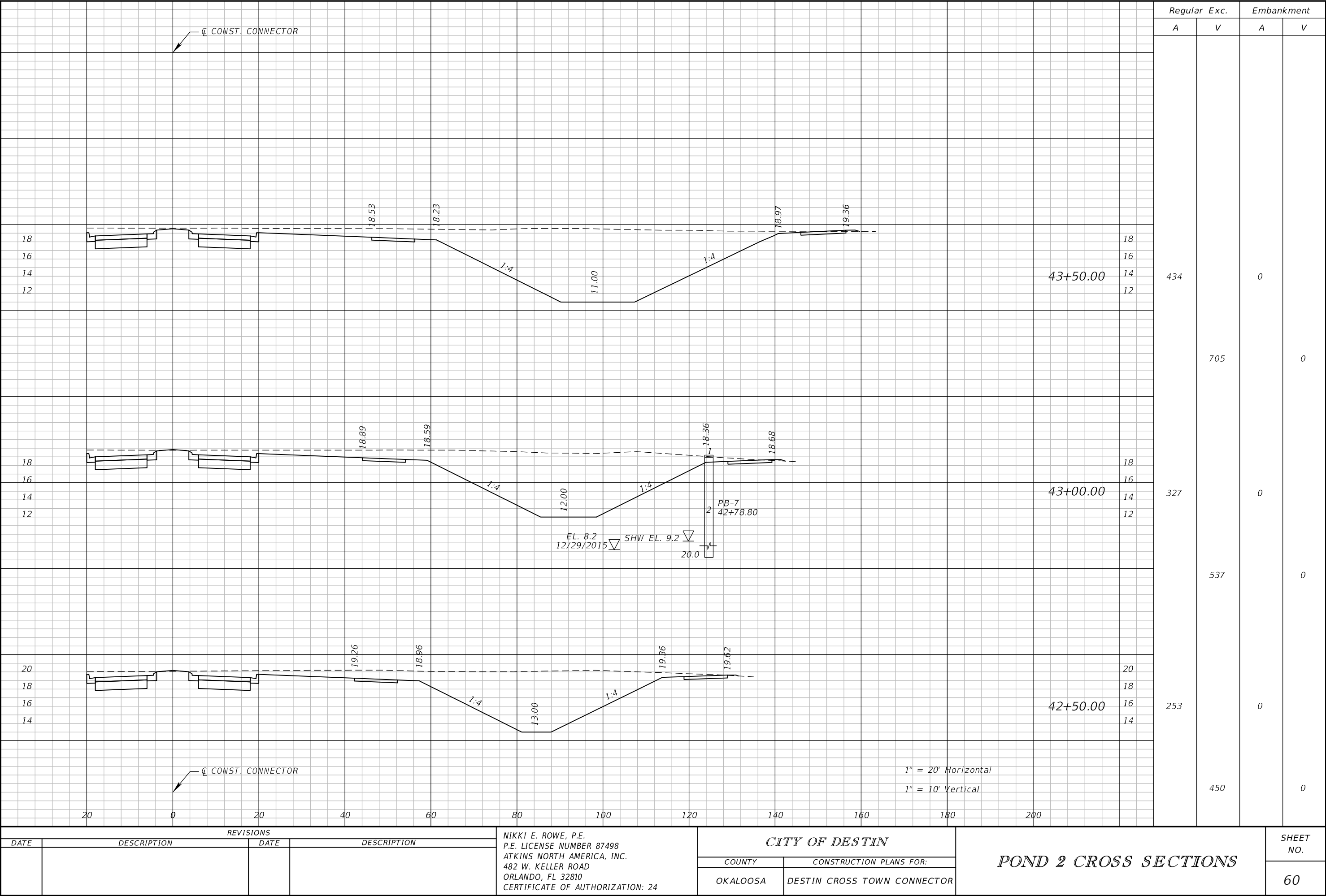


Regular		Exc.	Embankment	
A	V	A	V	
335		0		
	690		0	
410		0		
	795		0	
449		0		
	834		0	

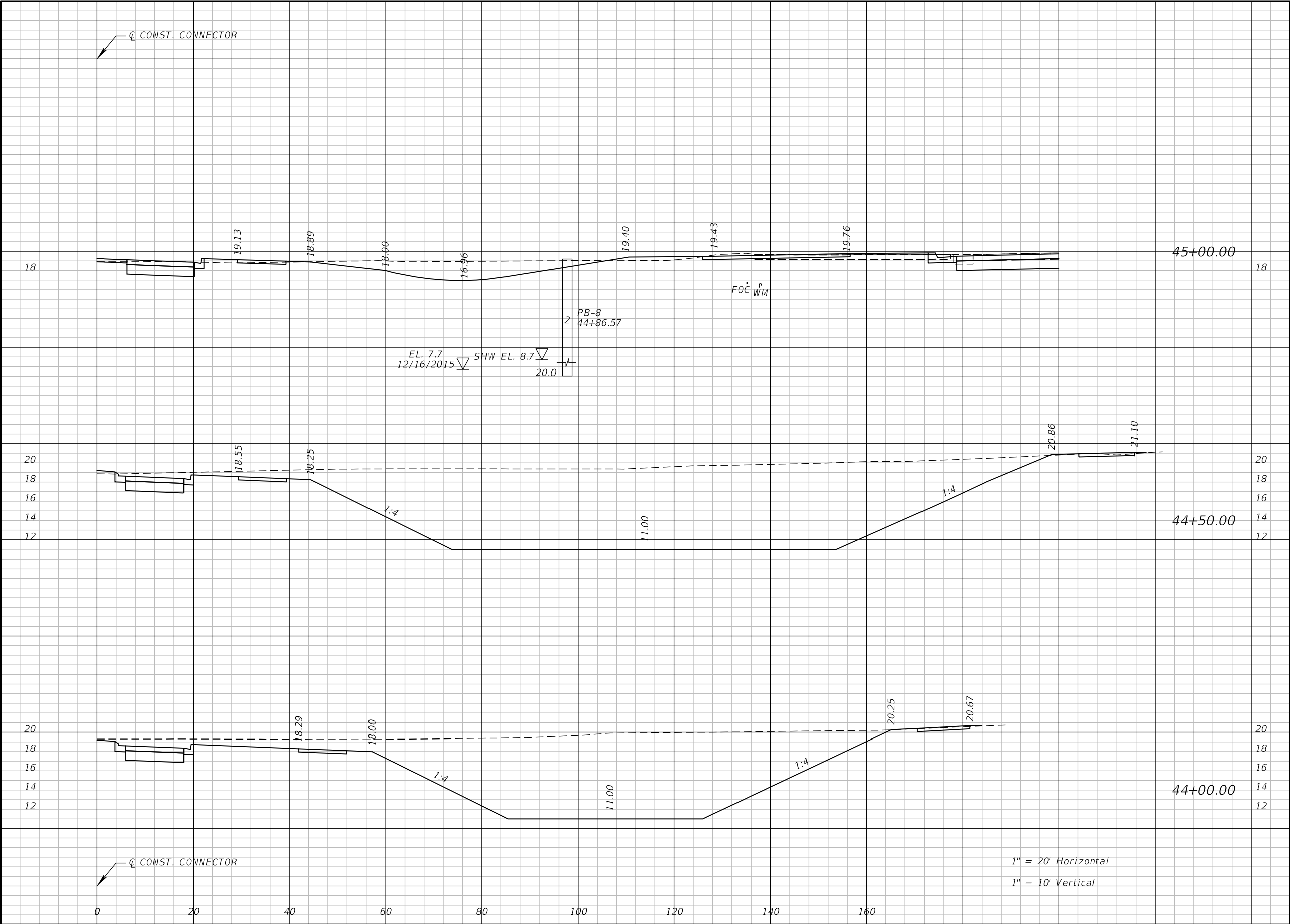
REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810 CERTIFICATE OF AUTHORIZATION: 24	CITY OF DESTIN		POND 2 CROSS SECTIONS		SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			58

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Regular		Exc.	Embankment	
A	V	A	V	
69		1		
	1010		2	
1022		1		
	1566		1	
669		0		
	1021		0	

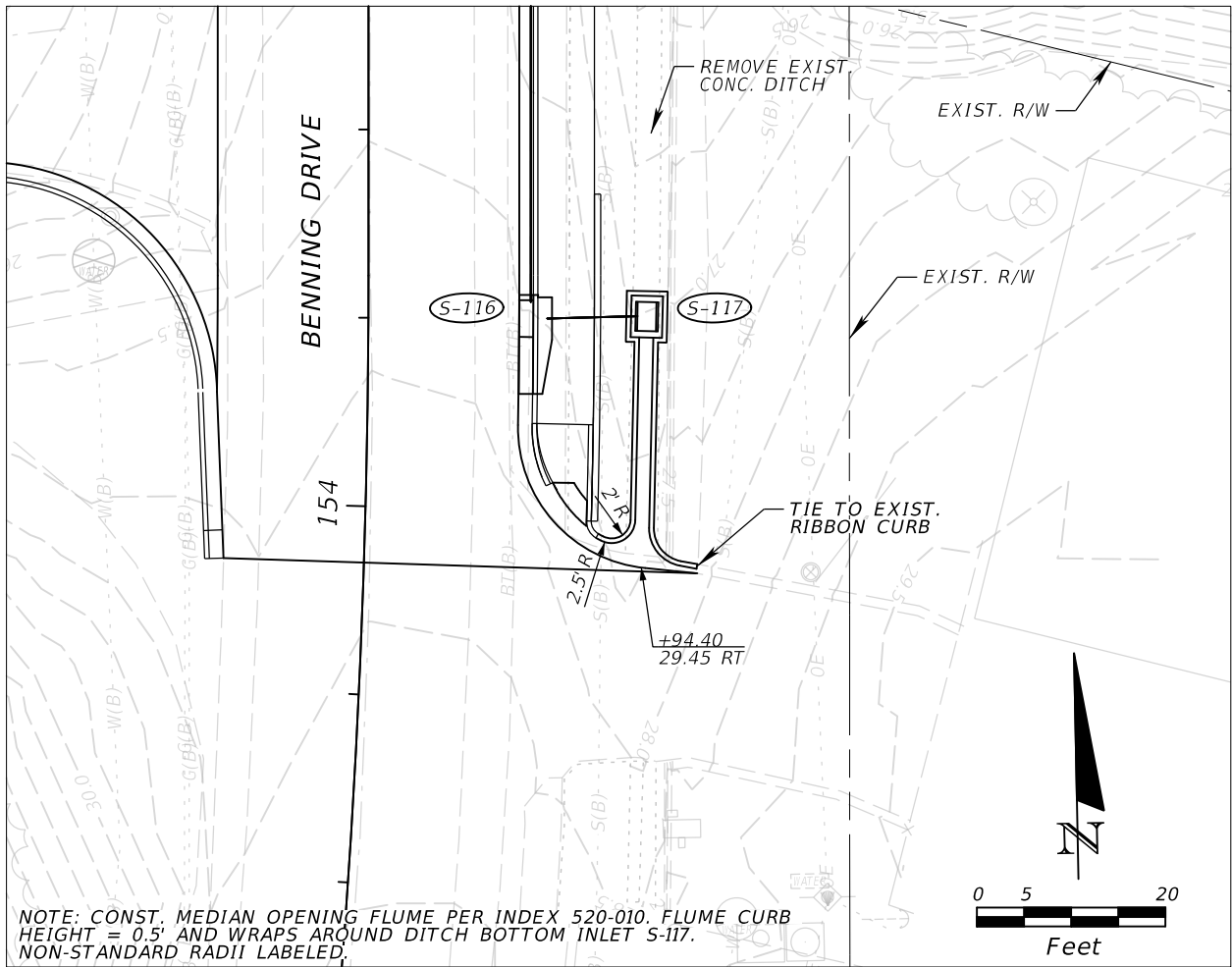
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

NIKKI E. ROWE, P.E.
P.E. LICENSE NUMBER 87498
ATKINS NORTH AMERICA, INC.
482 W. KELLER ROAD
ORLANDO, FL 32810
CERTIFICATE OF AUTHORIZATION: 24

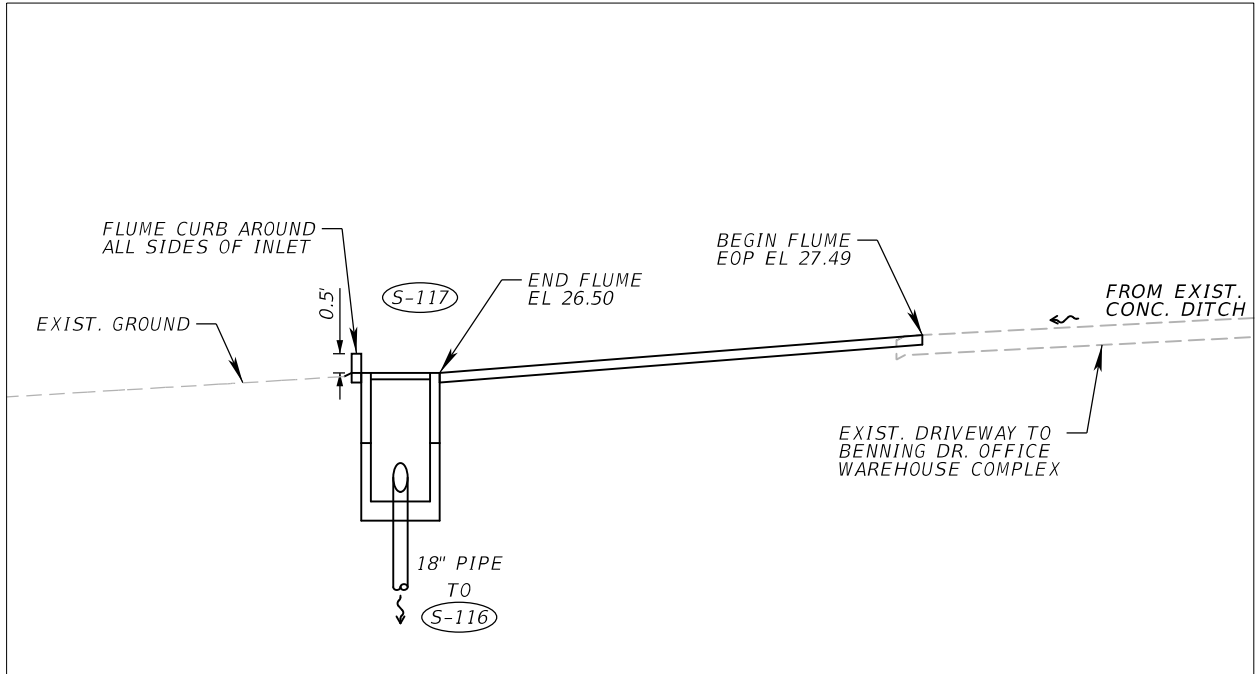
CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

POND 2 CROSS SECTIONS	
SHEET NO.	61

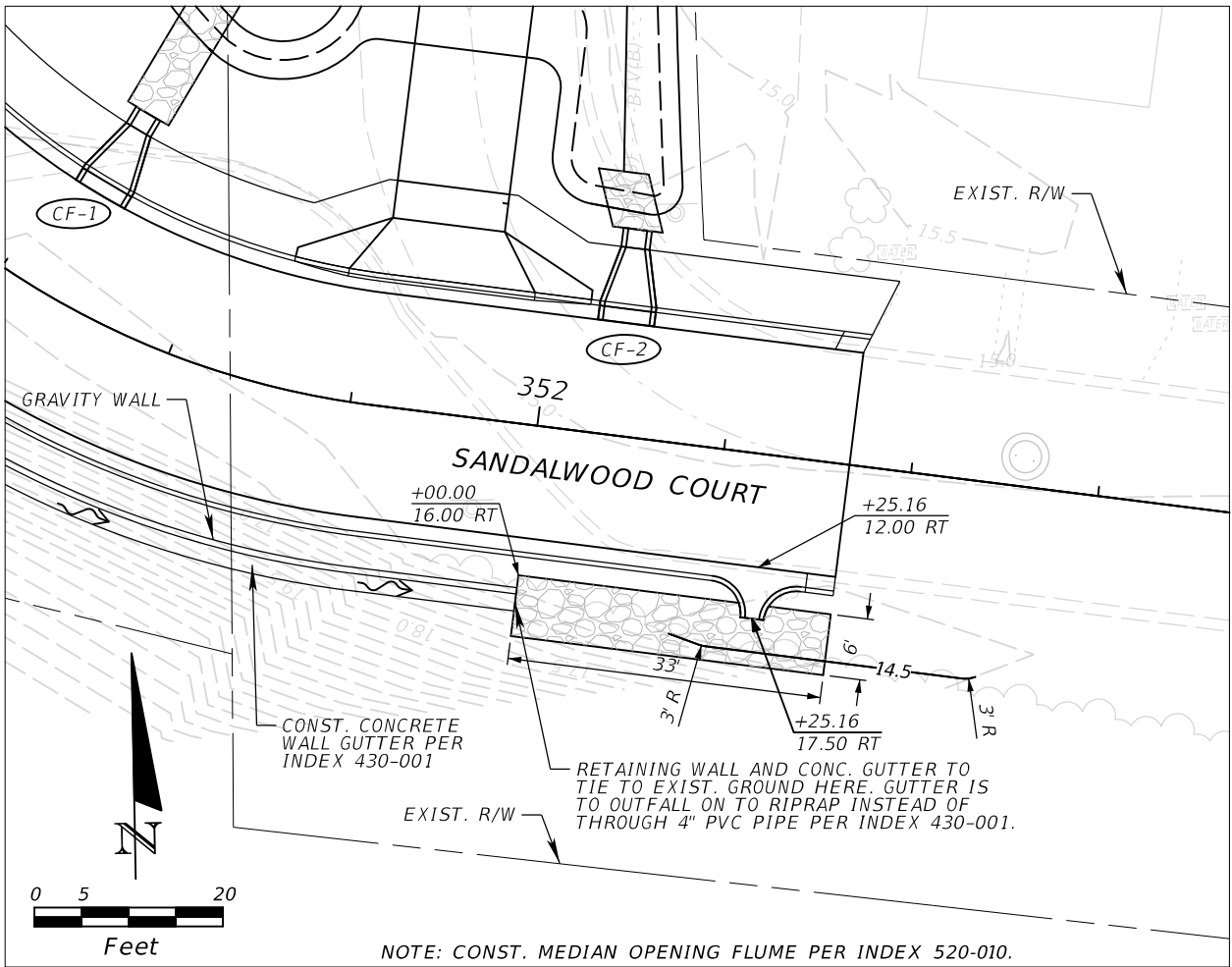
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



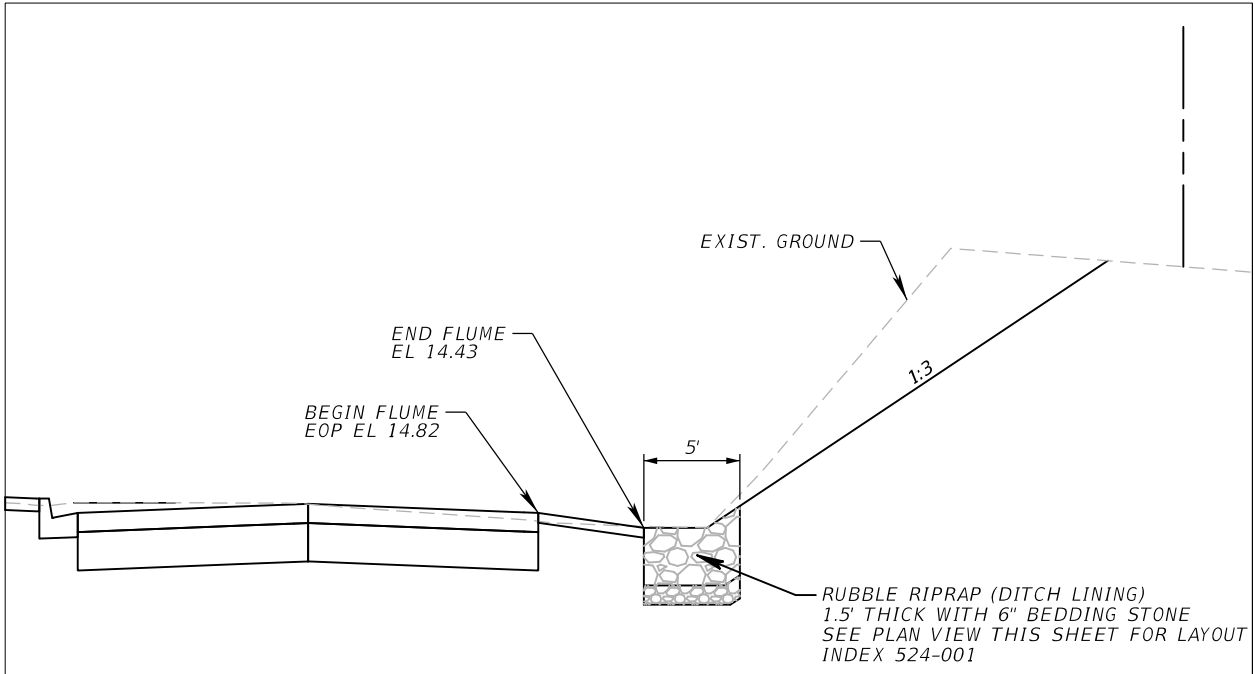
PLAN VIEW - BENNING FLUME



SECTION VIEW - BENNING FLUME
NTS

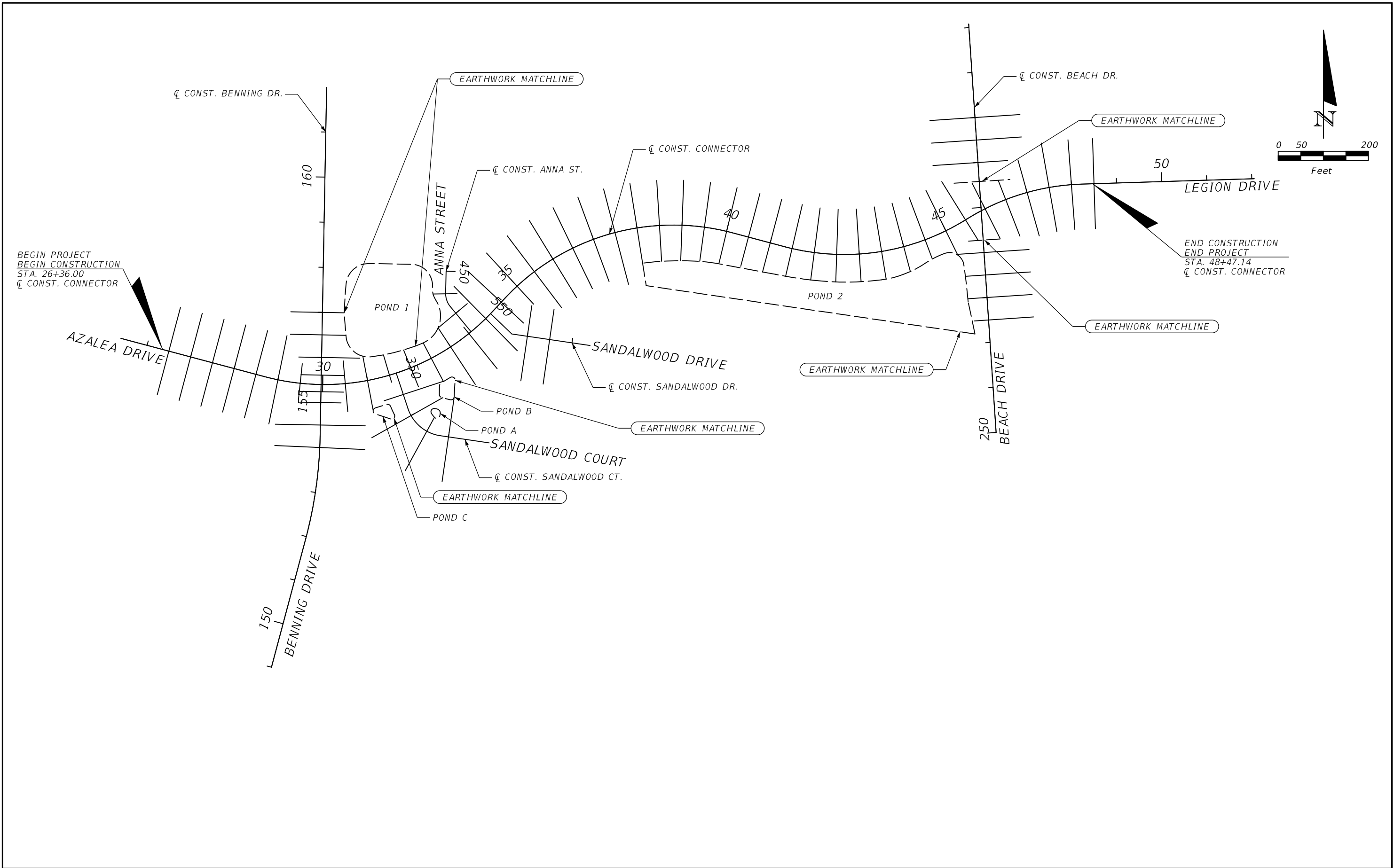


PLAN VIEW - SANDALWOOD FLUME



SECTION VIEW - SANDALWOOD FLUME
NTS

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		DRAINAGE DETAILS - FLUMES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								62



REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTION PATTERN LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		63

LEGEND

1.

TOPSOIL
2.

OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
- *

- WITH CONCRETE DEBRIS
- SP

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)
GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW
AND LABORATORY TESTING ON SELECTED SAMPLES
FOR CONFIRMATION OF VISUAL REVIEW.
- N

NUMBERS TO THE LEFT OF BORINGS INDICATE
SPT VALUE FOR 12 INCHES OF PENETRATION
(UNLESS OTHERWISE NOTED).
- HA

HAND AUGERED TO VERIFY UTILITY CLEARANCE
- 200
NMC

PERCENT PASSING #200 SIEVE
NATURAL MOISTURE CONTENT (%)
- ▽

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
- ▼

GROUNDWATER LEVEL ENCOUNTERED DURING
FIELD EXPLORATIONS
- GNE

GROUNDWATER NOT ENCOUNTERED

BOR # PB-1
NORTHING 513276
EASTING 1339619
ELEV. 20.4
DATE 4/23/2015
DRILLER TIERRA

BOR # PB-2
NORTHING 513235
EASTING 1340468
ELEV. 21.5
DATE 4/23/2015
DRILLER TIERRA

BOR # PB-3
NORTHING 513292
EASTING 1339553
ELEV. 20.2
DATE 12/31/2016
DRILLER ERG
HAMMER SAFETY

BOR # PB-4
NORTHING 513123
EASTING 1339741
ELEV. 16.6
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY

BOR # PB-5
NORTHING 513285
EASTING 1340178
ELEV. 25.0
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY

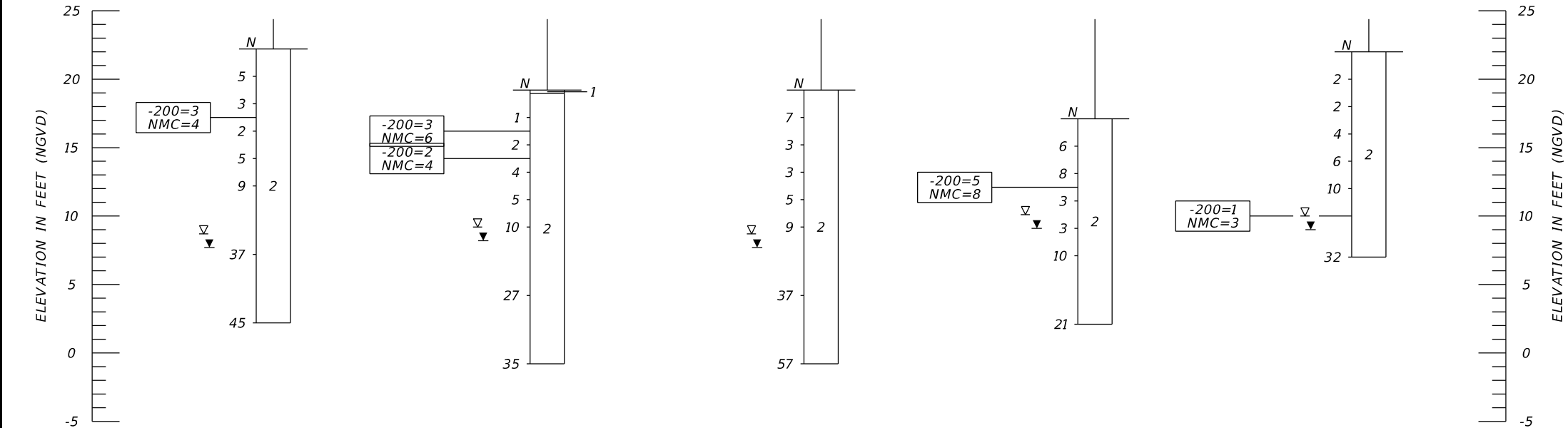
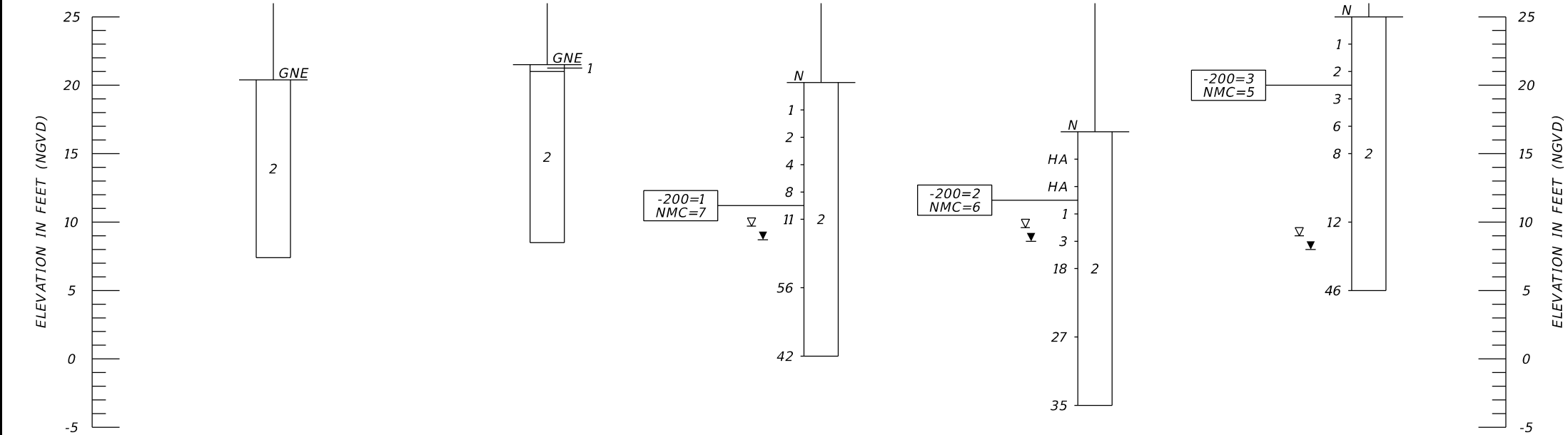
BOR # PB-6
NORTHING 513273
EASTING 1340424
ELEV. 22.2
DATE 12/16/2015
DRILLER ERG
HAMMER SAFETY

BOR # PB-7
NORTHING 513176
EASTING 1340658
ELEV. 19.2
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY

BOR # PB-8
NORTHING 513259
EASTING 1340897
ELEV. 19.2
DATE 12/16/2015
DRILLER ERG
HAMMER SAFETY

BOR # DB-1
NORTHING 512943
EASTING 1339639
ELEV. 17.1
DATE 12/31/2015
DRILLER ERG
HAMMER SAFETY

BOR # DB-2
NORTHING 513286
EASTING 1339925
ELEV. 22
DATE 12/29/2015
DRILLER ERG
HAMMER SAFETY



	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 15 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24

REVISIONS				MITCHELL L. SMITH, P.E. P.E. LICENSE NUMBER 43416 TIERRA, INC. 1300 WEST MAIN STREET PENSACOLA, FLORIDA 32502	CITY OF DESTIN		ROADWAY SOIL PROFILES (1)	SHEET NO.		
DATE	DESCRIPTION		DATE		DESCRIPTION			COUNTY	CONSTRUCTION PLANS FOR:	64
								OKALOOSA	DESTIN CROSS TOWN CONNECTOR	

LEGEND

1.

TOPSOIL
2.

OFFWHITE, LIGHT GRAY, TAN, ORANGE SAND (SP)
- * - WITH CONCRETE DEBRIS
- SP

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)
GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW
AND LABORATORY TESTING ON SELECTED SAMPLES
FOR CONFIRMATION OF VISUAL REVIEW.
- N

NUMBERS TO THE LEFT OF BORINGS INDICATE
SPT VALUE FOR 12 INCHES OF PENETRATION
(UNLESS OTHERWISE NOTED).
- HA

HAND AUGERED TO VERIFY UTILITY CLEARANCE
- 200
NMC

PERCENT PASSING #200 SIEVE
NATURAL MOISTURE CONTENT (%)
- ▽

ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
- ▼

GROUNDWATER LEVEL ENCOUNTERED DURING
FIELD EXPLORATIONS
- GNE

GROUNDWATER NOT ENCOUNTERED

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE LOOSE MEDIUM DENSE DENSE VERY DENSE	LESS THAN 4 4 to 10 10 to 30 30 to 50 GREATER THAN 50	LESS THAN 3 3 to 8 8 to 24 24 to 40 GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT SOFT FIRM STIFF VERY STIFF HARD	LESS THAN 2 2 to 4 4 to 8 8 to 15 15 to 30 GREATER THAN 30	LESS THAN 1 1 to 3 3 to 6 6 to 12 12 to 24 GREATER THAN 24

LEGEND

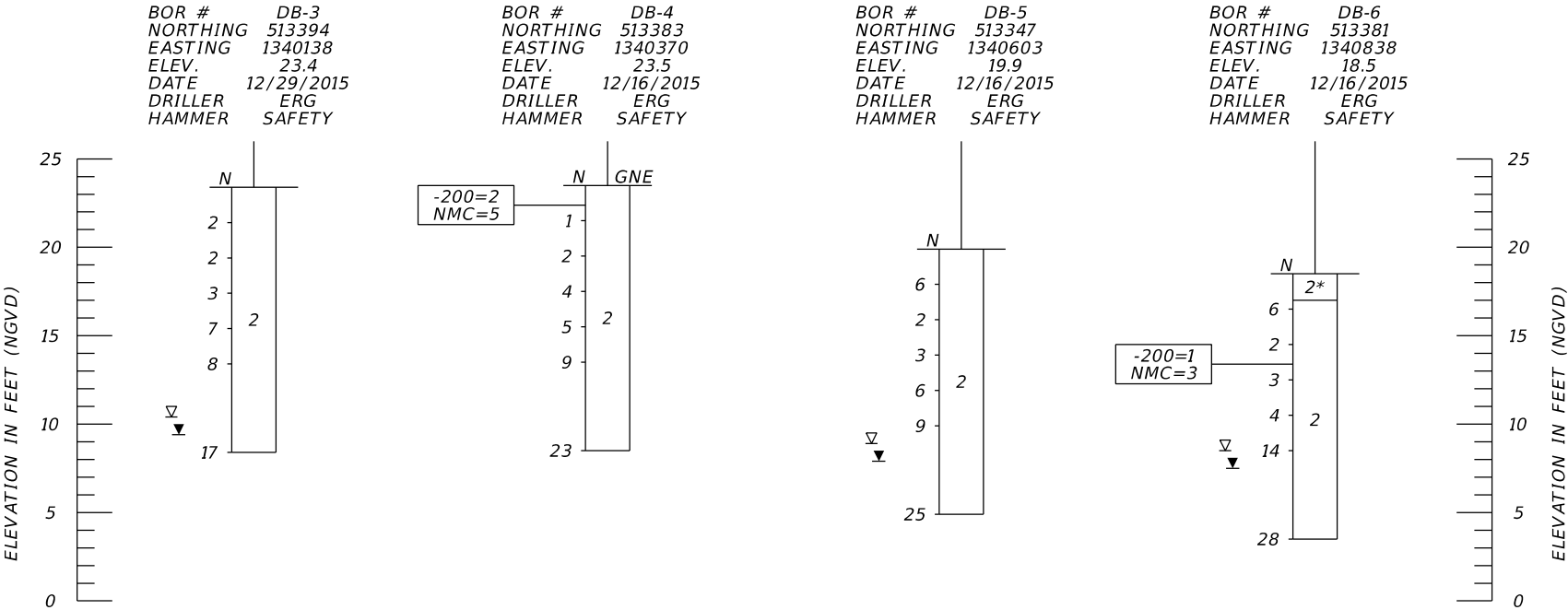
1.

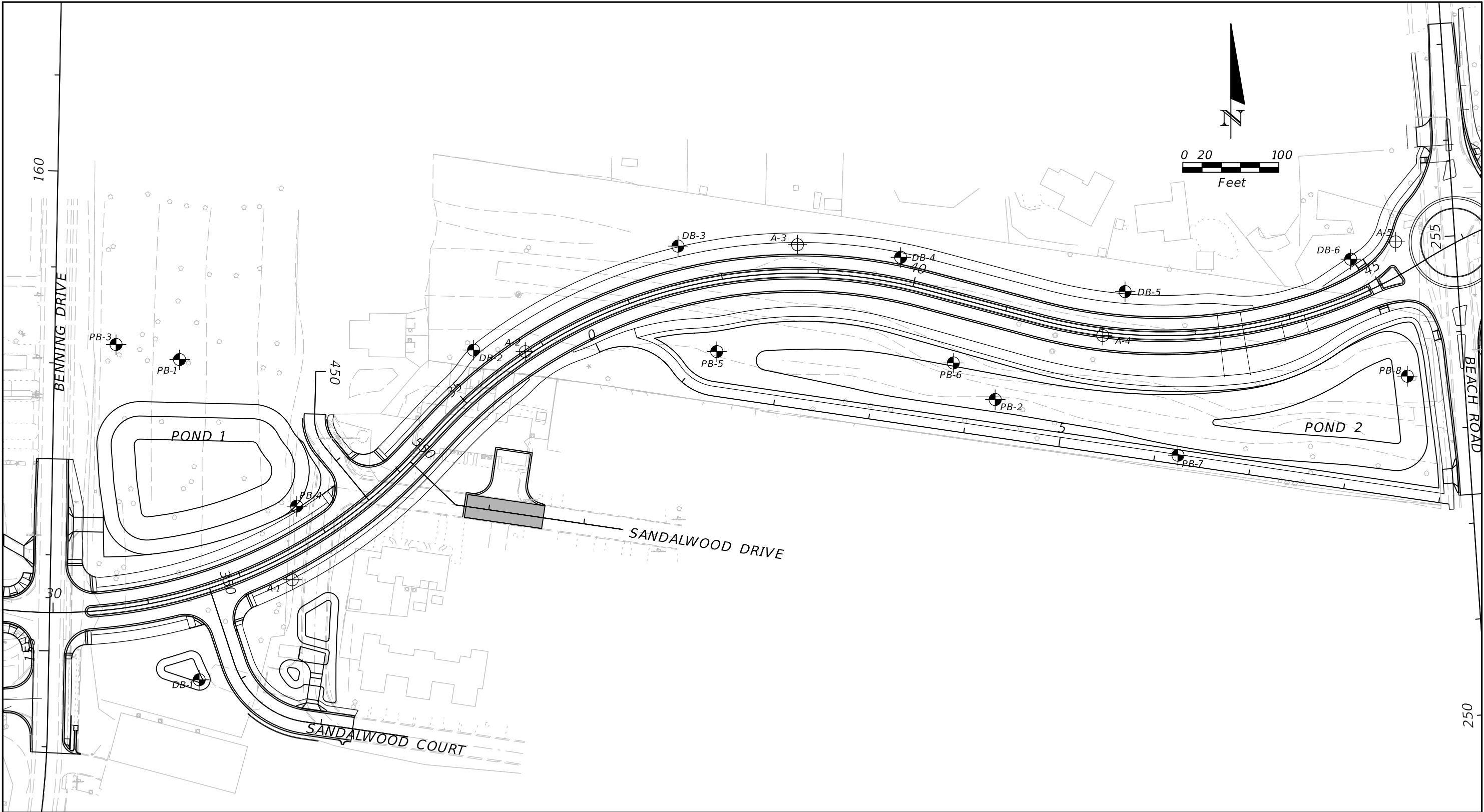
LIGHT GRAY, TAN, ORANGE SAND (SP)
- SP

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)
GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW
AND LABORATORY TESTING ON SELECTED SAMPLES
FOR CONFIRMATION OF VISUAL REVIEW.
- 200
NMC

PERCENT PASSING #200 SIEVE
NATURAL MOISTURE CONTENT (%)
- GNE

GROUNDWATER NOT ENCOUNTERED



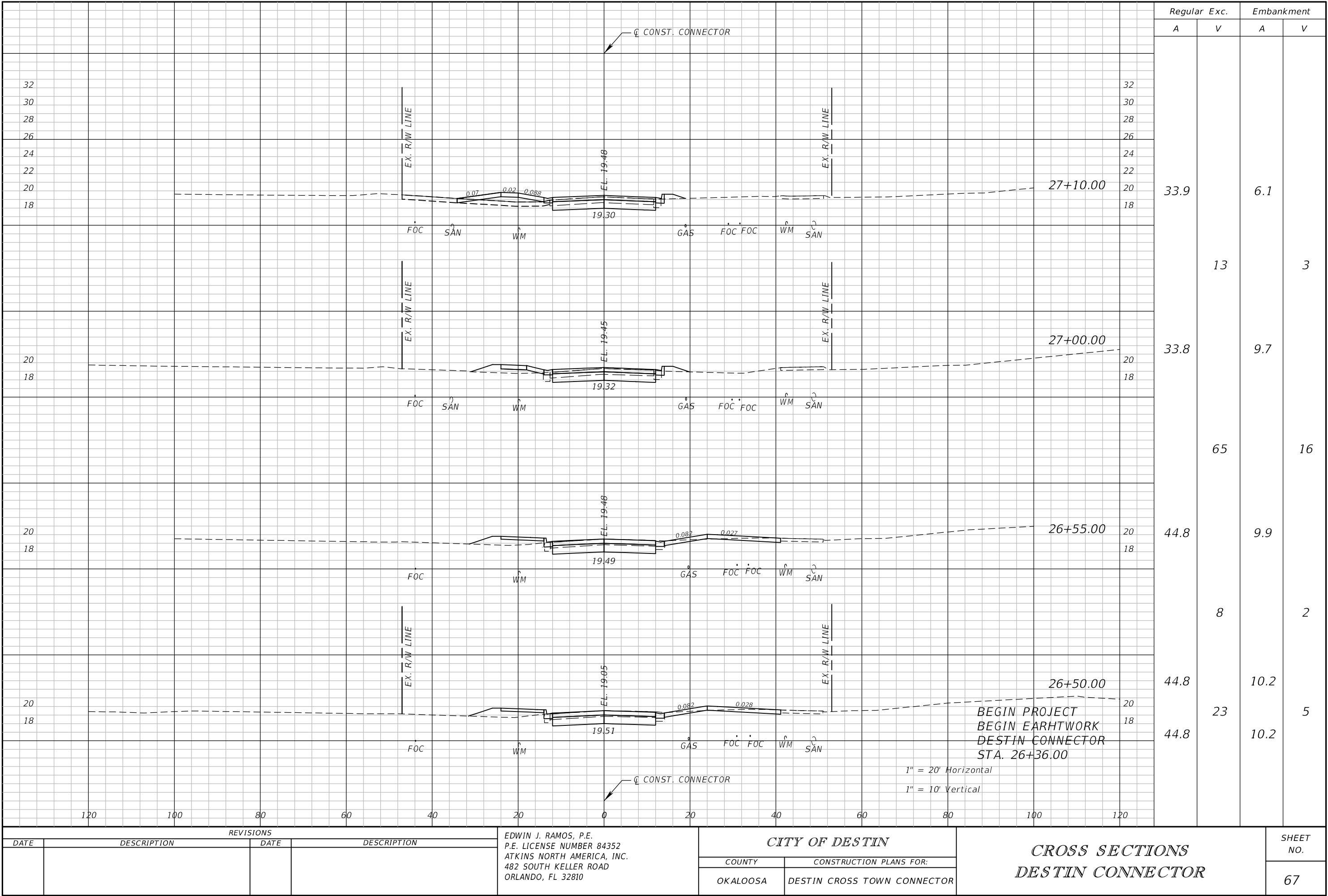


LEGEND

 APPROXIMATE AUGER BORING LOCATION

REVISIONS				MITCHELL L. SMITH, P.E. P.E. LICENSE NUMBER 43416 TIERRA, INC. 1300 WEST MAIN STREET PENSACOLA, FLORIDA 32502	CITY OF DESTIN		BORING LOCATION PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		66

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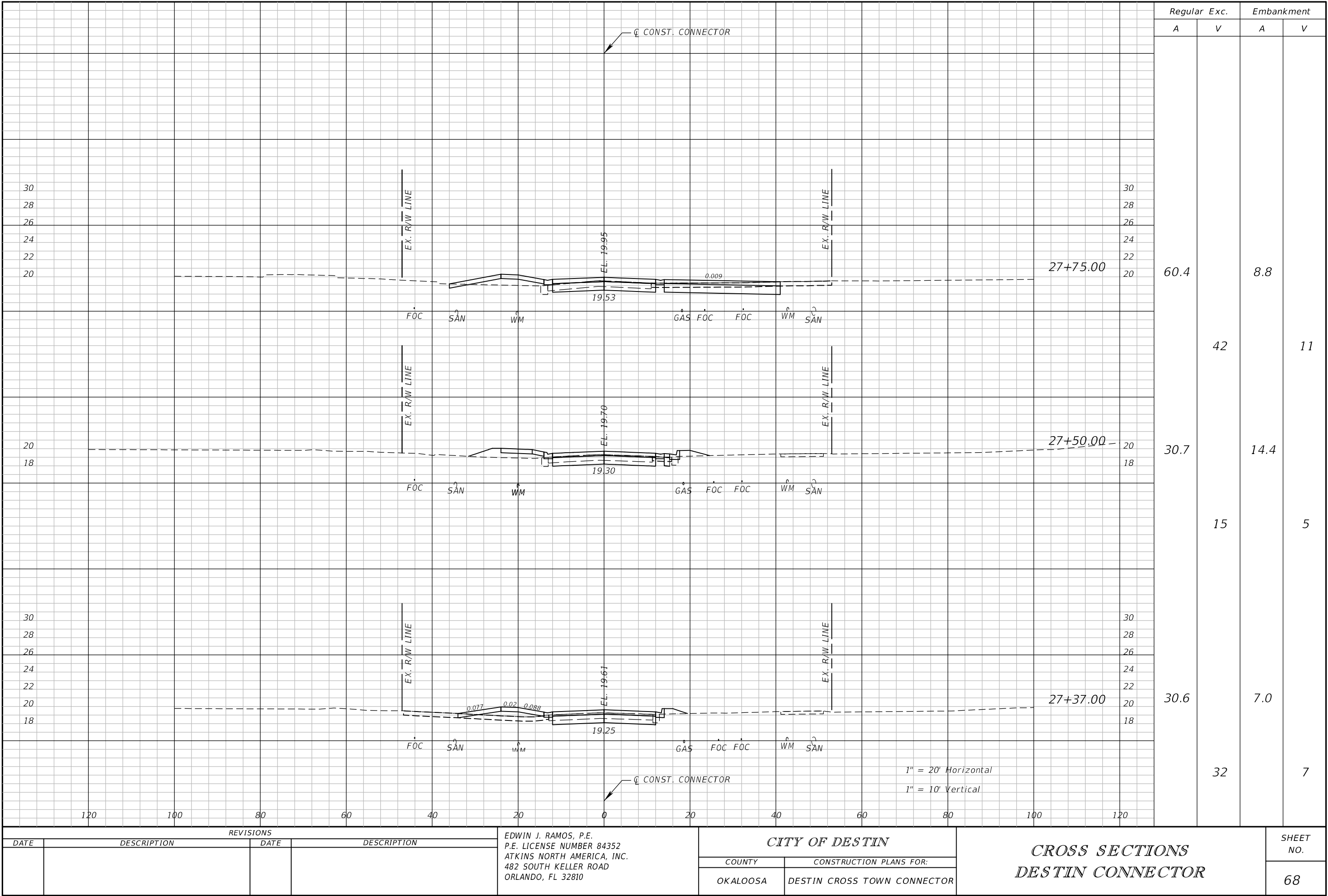
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		67

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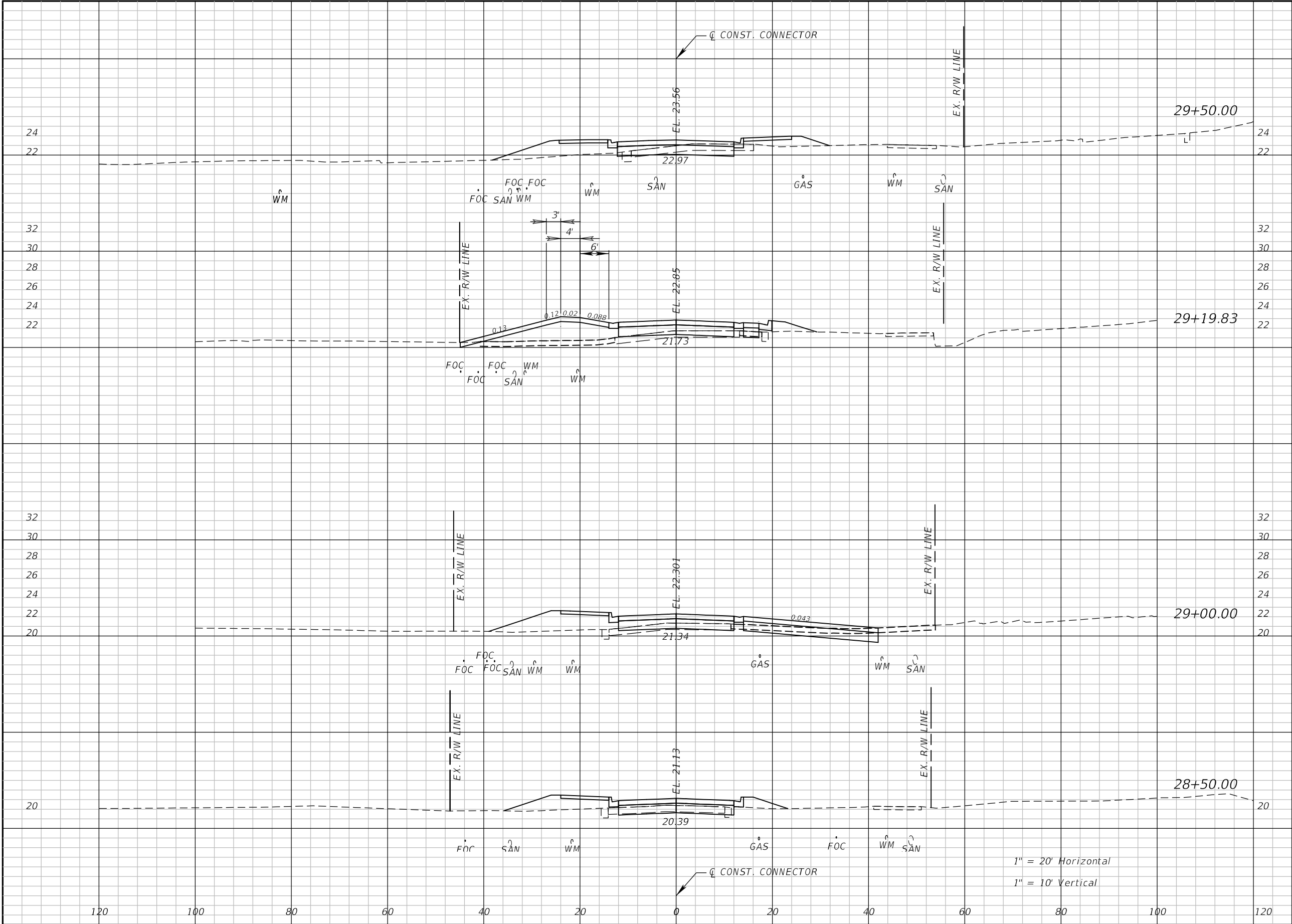
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		68

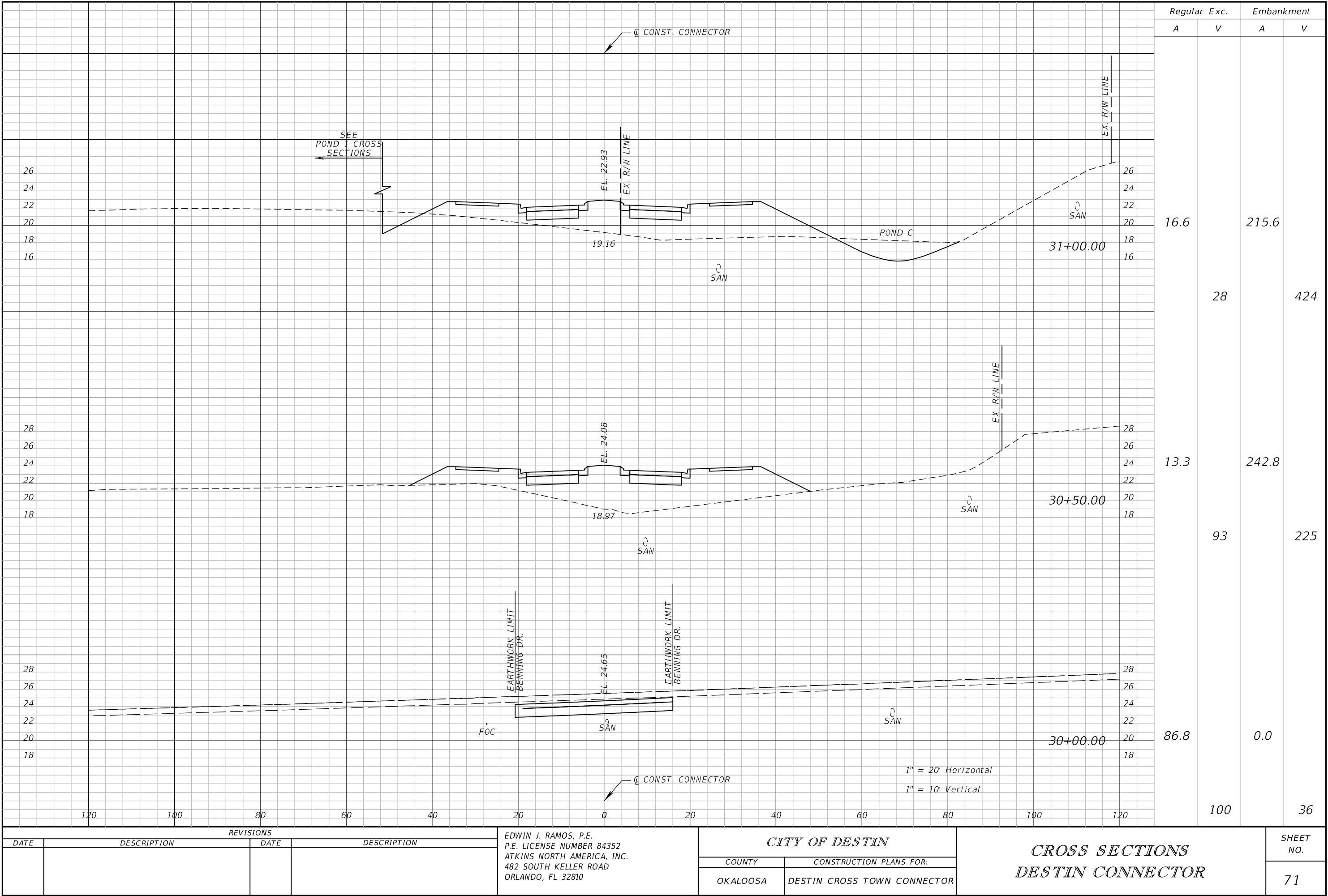
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Regular		Exc.	Embankment	
A		V	A	V
21.0		18	39.2	45
12.1		18	41.8	28
37.7		52	35.6	59
18.9		33	27.8	34

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		70
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



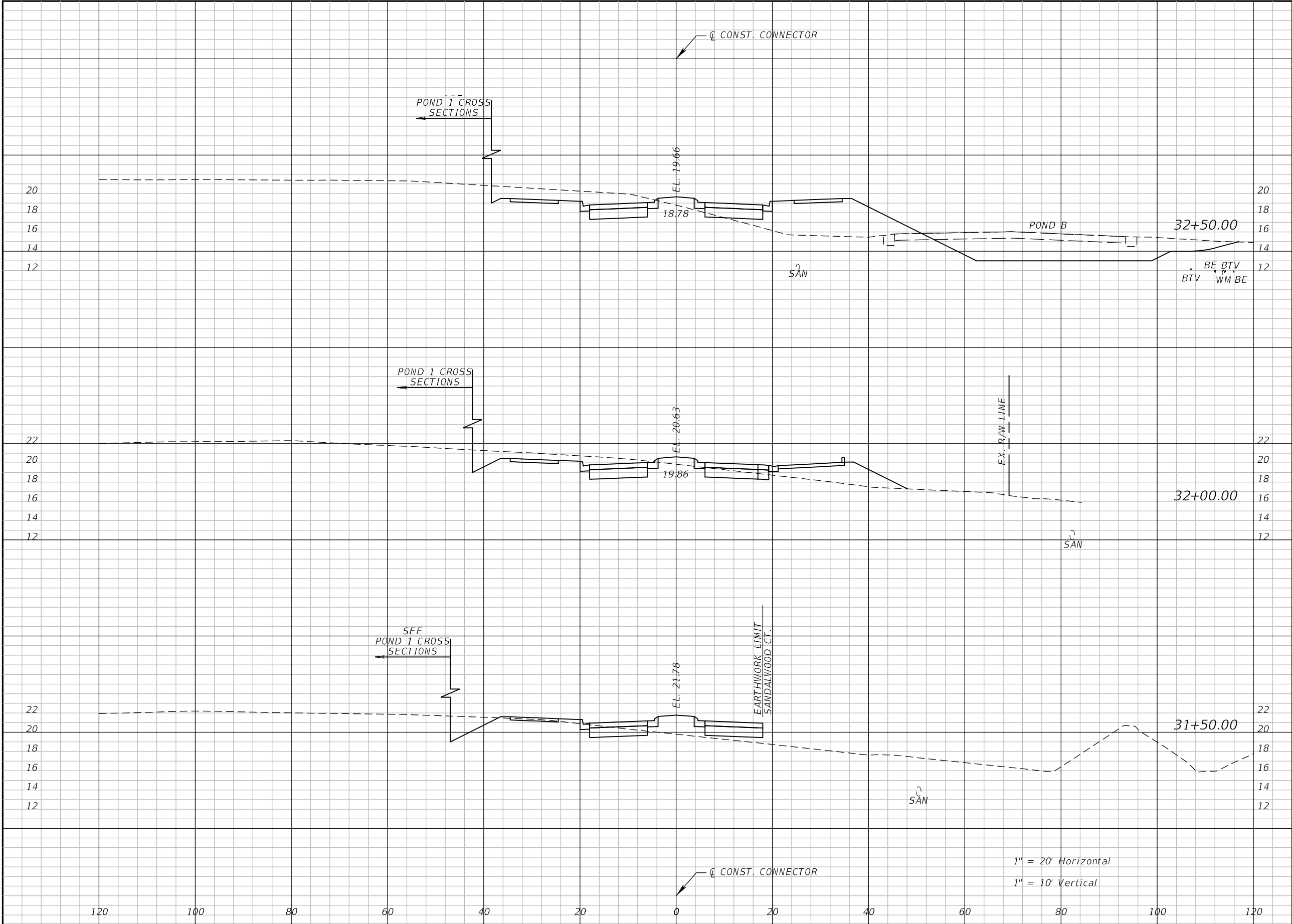
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		71

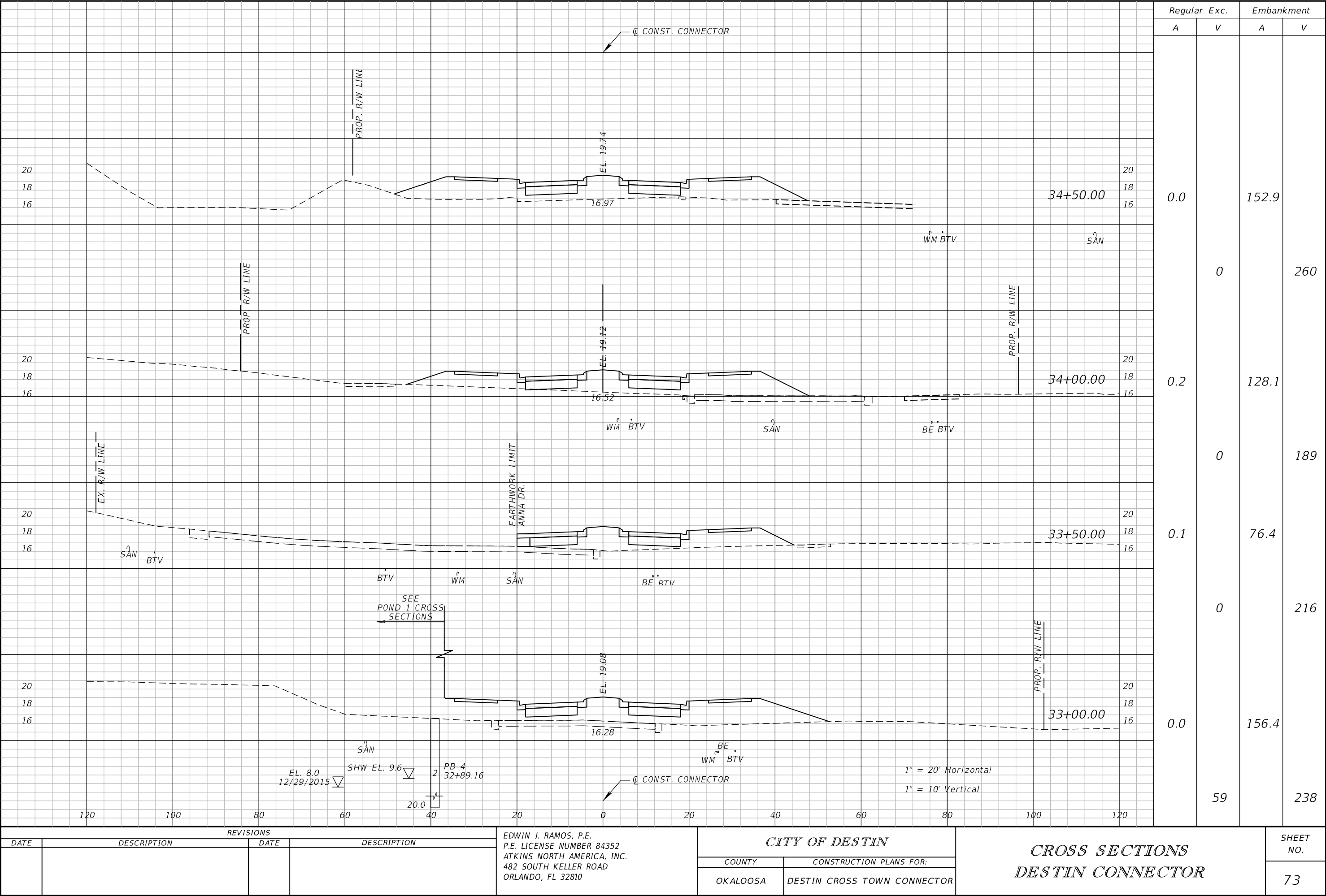
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular		Exc.	Embankment	
A	V	A	V	
64.0		100.4		
	117		143	
62.3		54.1		
	82		73	
26.5		24.6		
	40		222	

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR		SHEET NO. 72
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



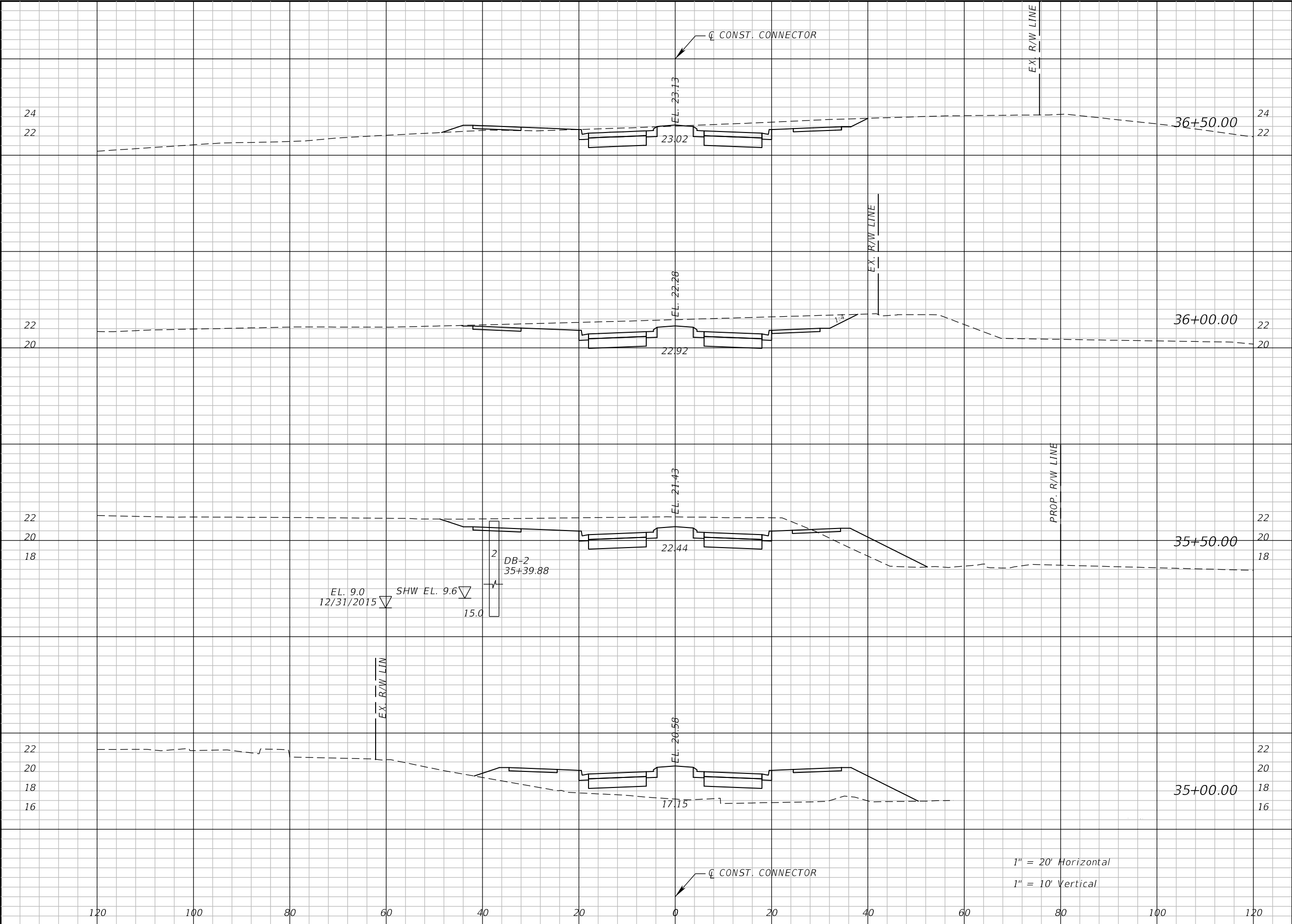
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWIN J. RAMOS, P.E.
P.E. LICENSE NUMBER 84352
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO. 73	

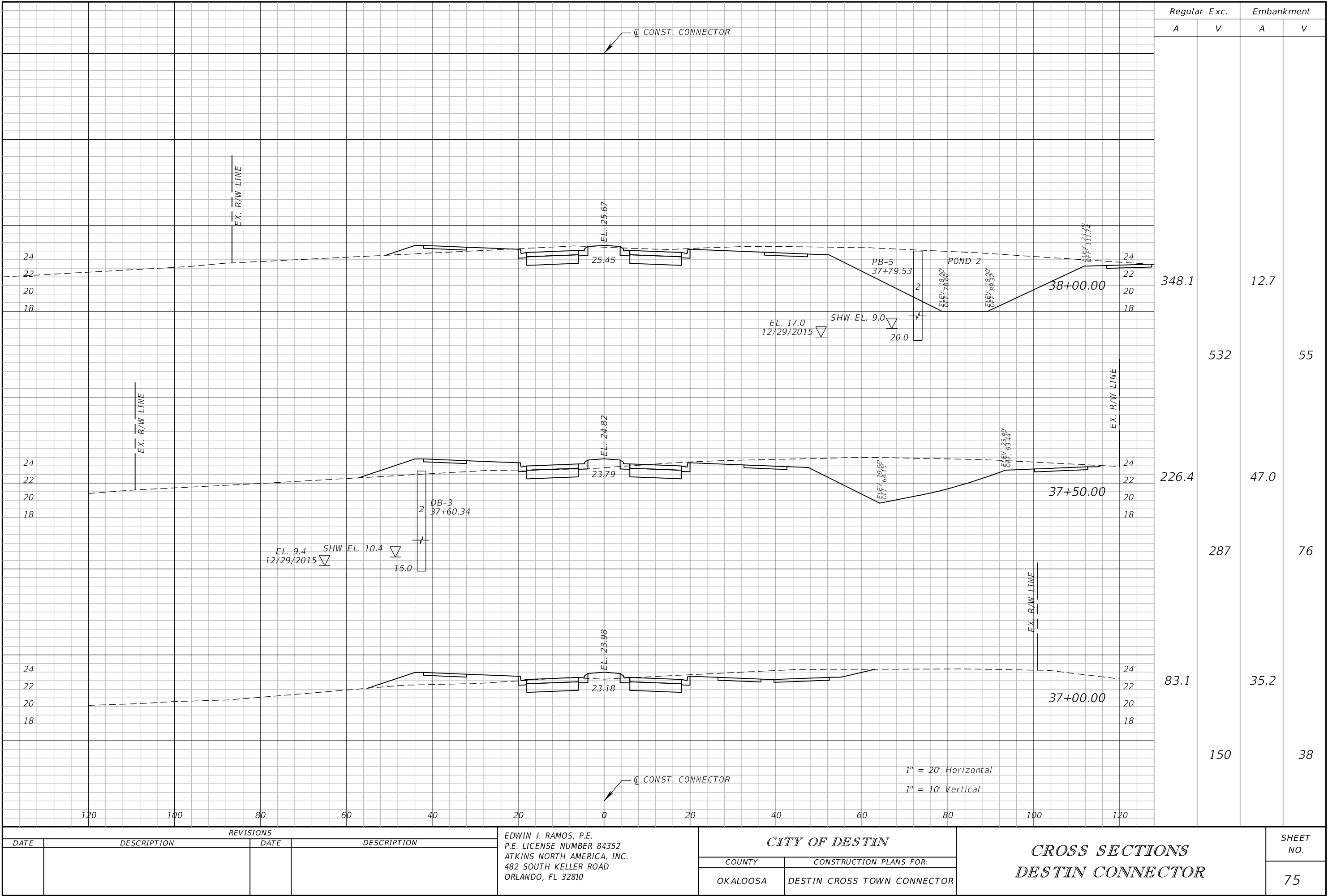
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Regular		Exc.	Embankment	
A	V		A	V
79.4			6.3	
	192			6
128.3			0.0	
	251			28
143.1			30.2	
	133			192
0.0			177.3	
		0		306

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			74

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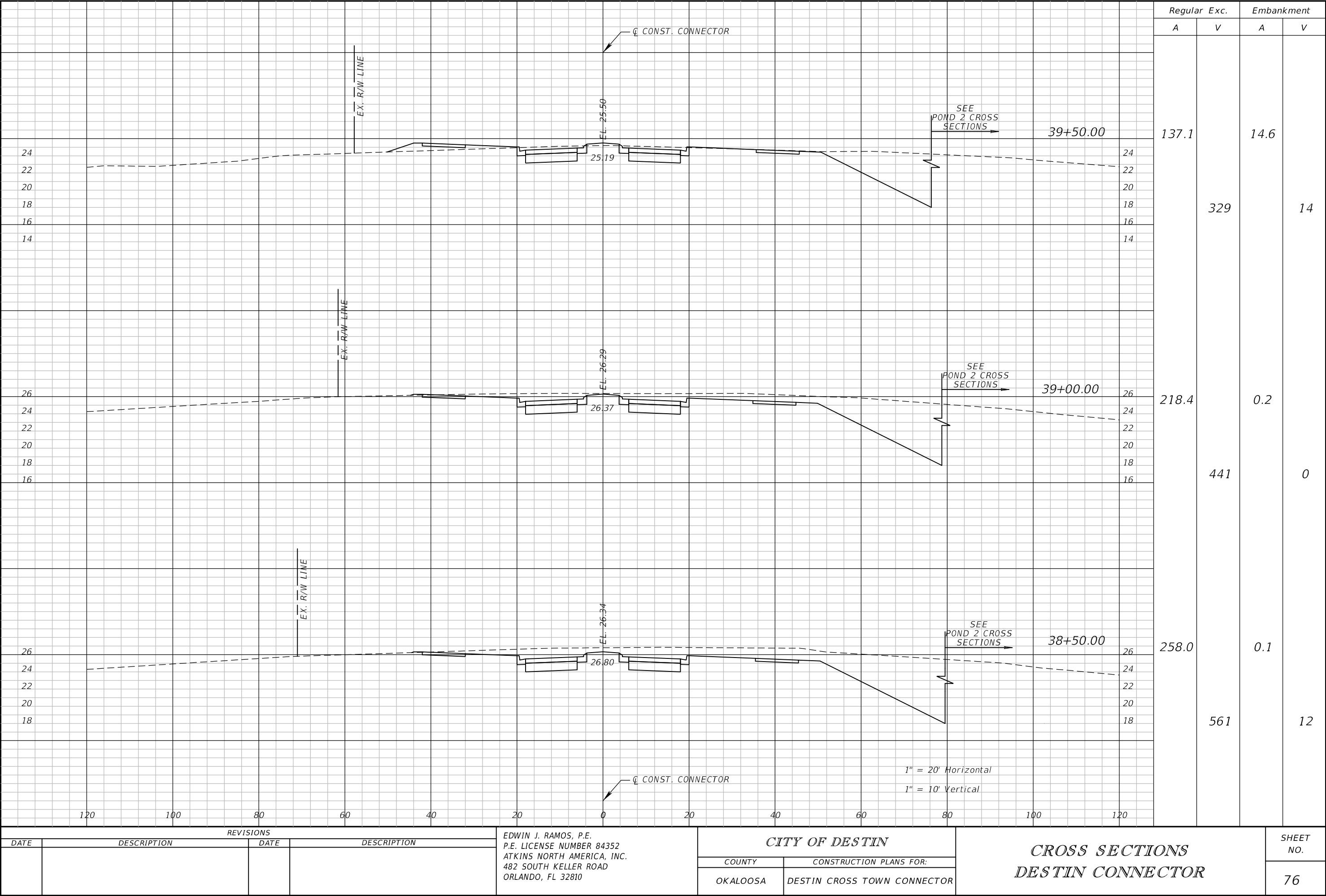


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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		75



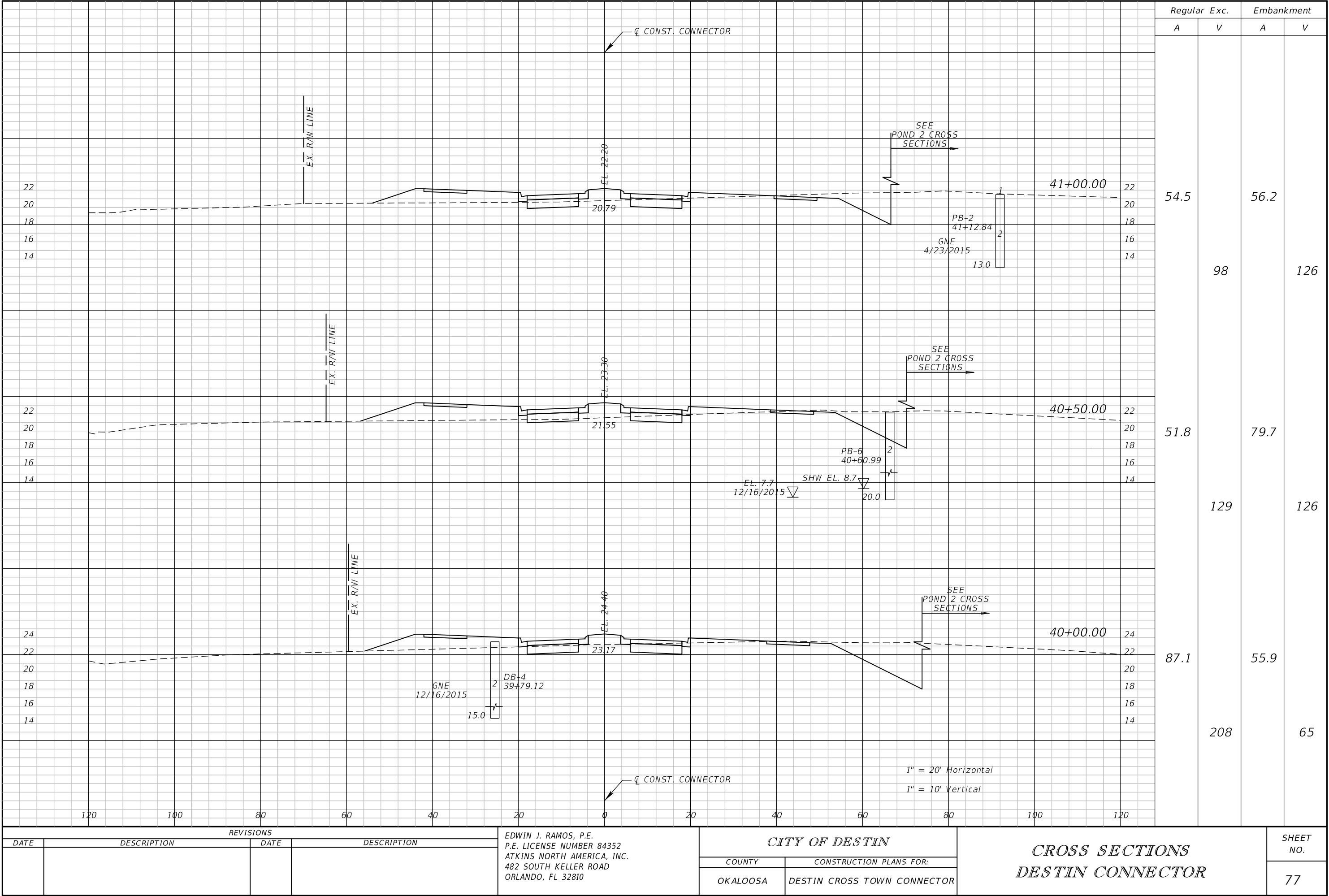
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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO.	76

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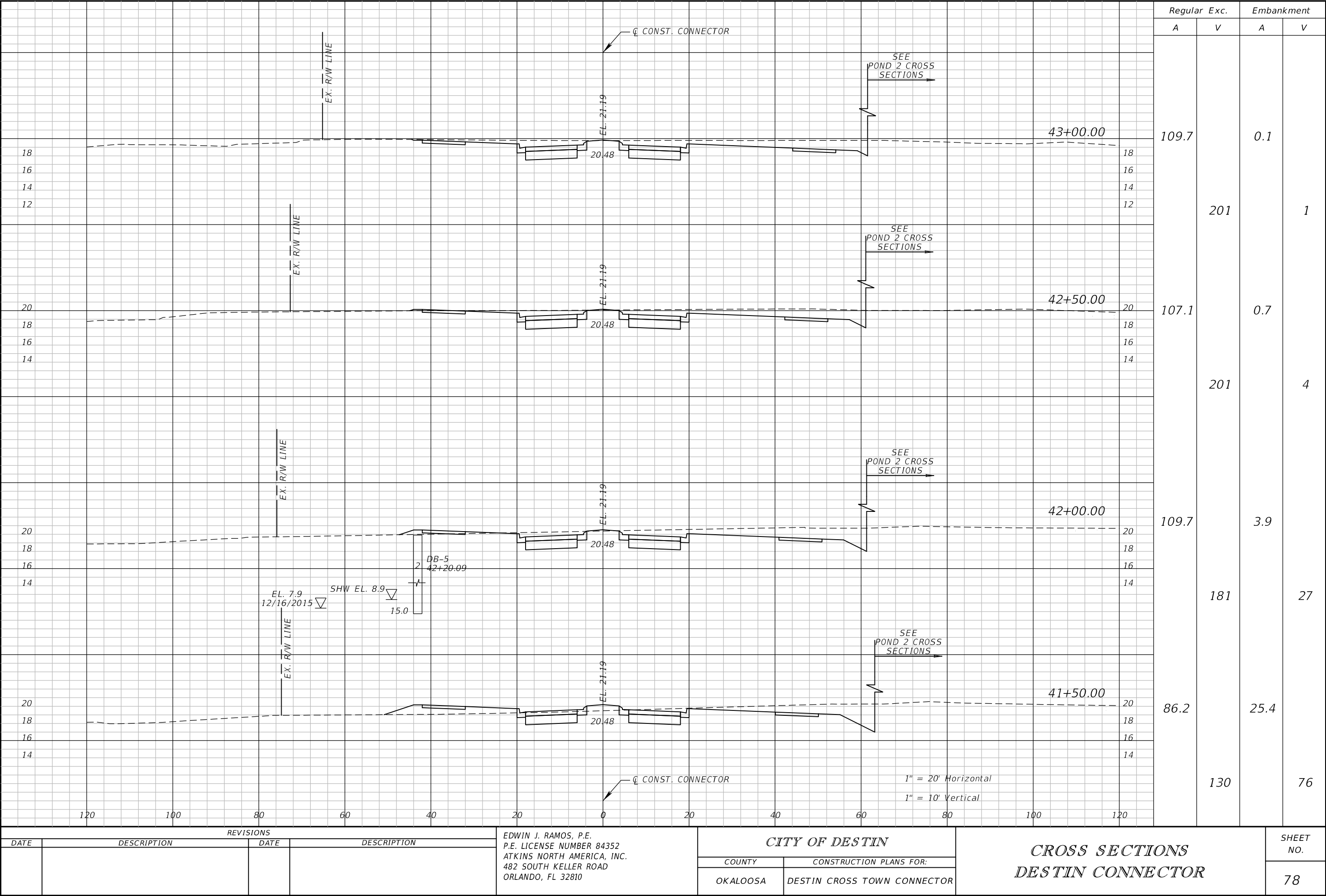
REVISIONS			
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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR		SHEET NO.
		77

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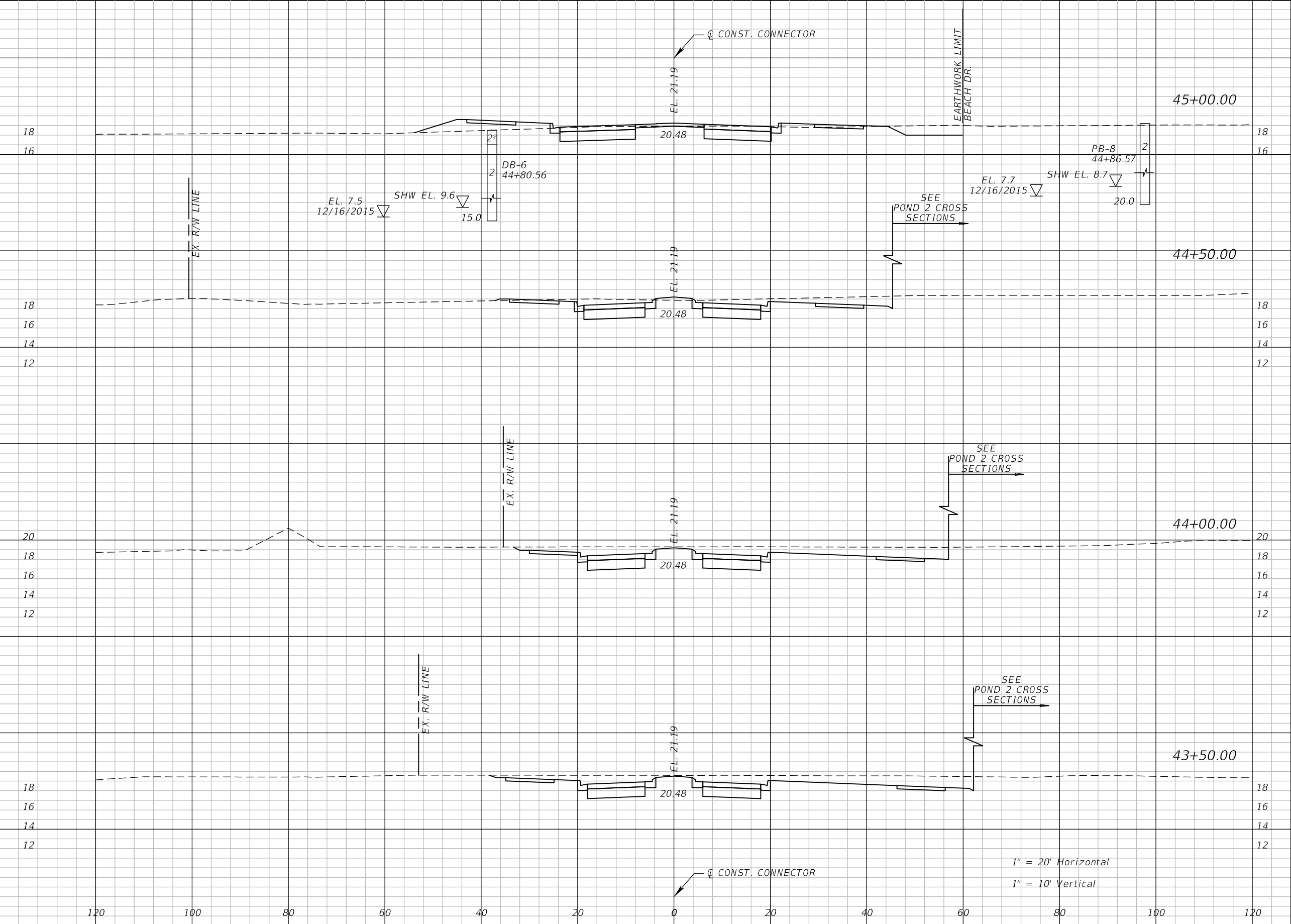
REVISIONS			
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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS DESTIN CONNECTOR	
SHEET NO.	
78	

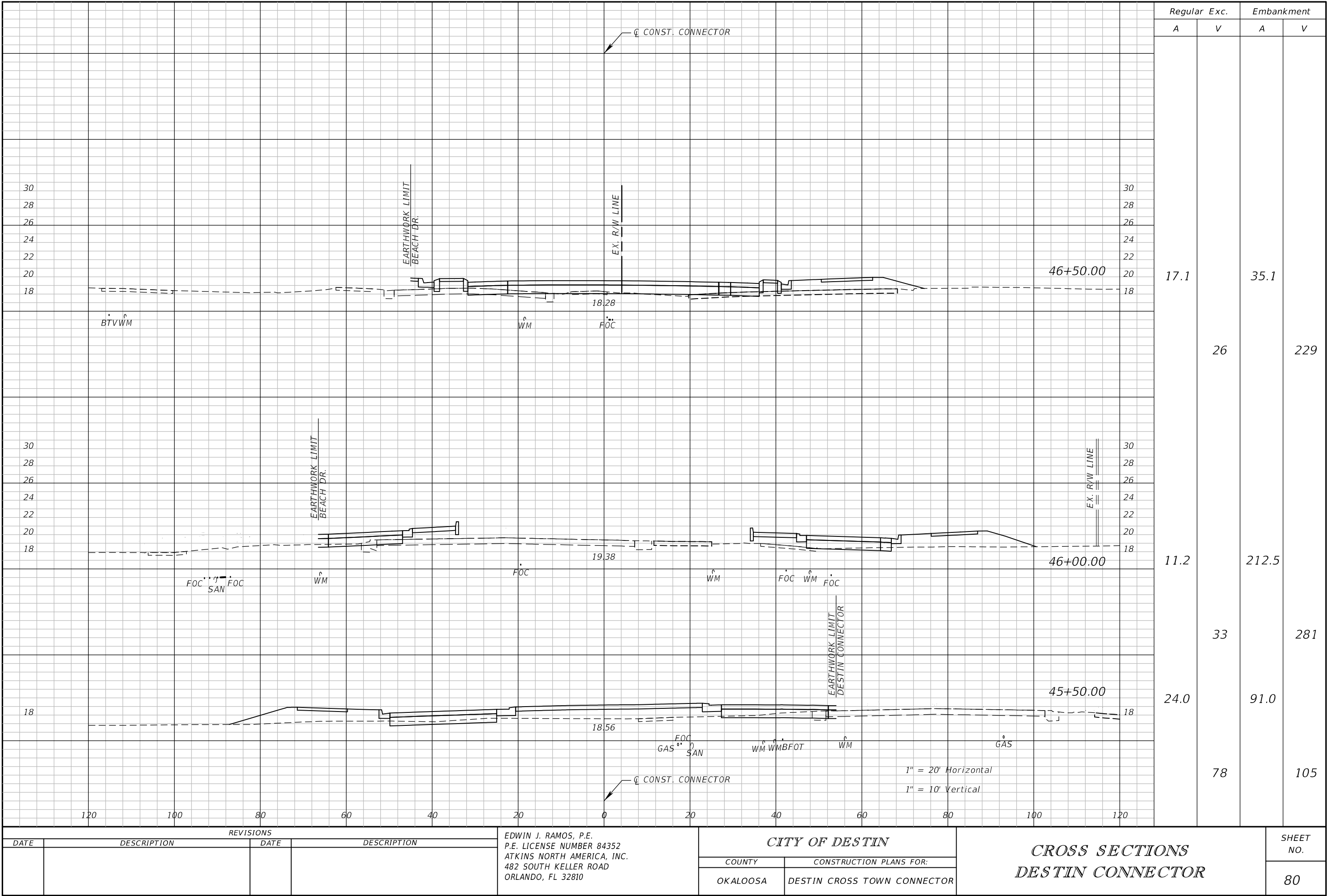
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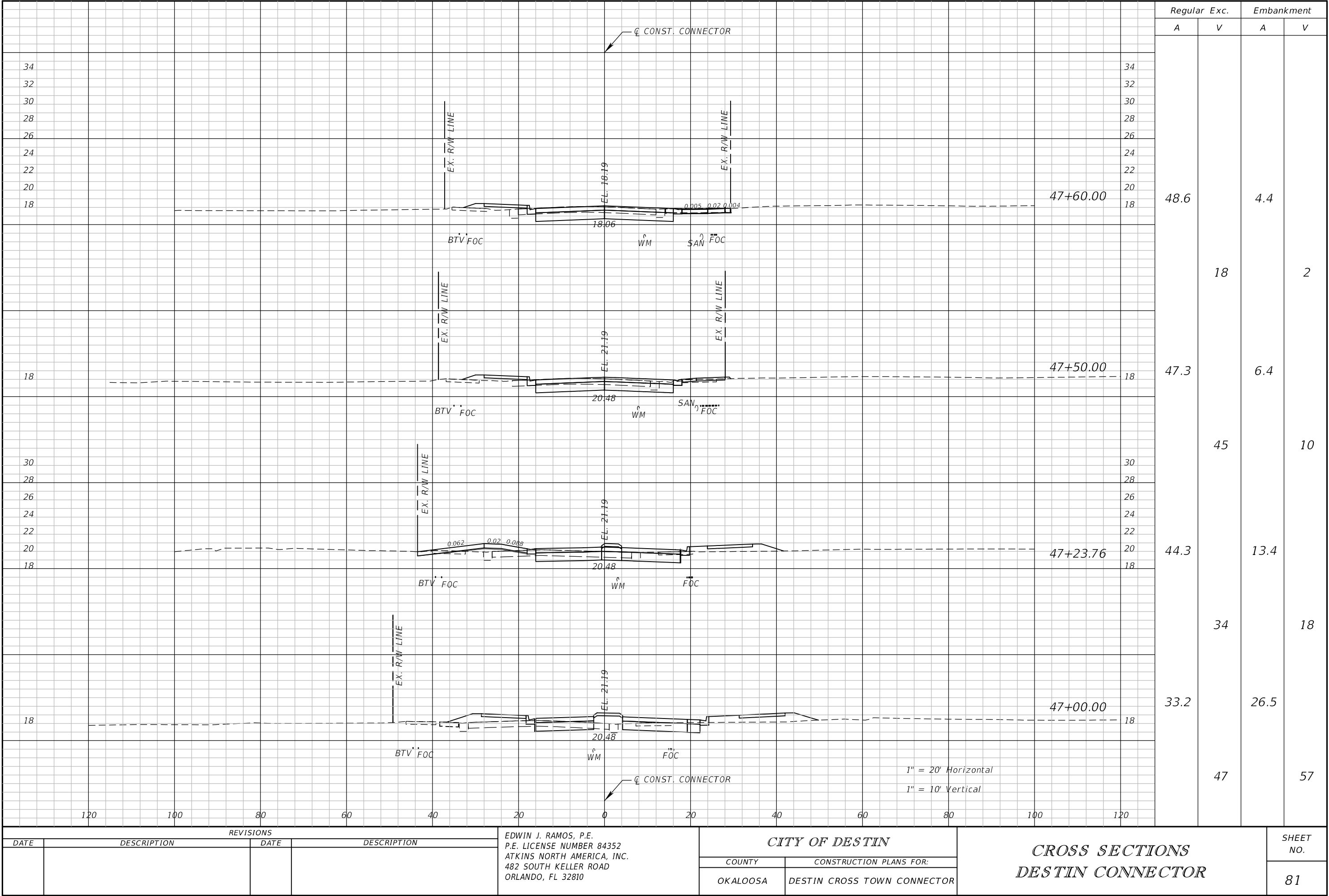
Regular		Exc.	Embankment	
A		V	A	V
59.8			21.9	
		131		22
82.2			2.4	
		182		2
114.3			0.0	
		216		0
119.4			0.0	
		212		0

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DATE	DESCRIPTION	DATE	DESCRIPTION					COUNTY
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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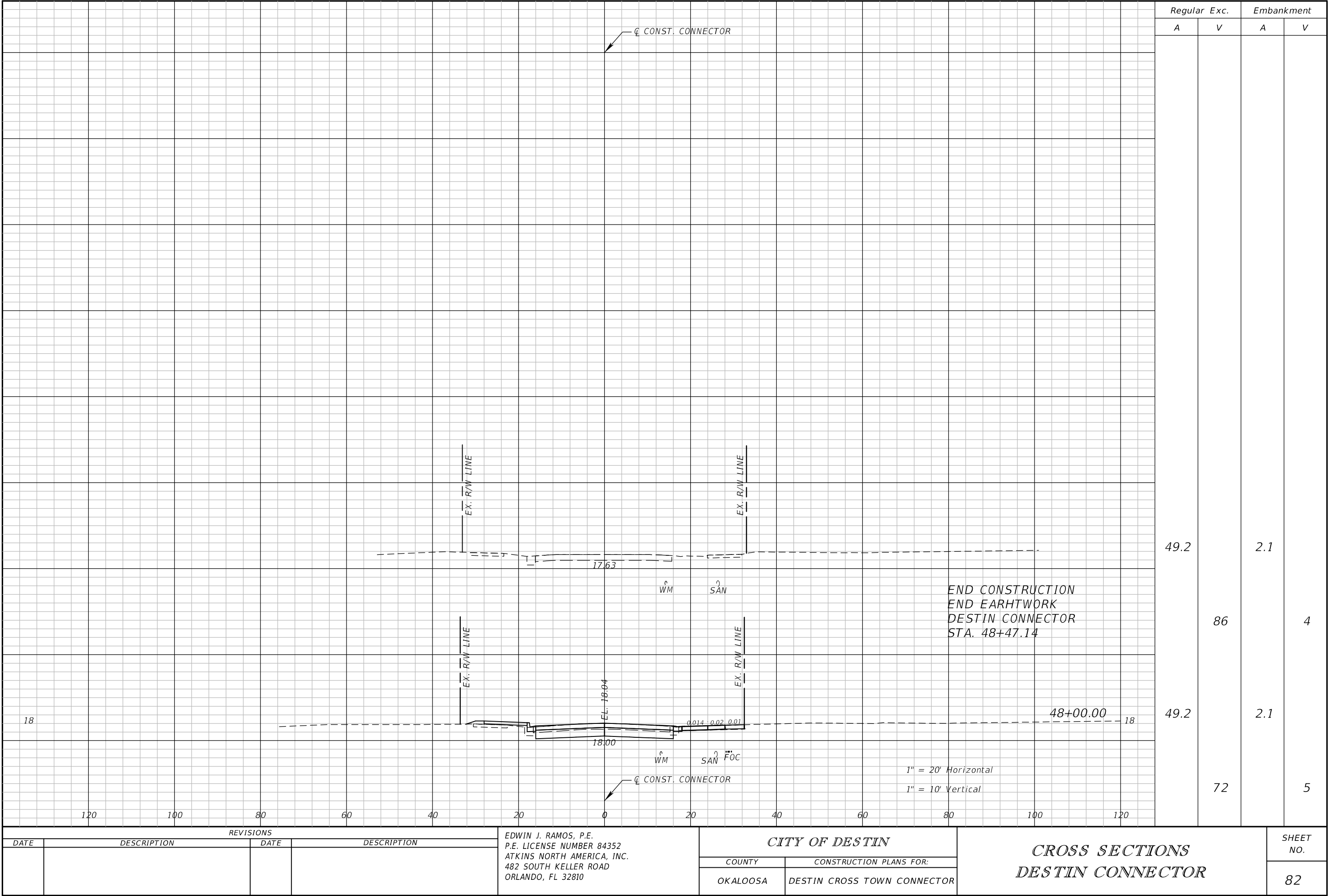


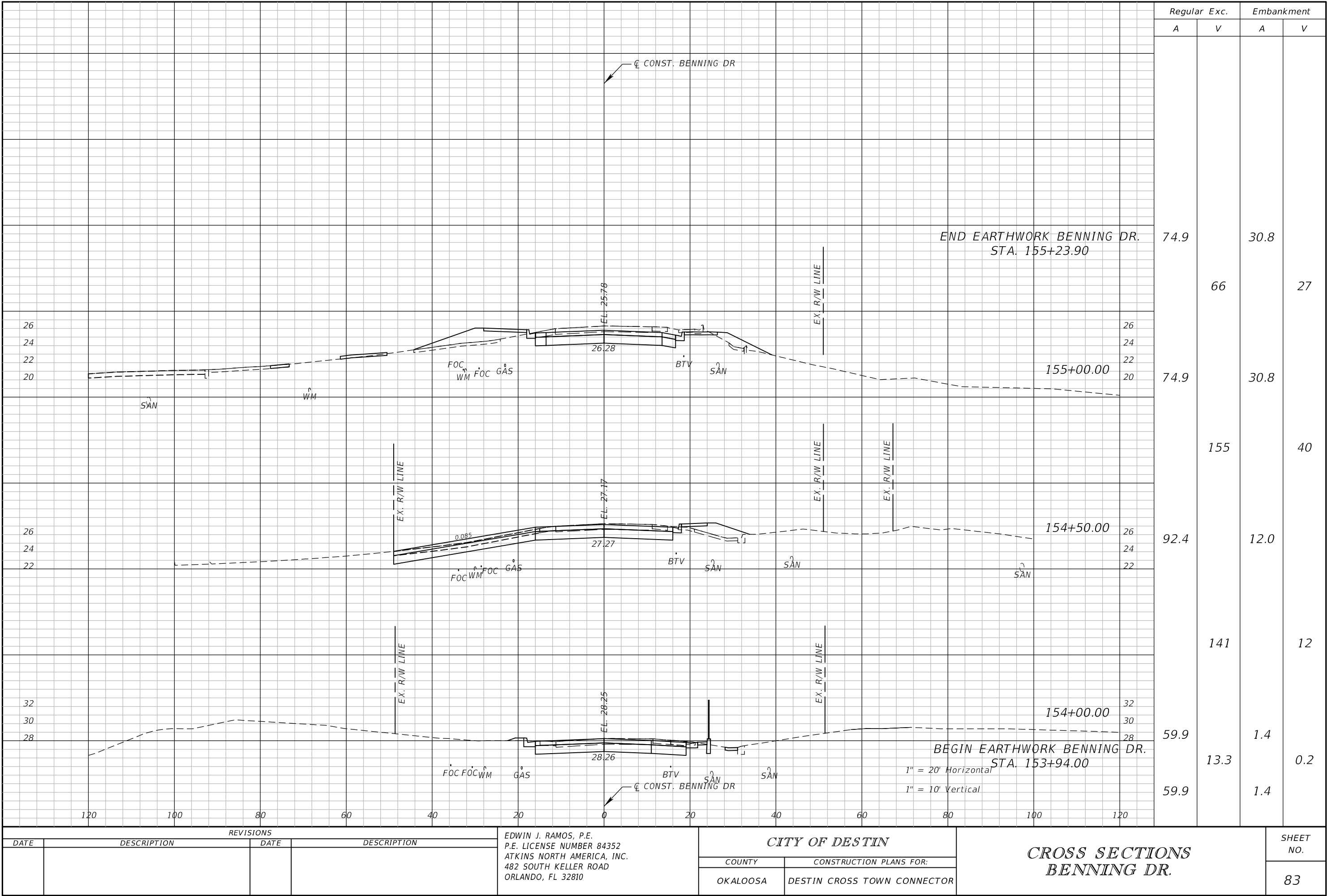
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:			
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR			81

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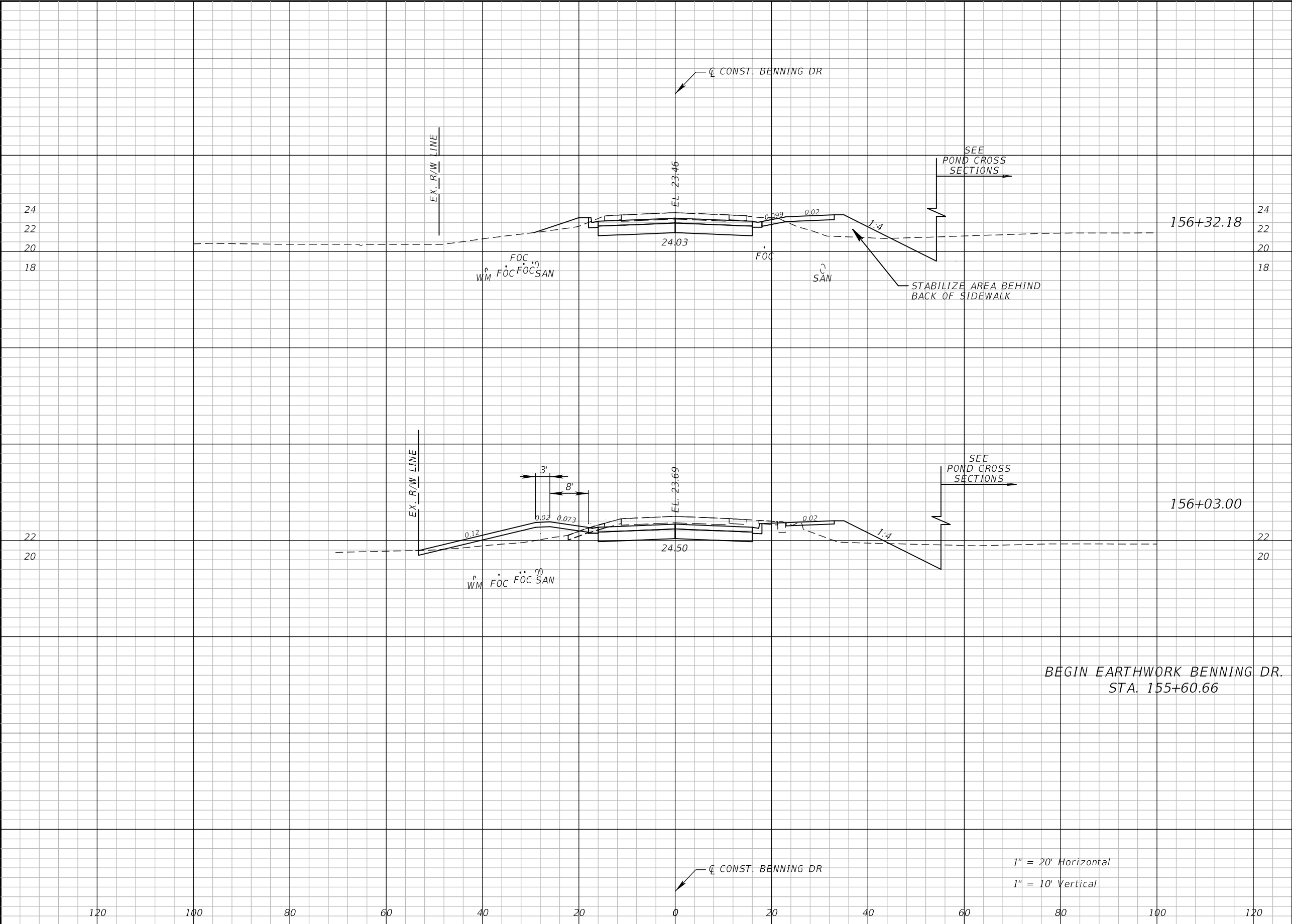
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BENNING DR.		SHEET NO.
		83

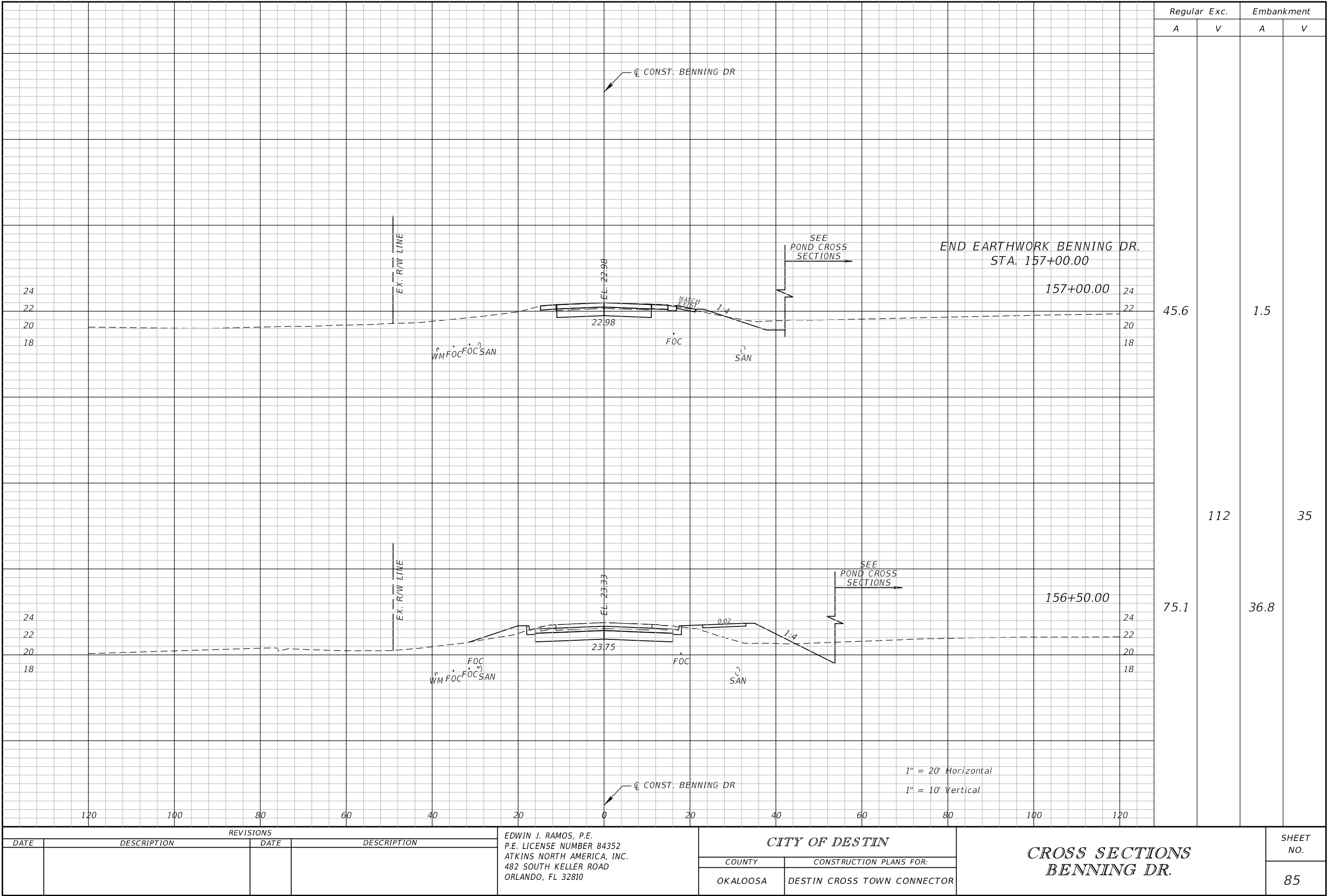
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Regular		Exc.	Embankment	
A		V	A	V
84.1		53	31.5	23
93.0		96	43.8	41
93.0		145.8	43.8	67
156+32.18				
156+03.00				
BEGIN EARTHWORK BENNING DR. STA. 155+60.66				

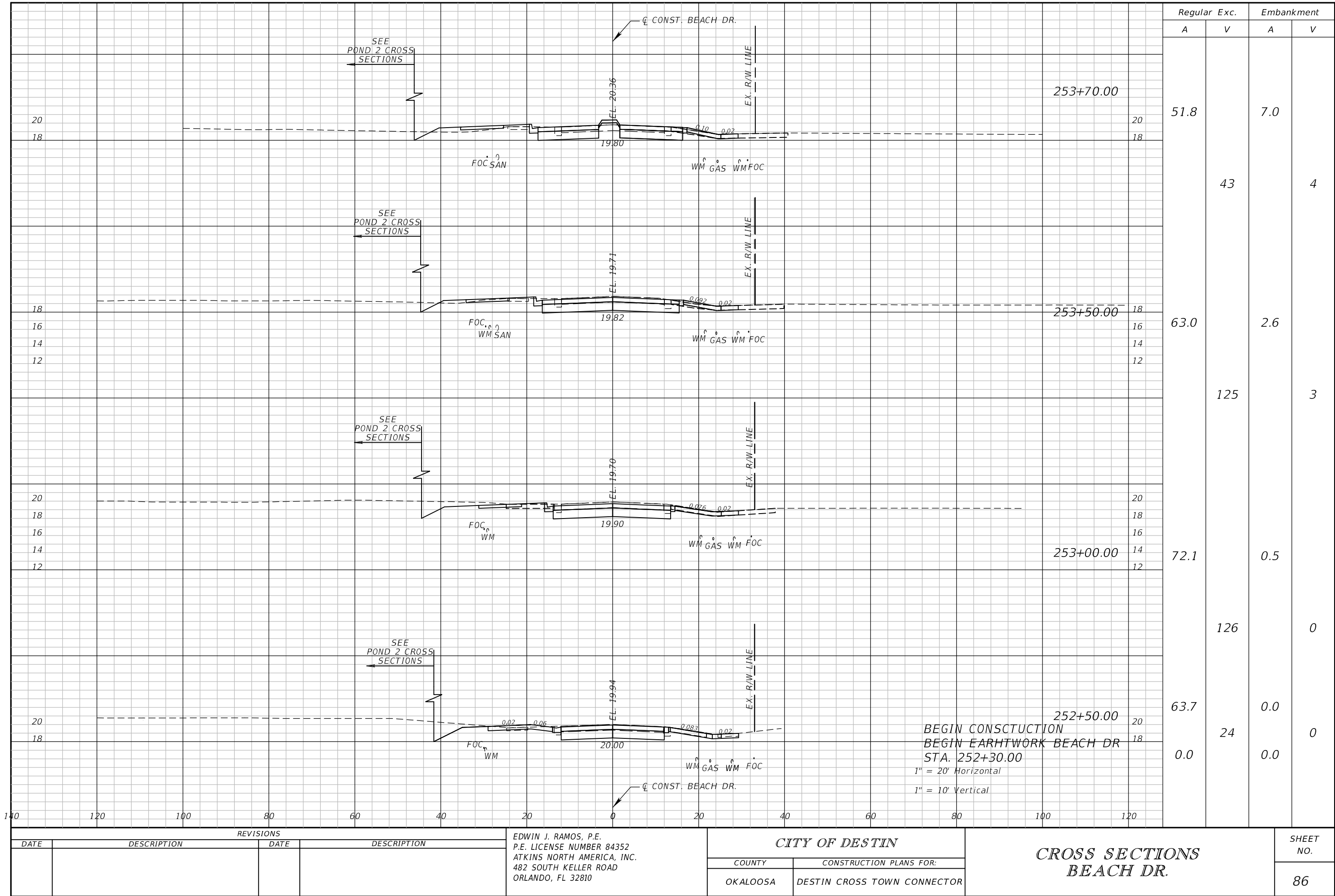
REVISIONS				CITY OF DESTIN		CROSS SECTIONS BENNING DR.		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
				COUNTY	CONSTRUCTION PLANS FOR:			
				OKALOOSA	DESTIN CROSS TOWN CONNECTOR			84

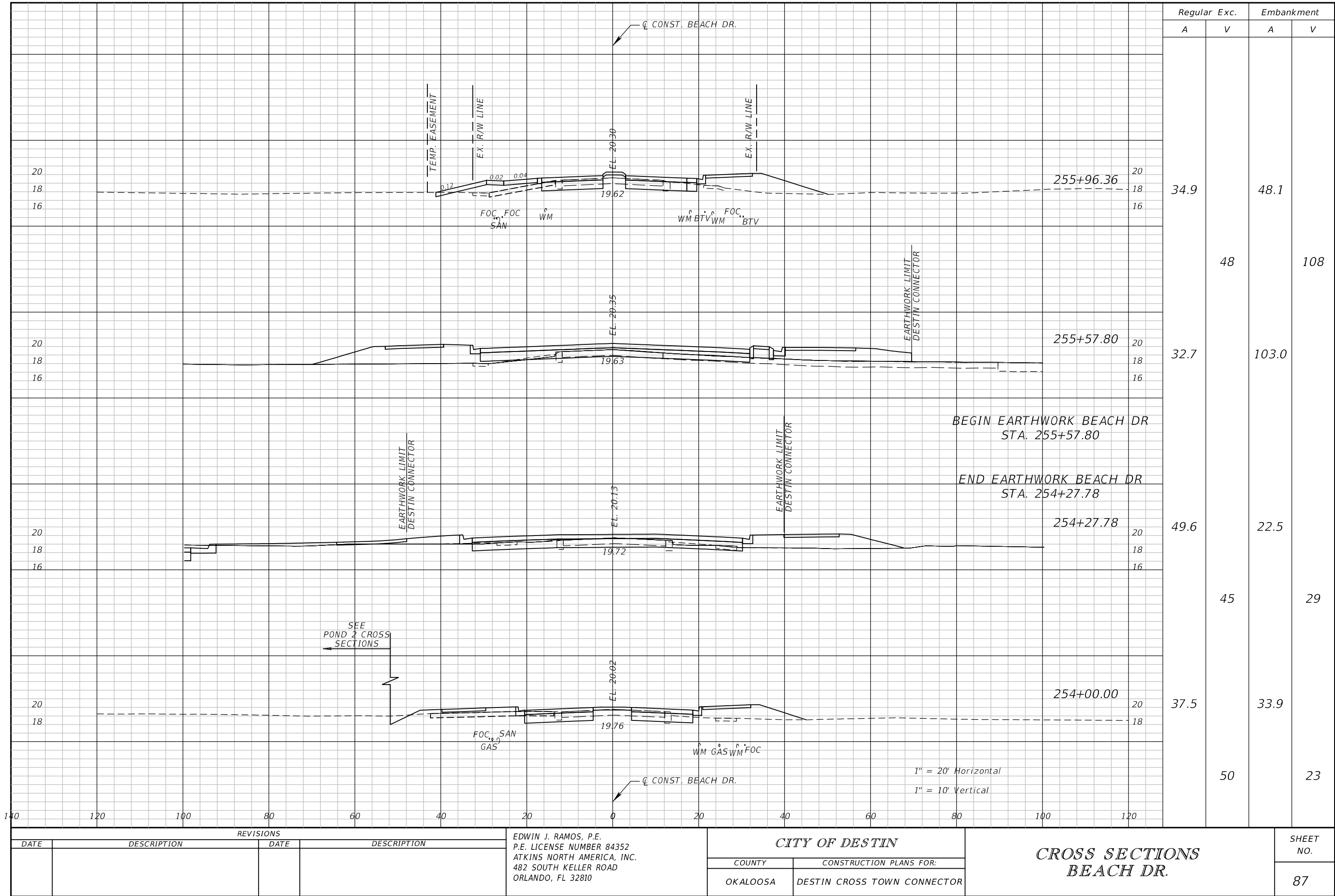
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		85

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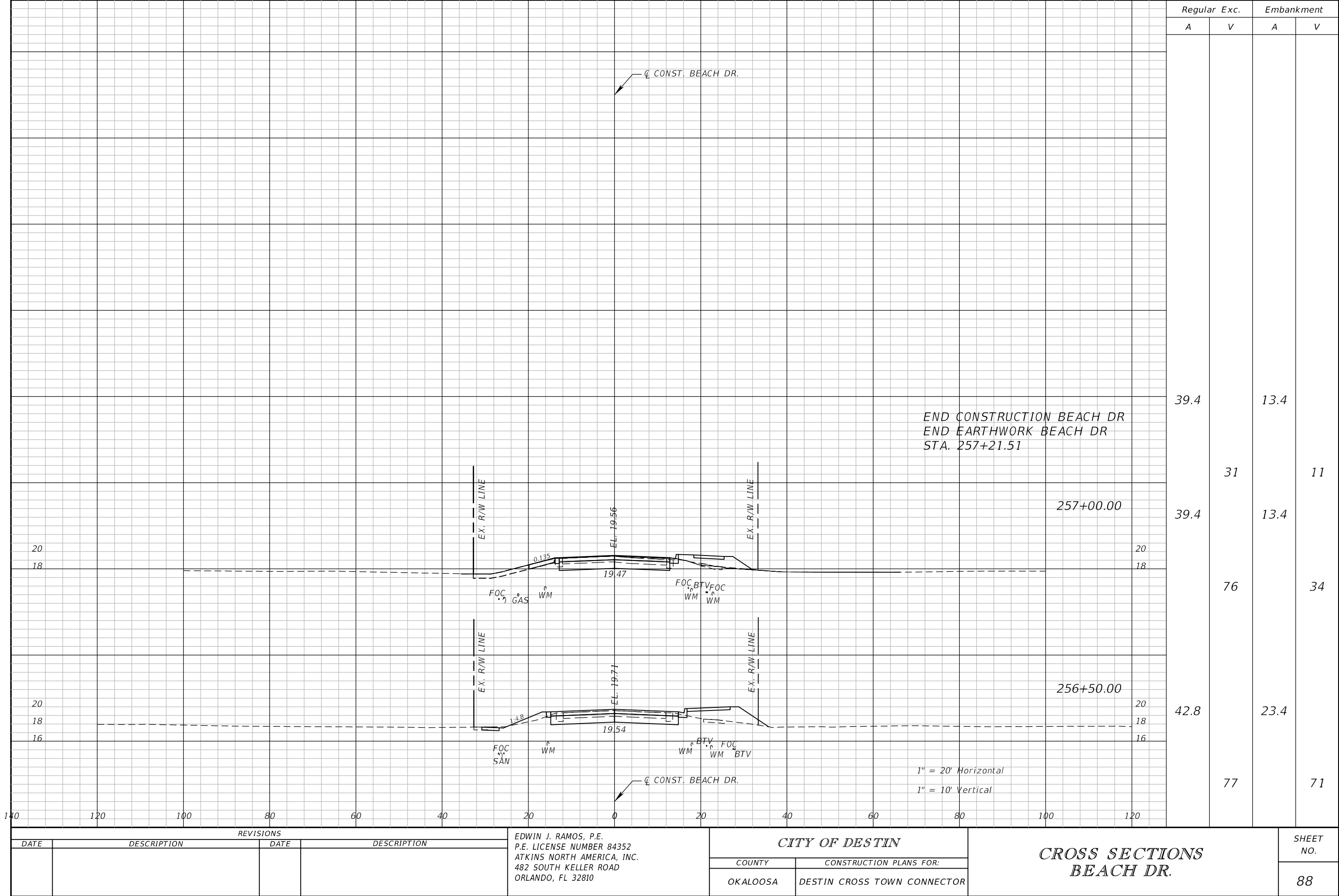
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DATE	DESCRIPTION	DATE	DESCRIPTION

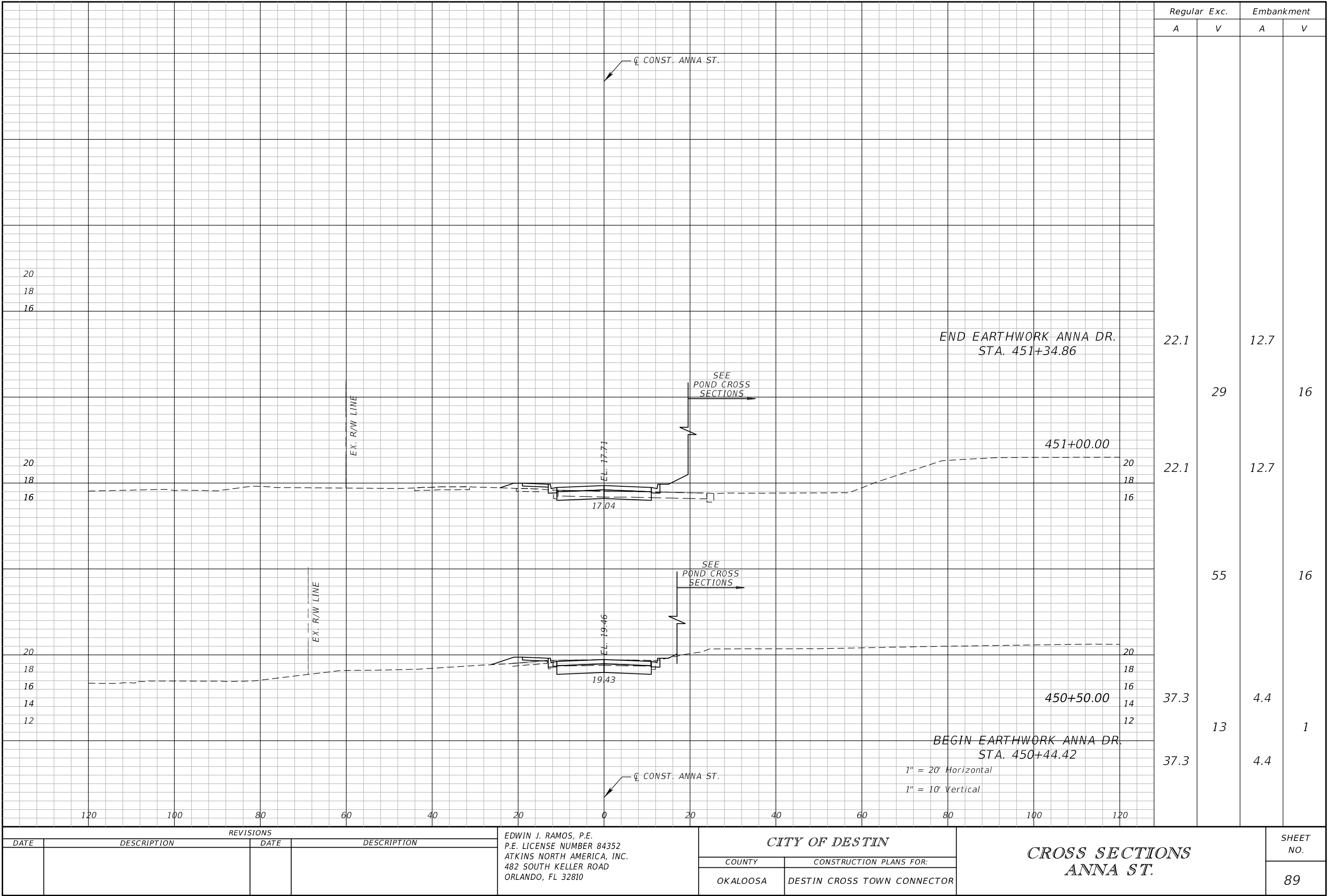
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ORLANDO, FL 32810

CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

CROSS SECTIONS BEACH DR.	
SHEET NO.	
87	

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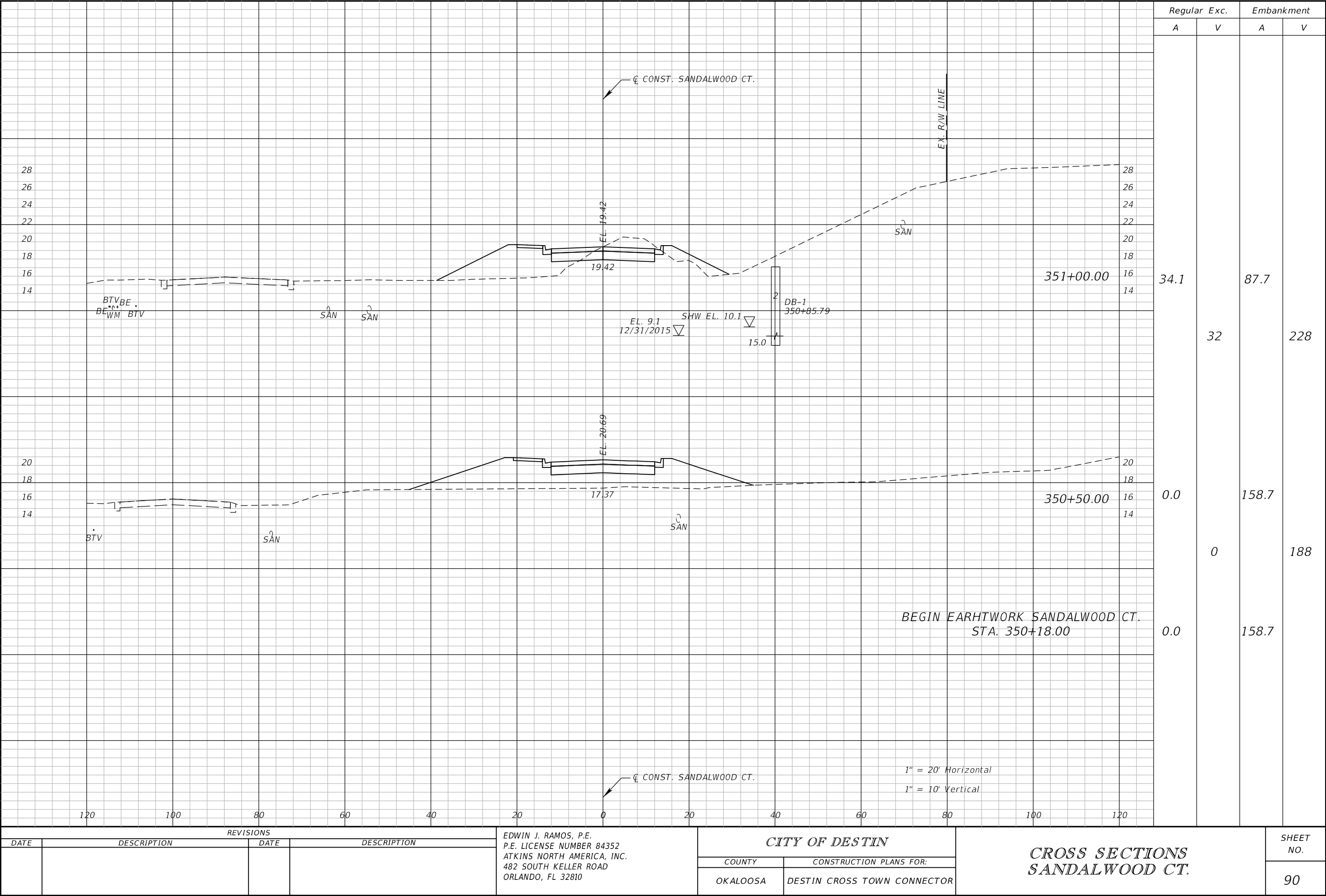
REVISIONS			
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CITY OF DESTIN	
COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

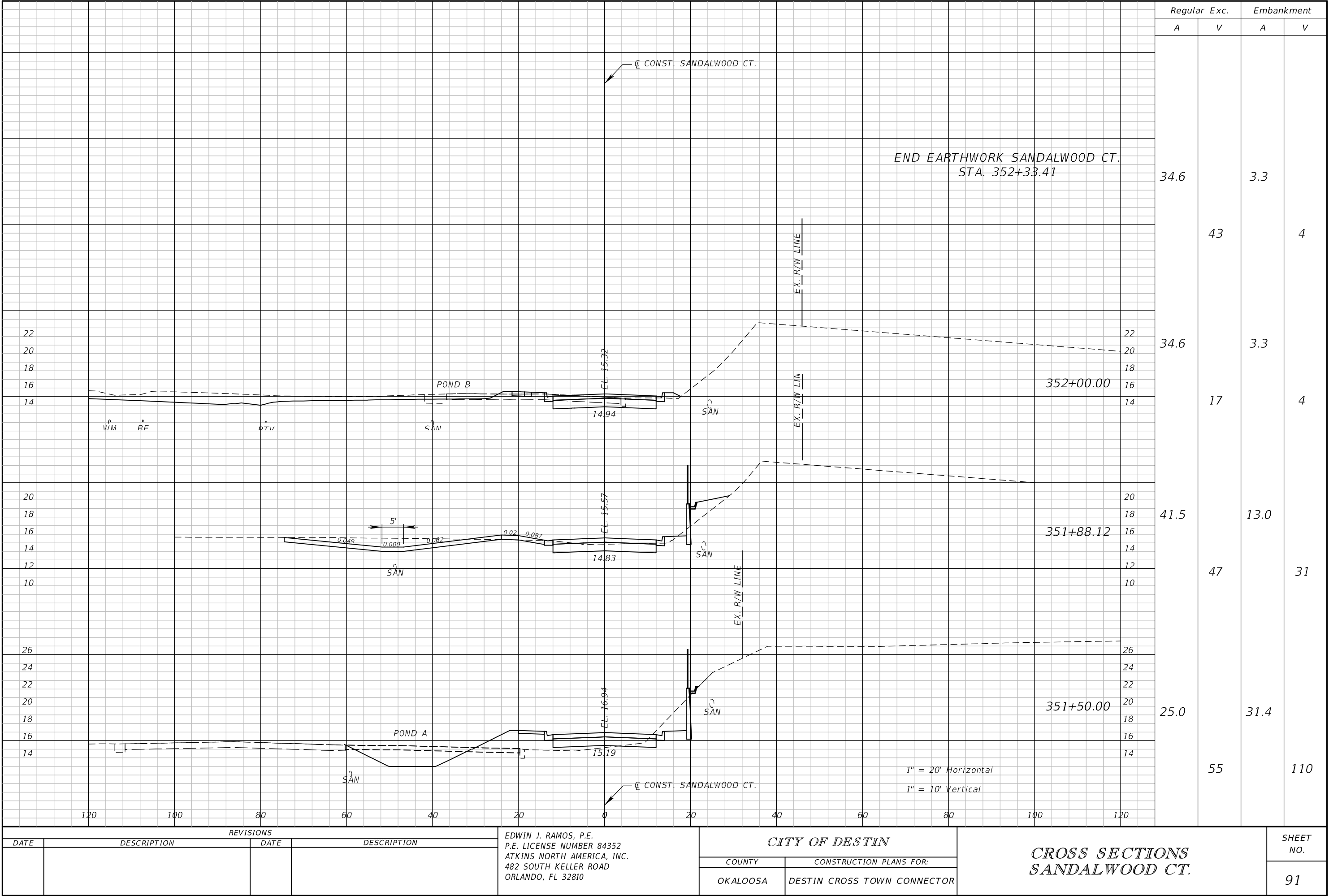
CROSS SECTIONS ANNA ST.	
SHEET NO.	
89	

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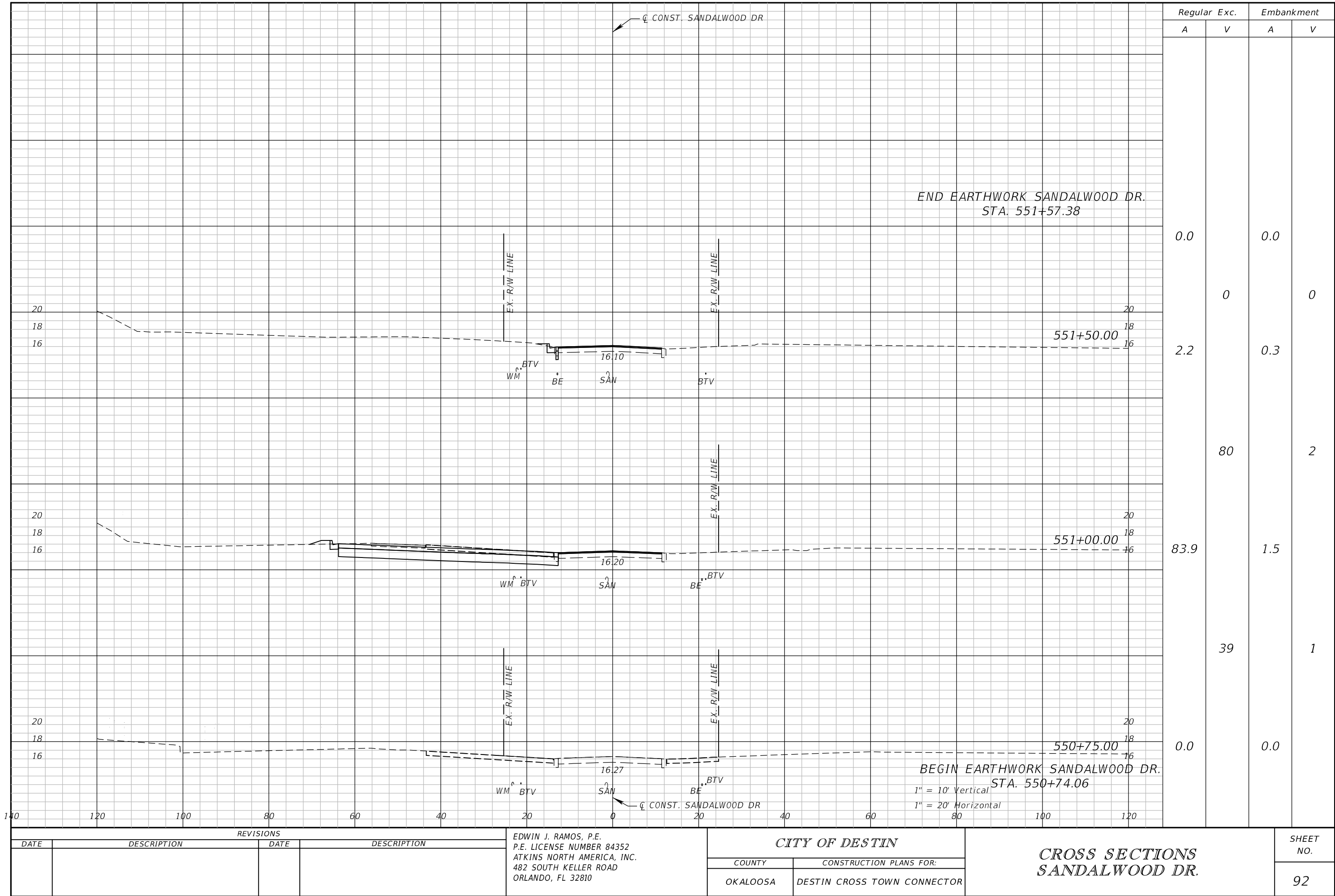


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DATE		DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:			90
				OKALOOSA	DESTIN CROSS TOWN CONNECTOR			

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THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE STANDARD PLANS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE DESTIN CROSS TOWN CONNECTOR PROJECT IS LOCATED IN THE CITY OF DESTIN IN OKALOOSA COUNTY, FLORIDA. THE PROJECT INCLUDES APPROXIMATELY 1500 LINEAR FEET OF ROADWAY THAT WILL CONNECT AZALEA DRIVE WITH LEGION DRIVE. THE PROPOSED IMPROVMENTS INCLUDE 11' TRAVEL LANES WITH A 1' SHOULDER AND A 10' SHARED USE PATH.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS A SEQUENCE IS PROPOSED THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, EARTHWORK FOR POND CONSTRUCTION AND STORM DRAIN CONSTRUCTION FOR POND INFLOWS.
2. STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.
3. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, GRAVITY WALL, CURB, SUBGRADE, BASE, PAVEMENT, AND SIDEWALK.

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 10.03 ACRES.
TOTAL AREA TO BE DISTURBED: 10.03 ACRES

1.0. RUNOFF DATA:
RUNOFF COEFFICIENTS:
BEFORE: 0.45
DURING: VARIES FROM 0.45 TO 0.60
AFTER: 0.60

SOILS DATA: THE RESULTS OF THE SOIL BORINGS ALONG THE ROADWAY ARE SHOWN IN THE ROADWAY SOIL SURVEY SHEETS. THE RESULTS OF SOIL BORINGS DONE IN THE PONDS ARE SHOWN ON THE POND DETAIL SHEETS. THE NUMBERS FOR THESE ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS. IN GENERAL, THE PROJECT AREA CONSISTS OF SANDY SOILS.

OUTFALL INFORMATION:
THERE ARE NO OUTFALLS.

I.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

- * DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS.
- * APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.
- * AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, THE CROSS SECTION SHEETS, AND THE POND DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.
- * AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.
- * LOCATIONS OF TEMPORARY CONTROLS: THESE ARE SHOWN ON THE EROSION CONTROL SHEETS. TABLES PROVIDING SUMMARIES OF TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS ARE PROVIDED IN THE SUMMARY OF QUANTITIES SHEETS.
- * LOCATIONS OF PERMANENT CONTROLS: THE STORMWATER PONDS, HPTRM AND OUTFALL RIPRAP ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS. THESE ARE SHOWN ON THE POND DETAIL SHEETS.
- * AREAS TO BE STABILIZED: TEMPORARY STABILIZATION PRACTICES ARE SHOWN IN THE SAME LOCATION AS THE TEMPORARY CONTROLS MENTIONED ABOVE. PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, THE PLAN-PROFILE SHEETS AND THE POND DETAIL SHEETS.

1.F. RECEIVING WATERS:

THERE ARE NO RECEIVING WATER BODIES OR WETLAND AREAS ON THE PROJECT SITE.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATIONS, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

A DESCRIPTION OF EACH PHASE OF THE TEMPORARY TRAFFIC CONTROL IS PROVIDED IN THE TTCP PLAN GENERAL NOTES SHEET.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- * ARTIFICIALCOVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- * TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

- * ASPHALT OR CONCRETE SURFACE.
- * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

- * SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN SPECIFICATION SECTION 104, AND FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.
- * INLET PROTECTION IN ACCORDANCE WITH FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.
- * SEDIMENT CONTAINMENT SYSTEM: THE PERMANENT STORMWATER PONDS WILL BE TEMPORARILY MODIFIED ACCORDING TO THE DETAILS IN THE TTC PLAN.

PERMANENT:

- * STORMWATER PONDS
- * SOD
- *RIPRAP

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DATE	DESCRIPTION	DATE	DESCRIPTION					
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		93

2.B STORMWATER MANAGEMENT:

STORM DRAIN SYSTEMS WILL BE CONSTRUCTED TO CONVEY RUNOFF TO TWO (2) STORMWATER RETENTION PONDS. THE FACILITIES ARE PENDING PERMITS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AND THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT (NWFWMD).

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
- * DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
- * DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. INCLUDE IN THE PROPOSED METHODS AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

- * COVERING LOADED HAUL TRUCKS WITH TARPAULINS.
- * REMOVING EXCESS DIRT FROM ROADS DAILY.
- * STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO THE FDEP EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL.
- * USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SPECIFICATION SECTION 104, EROSION CONTROL PLAN, DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 982 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

- * FDEP RULE CHAPTER 62-25 F.A.C.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

- * SILT FENCE: MAINTAIN PER SPECIFICATION SECTION 104. ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.
- * SEDIMENT BARRIERS: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.
- * PONDS ONE AND TWO: THE PONDS ARE TEMPORARY SEDIMENT BASINS UNTIL THE AREAS THAT DRAIN TO THEM ARE STABILIZED, SO UNTIL THEN, REMOVE SEDIMENT FROM THE POND WHEN IT BECOMES 1.5' DEEP AT ANY POINT.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER.

TO COMPLY, INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, CONDUCT INSPECTIONS AT LEAST ONCE EVERY MONTH. ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

- * POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
- * POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.
- * DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
- * AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
- * STRUCTURAL CONTROLS.
- * STORMWATER MANAGEMENT SYSTEMS.
- * LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

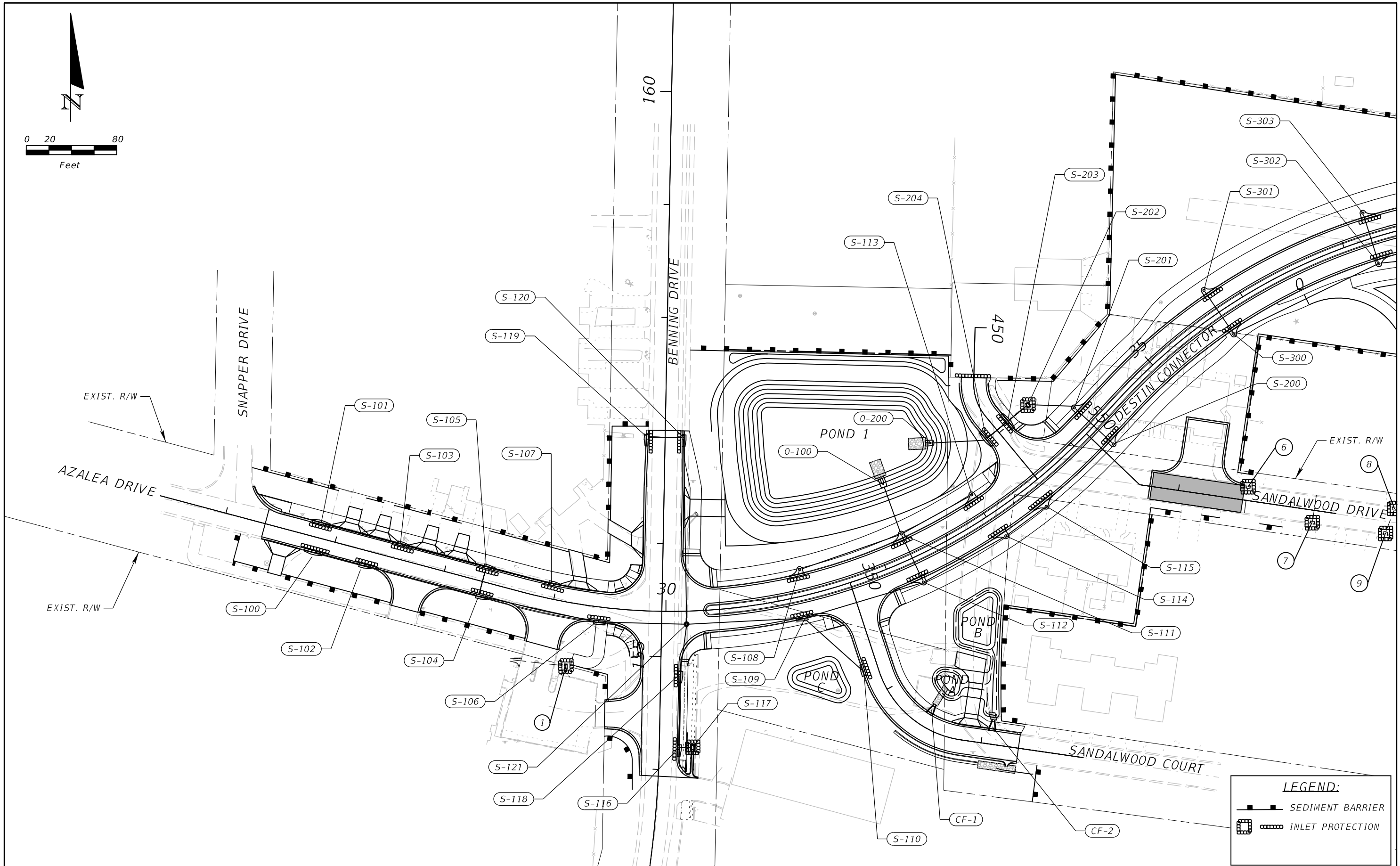
INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

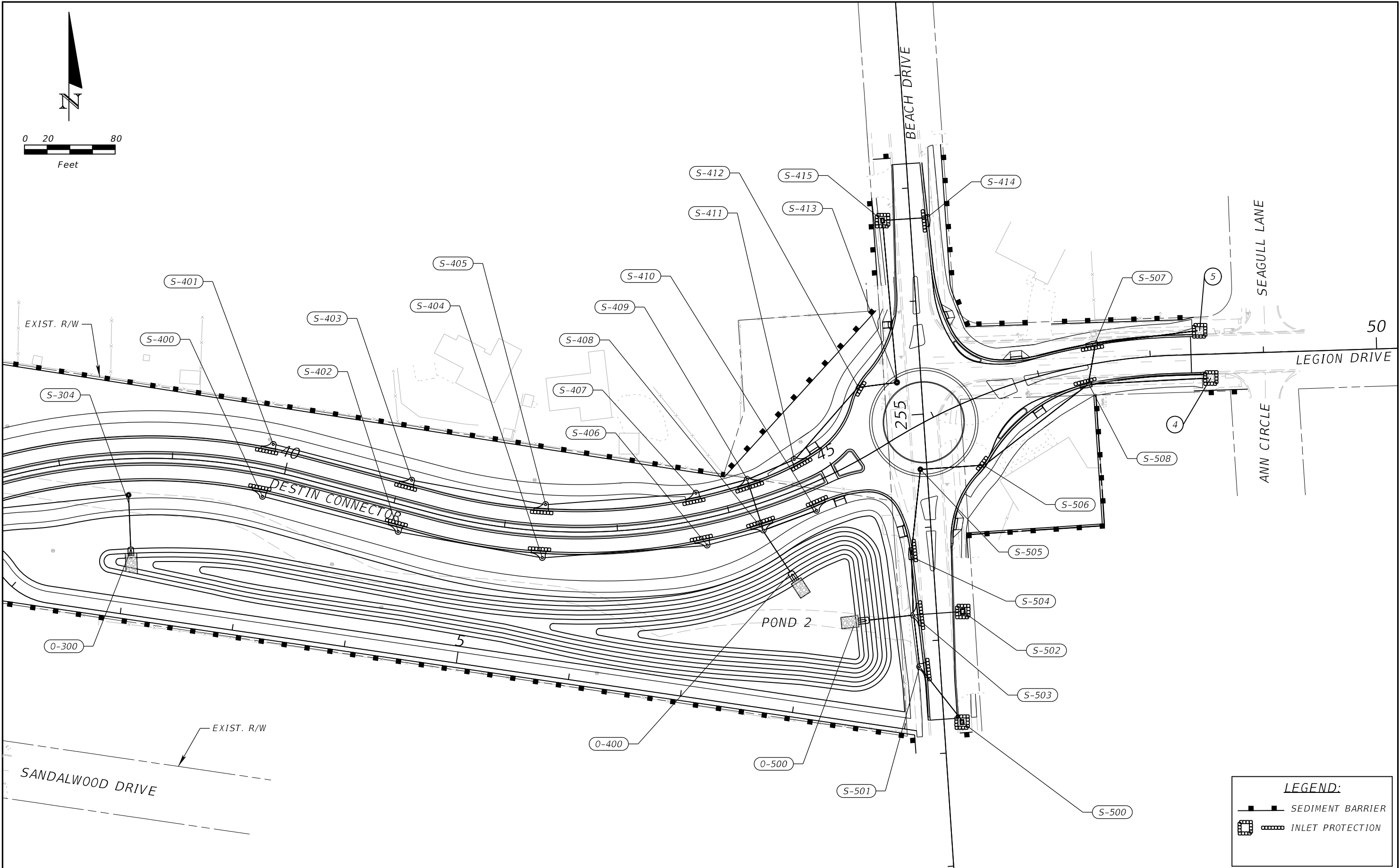
IN THE SPECIFICATION SECTION 104 EROSION CONTROL PLAN, IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT THE NWFWMD AT (800) 913-1518.

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DATE	DESCRIPTION	DATE	DESCRIPTION					
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		94



REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		EROSION AND SEDIMENT CONTROL PLAN (1/2)	SHEET NO. 95
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH PROJECT PLANS, THE CURRENT EDITION OF THE FDOT STANDARD PLANS INDEX 102-100, 102-120 AND 102-600 SERIES, THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
2. ANY ADDITIONAL INTERRUPTIONS TO NORMAL TRAFFIC PATTERNS, WHICH ARE NOT SHOWN IN THE TRAFFIC CONTROL PLAN, BUT ARE NECESSARY TO CONSTRUCT THE PROJECT SHALL BE SUBMITTED IN WRITING TO THE PROJECT ADMINISTRATOR AND APPROVAL SHALL BE OBTAINED PRIOR TO THE COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA AND SHALL BE SIGNED AND SEALED BY A FL REGISTERED ENGINEER.
3. CONTRACTOR SHALL MAINTAIN AND KEEP SIDE ROAD NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
4. ACCESS TO ALL SIDE ROADS AND DRIVEWAYS WILL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES.
5. ALL DROP-OFF CONDITIONS WITHIN THE PROJECT LIMITS WILL BE MITIGATED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600.
6. BENNING DRIVE POSTED SPEED LIMIT: 30 MPH
BEACH DRIVE POSTED SPEED LIMIT: 30 MPH
ALL OTHER ROADS THE POSTED SPEED SHALL NOT BE LOWER THAN 20 MPH.
7. CONTRACTOR IS ADVISED TO STUDY THE PROPOSED DRAINAGE PLAN PRIOR TO CONSTRUCTION AND CONSTRUCT ALL DRAINAGE NECESSARY ON SIDE ROADS USING FDOT STANDARD PLANS INDEX 102-603 FOR LANE CLOSURES TO ENSURE POSITIVE DRAINAGE OF THE PROJECT. IF INLETS OR STRUCTURES PROTRUDE 6 INCHES OR MORE FROM THE GRADE WITHIN THE CLEAR ZONE THE CONTRACTOR SHOULD PLACE DRUMS OR BARRIER WALL AS REQUIRED.
8. PLACE PORTABLE CHANGABLE MESSAGE SIGNS ON BENNING DRIVE AND BEACH DRIVE 14 DAYS PRIOR TO CONSTRUCTION.

PORTABLE CHANGEABLE MESSAGE SIGN #1:

BENNING STARTS
ROAD MM/DD
CONST.

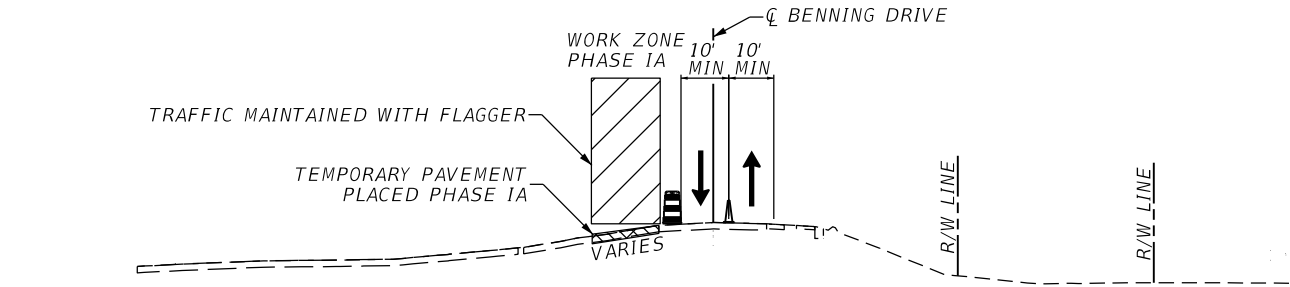
PORTABLE CHANGEABLE MESSAGE SIGN #2:

BEACH STARTS
ROAD MM/DD
CONST.

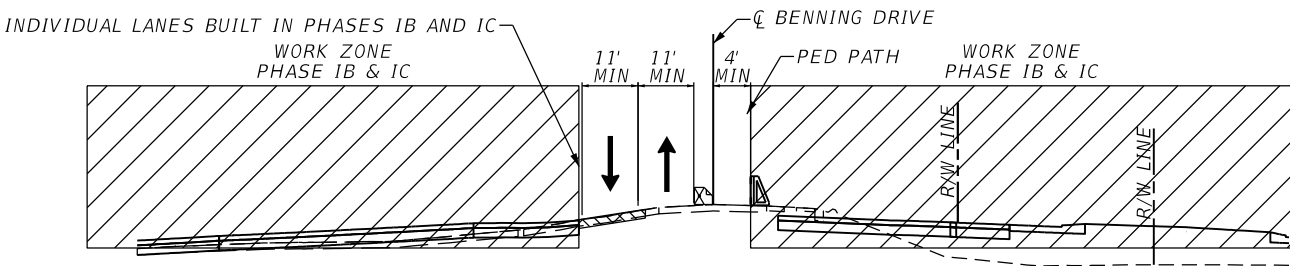
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLANS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					97
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

CONSTRUCTION PHASING NOTES:

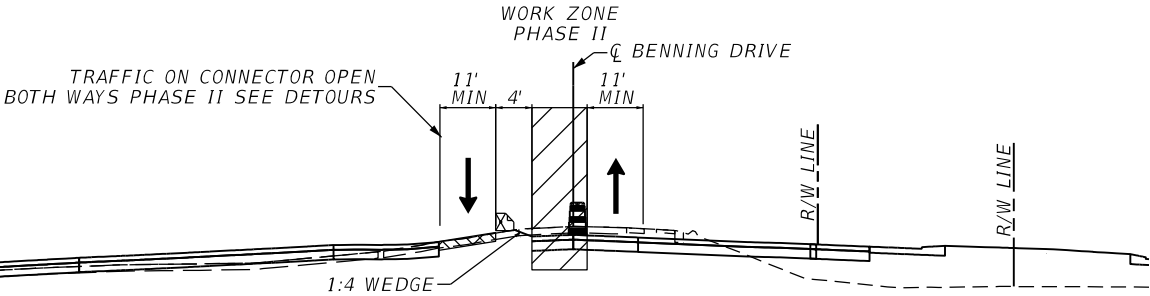
BENNING DRIVE PHASE IA



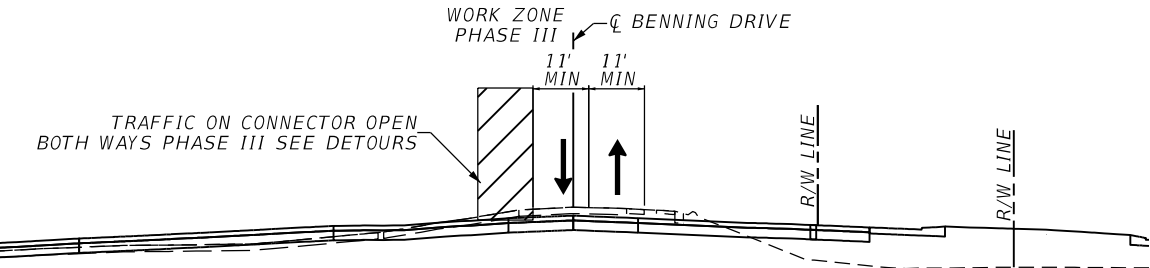
BENNING DRIVE PHASE IB & IC



BENNING DRIVE PHASE II



BENNING DRIVE PHASE III



BENNING DRIVE PHASE IA

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO AZALEA DRIVE, LEGION DRIVE, SEA HILLS DRIVE AND MOUNTAIN DRIVE AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS.
6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IA TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION AS REQUIRED.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE IB & IC

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. SHIFT TRAFFIC ACCORDING TO PHASE IB & IC PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE IB & IC DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
4. MAINTAIN ACCESS TO MALTEZOS STREET, LEGION DRIVE AND SEAHILLS DRIVE AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS.
5. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IB & IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660. ADJUST PEDESTRIAN PATH TO FINISH CONSTRUCTION.
7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE II

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS FROM AZALEA DRIVE AND SEA HILLS DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BENNING DRIVE PHASE III

1. PLACE/MODIFY ADVANCE WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. DETOUR AZALEA DRIVE TRAFFIC ACCORDING TO PHASE III DETOUR PLAN. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO AND FROM ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BENNING DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

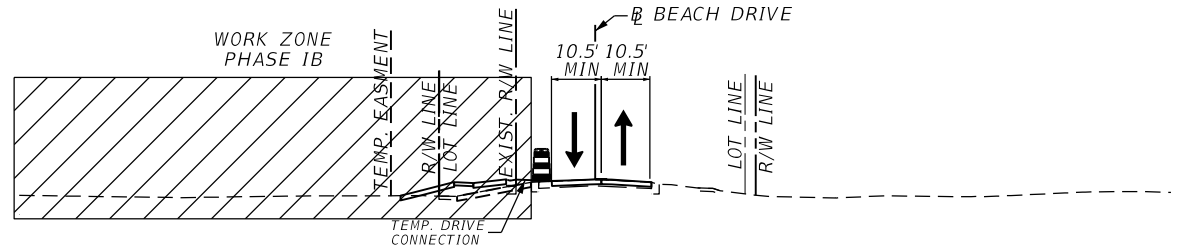
BENNING DRIVE PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

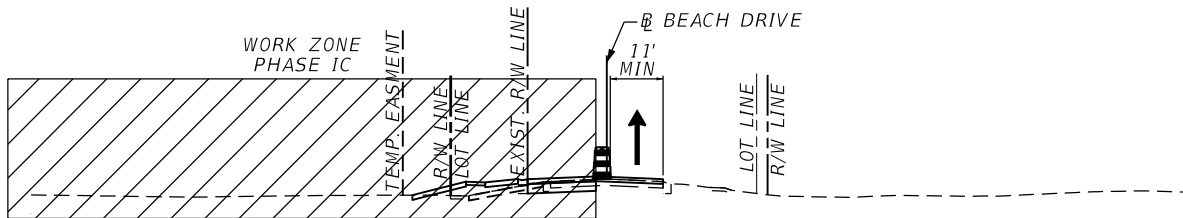
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		98

CONSTRUCTION PHASING NOTES:

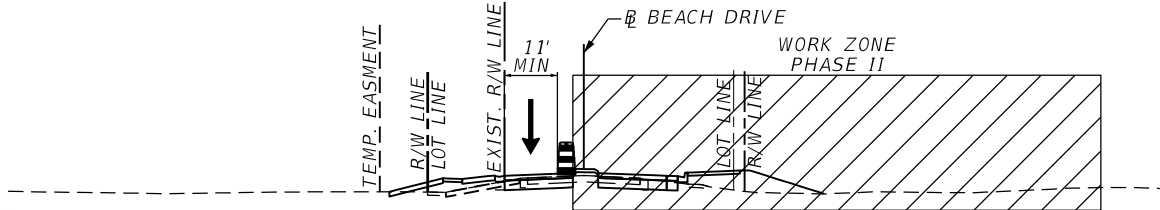
BEACH DRIVE PHASE IB



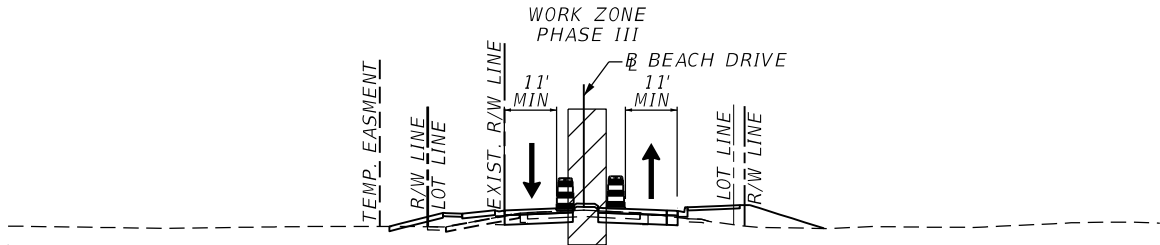
BEACH DRIVE PHASE IC



BEACH DRIVE PHASE II



BEACH DRIVE PHASE III



BEACH DRIVE PHASE IB

1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602 WITH LANE CLOSURES TO SHIFT TRAFFIC. PLACE PAVEMENT MARKINGS AND SHIFT TRAFFIC.
4. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
5. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
6. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
7. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

BEACH DRIVE PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. MAINTAIN ONE-LANE, NORTH BOUND TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE II

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. DETOUR LEGION DRIVE TRAFFIC ACCORDING TO PHASE II DETOUR PLAN. MAINTAIN ONE-LANE, SOUTH BOUND TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD COURT AND BENT ARROW DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG BEACH DRIVE AND LEGION DRIVE AS SHOWN ON THE PHASE II PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. MAINTAIN PEDESTRIAN TRAFFIC USING FDOT STANDARD PLANS INDEX 102-660.
6. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

BEACH DRIVE PHASE III

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE III PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO LEGION DRIVE, SANDALWOOD DRIVE AND BENT ARROW DRIVE AS SHOWN ON THE PHASE III TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY AND CURB & GUTTER ALONG BEACH DRIVE AS SHOWN ON THE PHASE III PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

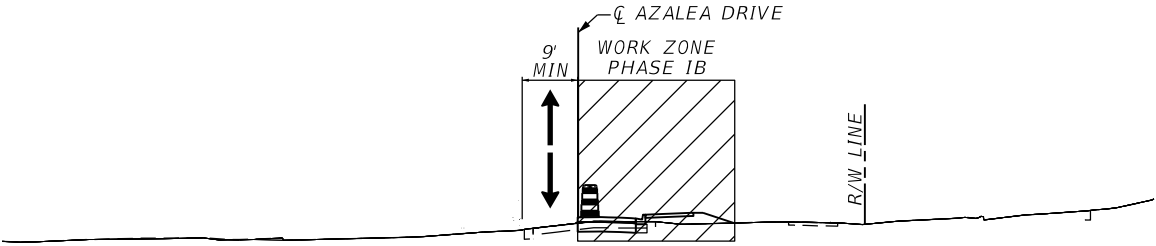
BEACH DRIVE PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603. USE FLAGGING OPERATION OR NIGHT TIME DETOURS AS NEEDED.

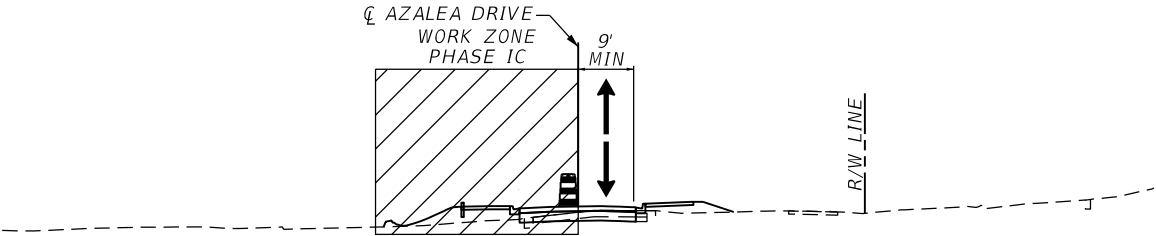
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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		99

CONSTRUCTION PHASING NOTES:

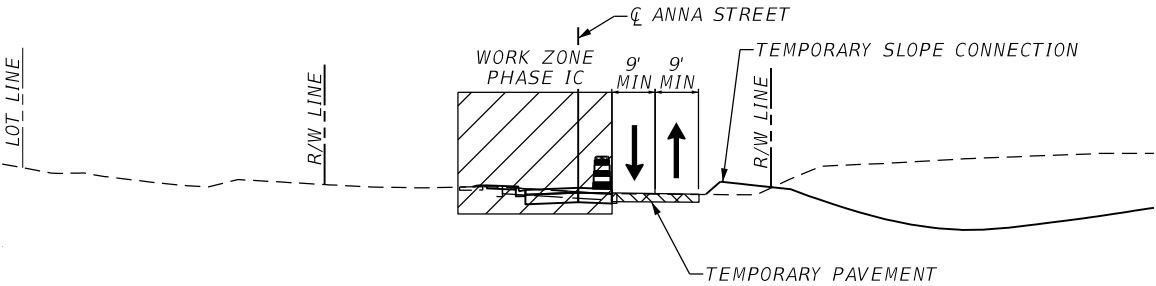
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB



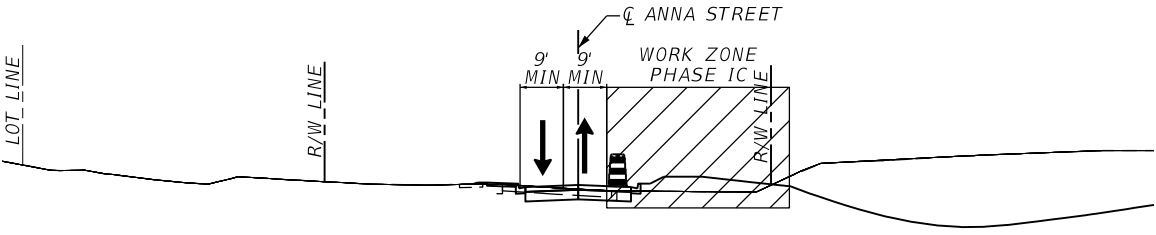
AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC



ANNA STREET PHASE IB



ANNA STREET PHASE IC



AZALEA DRIVE (DESTIN CONNECTOR) PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE EXISTING FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IB PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO ANNA STREET, SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES ALONG AZALEA DRIVE (DESTIN CONNECTOR) AS SHOWN ON THE PHASE IC PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

AZALEA DRIVE (DESTIN CONNECTOR) PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

ANNA STREET PHASE IB

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IB PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT.
4. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
6. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IB TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.

ANNA STREET PHASE IC

1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
2. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN TWO-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES.
3. MAINTAIN ACCESS TO SANDALWOOD DRIVE AND SANDALWOOD COURT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.
5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.

ANNA STREET PHASE IV

1. PLACE FRICTION COURSE, FINAL PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		100

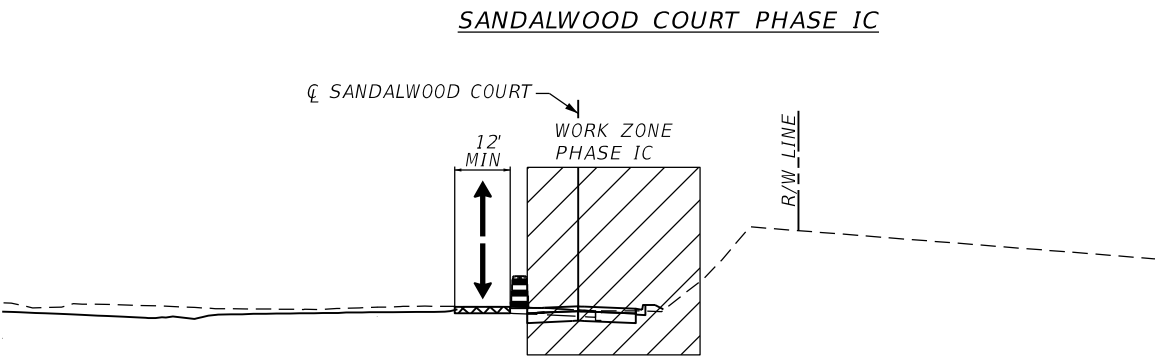
CONSTRUCTION PHASING NOTES:

SANDALWOOD COURT PHASE IB

- 1. CONSTRUCT AREA WEST OUTSIDE THE ROADWAY.

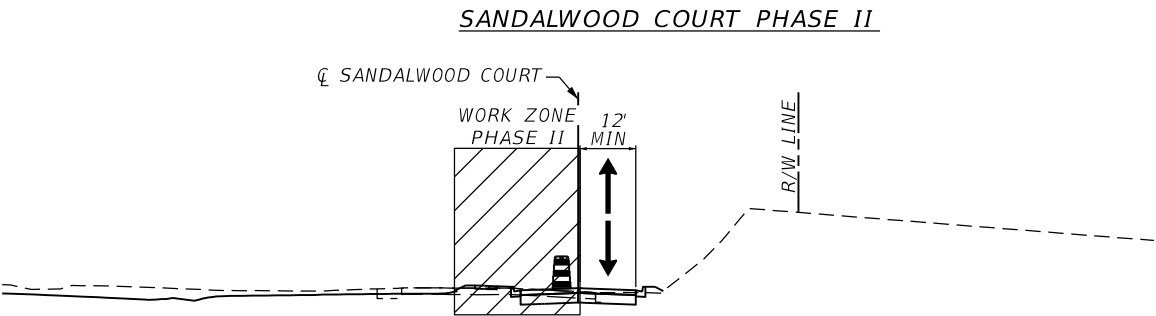
SANDALWOOD COURT PHASE IC

- 1. INSTALL ADVANCED WARNING SIGNS AT BEGIN AND END OF PROJECT AND SIDE ROADS ACCORDING TO FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
- 2. INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
- 3. INSTALL EROSION CONTROL MEASURES. MAINTAIN TRAFFIC ACCORDING TO FDOT STANDARD PLANS INDEX 102-601 AND 102-602.
- 4. SHIFT TRAFFIC ACCORDING TO PHASE IC PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE TEMPORARY FACILITIES WITH USING FLAGGING OPERATION.
- 5. MAINTAIN ACCESS TO ANNA ST AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS.
- 6. INSTALL TEMPORARY PAVEMENT AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS WITH USING FLAGGING OPERATION.
- 7. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.
- 8. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER, DRAINAGE STRUCTURES AND STORMWATER FACILITIES AS SHOWN ON THE PHASE IC TEMPORARY TRAFFIC CONTROL PLANS. EXCLUDE FRICTION COURSE FROM THIS PHASE.



SANDALWOOD COURT PHASE II

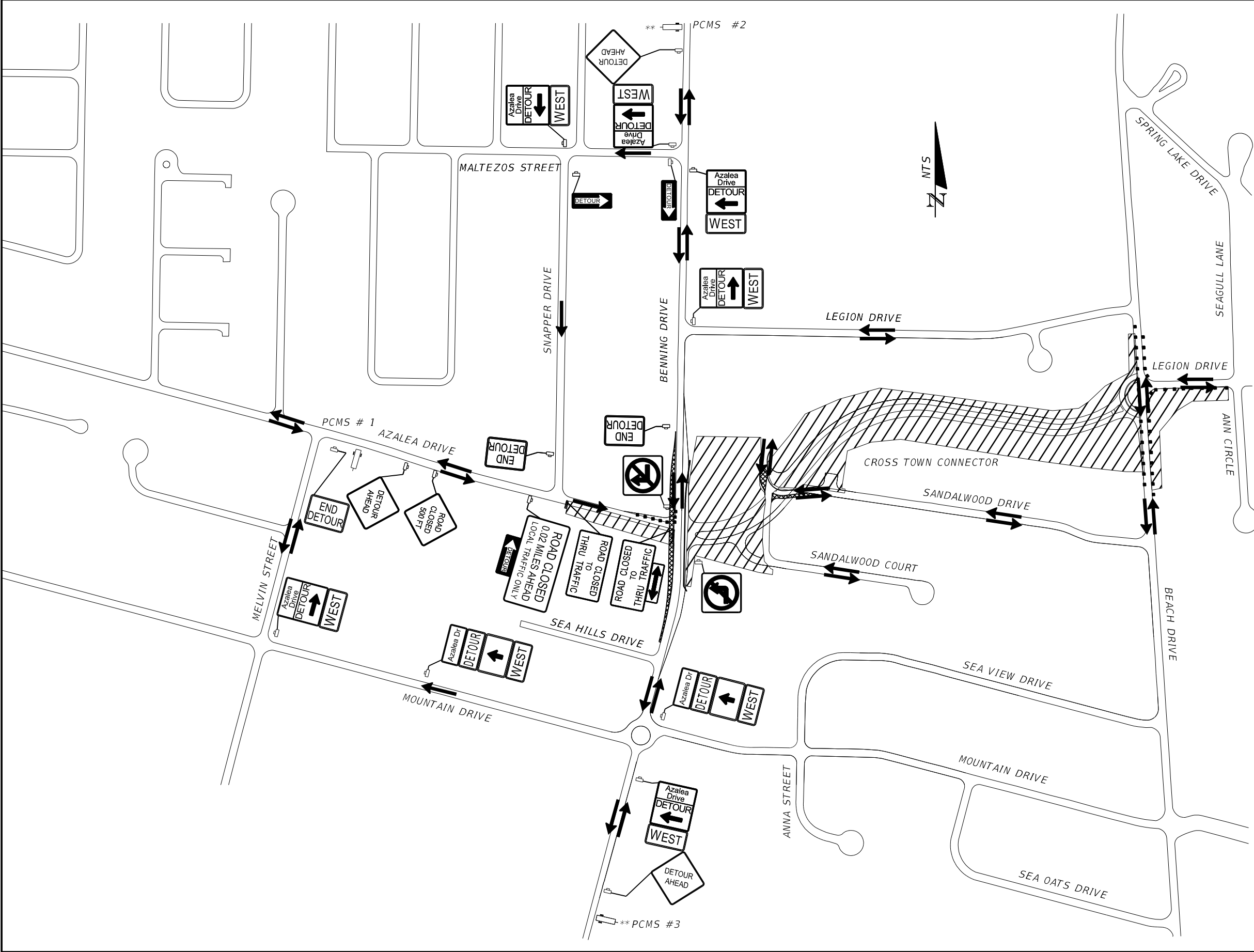
- 1. PLACE/MODIFY ADVANCED WARNING SIGNS, BARRICADES, WARNING DEVICES AND REMOVE CONFLICTING MARKINGS AND SIGNS IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-600 AND 102-603.
- 2. SHIFT TRAFFIC ACCORDING TO PHASE II PLANS. MAINTAIN ONE-LANE, TWO-WAY TRAFFIC ON THE PROPOSED FACILITIES WITH USING FLAGGING OPERATION.
- 3. MAINTAIN ACCESS TO BENNING STREET, ANNA STREET AND SANDALWOOD DRIVE AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS.
- 4. CONSTRUCT PROPOSED ROADWAY, CURB & GUTTER AND DRAINAGE STRUCTURES AS SHOWN ON THE PHASE II TEMPORARY TRAFFIC CONTROL PLANS USING FLAGGING OPERATION. EXCLUDE FRICTION COURSE FROM THIS PHASE.
- 5. PLACE TEMPORARY PAVEMENT MARKINGS FOR NEXT PHASE.



SANDALWOOD COURT PHASE IV

- 1. PLACE FRICTION COURSE, PAVEMENT MARKINGS AND SIGNS USING FDOT STANDARD PLANS INDEX 102-603 (FLAGGING OPERATION).

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DATE	DESCRIPTION	DATE	DESCRIPTION					
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		101



- NOTES:
1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IB TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.
 2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IB CONSTRUCTION OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGEABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.
 3. PORTABLE CHANGEABLE MESSAGE SIGN #1:
DURING DETOUR

<u>MESSAGE 1</u>	<u>MESSAGE 2</u>
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH

PORTABLE CHANGEABLE MESSAGE SIGN #2:
DURING DETOUR

<u>MESSAGE 1</u>	<u>MESSAGE 2</u>
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST

PORTABLE CHANGEABLE MESSAGE SIGN #3:
DURING DETOUR

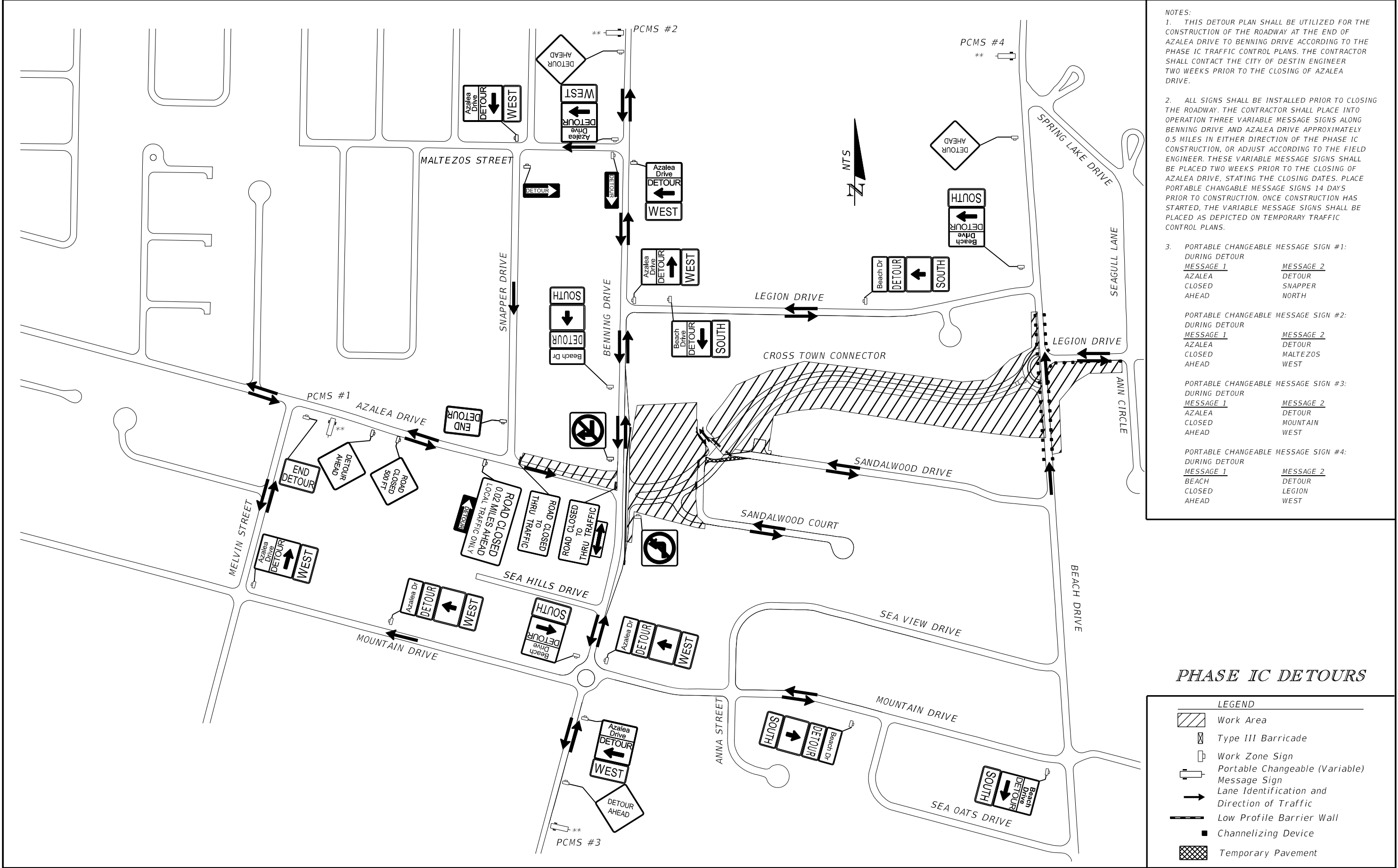
<u>MESSAGE 1</u>	<u>MESSAGE 2</u>
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST

PHASE IB DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Low Profile Barrier Wall
- Channelizing Device
- Temporary Pavement

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		102



- NOTES:
1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT THE END OF AZALEA DRIVE TO BENNING DRIVE ACCORDING TO THE PHASE IC TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE.
2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION THREE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE AND AZALEA DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE IC CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF AZALEA DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.
3. PORTABLE CHANGABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	SNAPPER
AHEAD	NORTH
- PORTABLE CHANGABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MALTEZOS
AHEAD	WEST
- PORTABLE CHANGABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
AZALEA	DETOUR
CLOSED	MOUNTAIN
AHEAD	WEST
- PORTABLE CHANGABLE MESSAGE SIGN #4:
DURING DETOUR

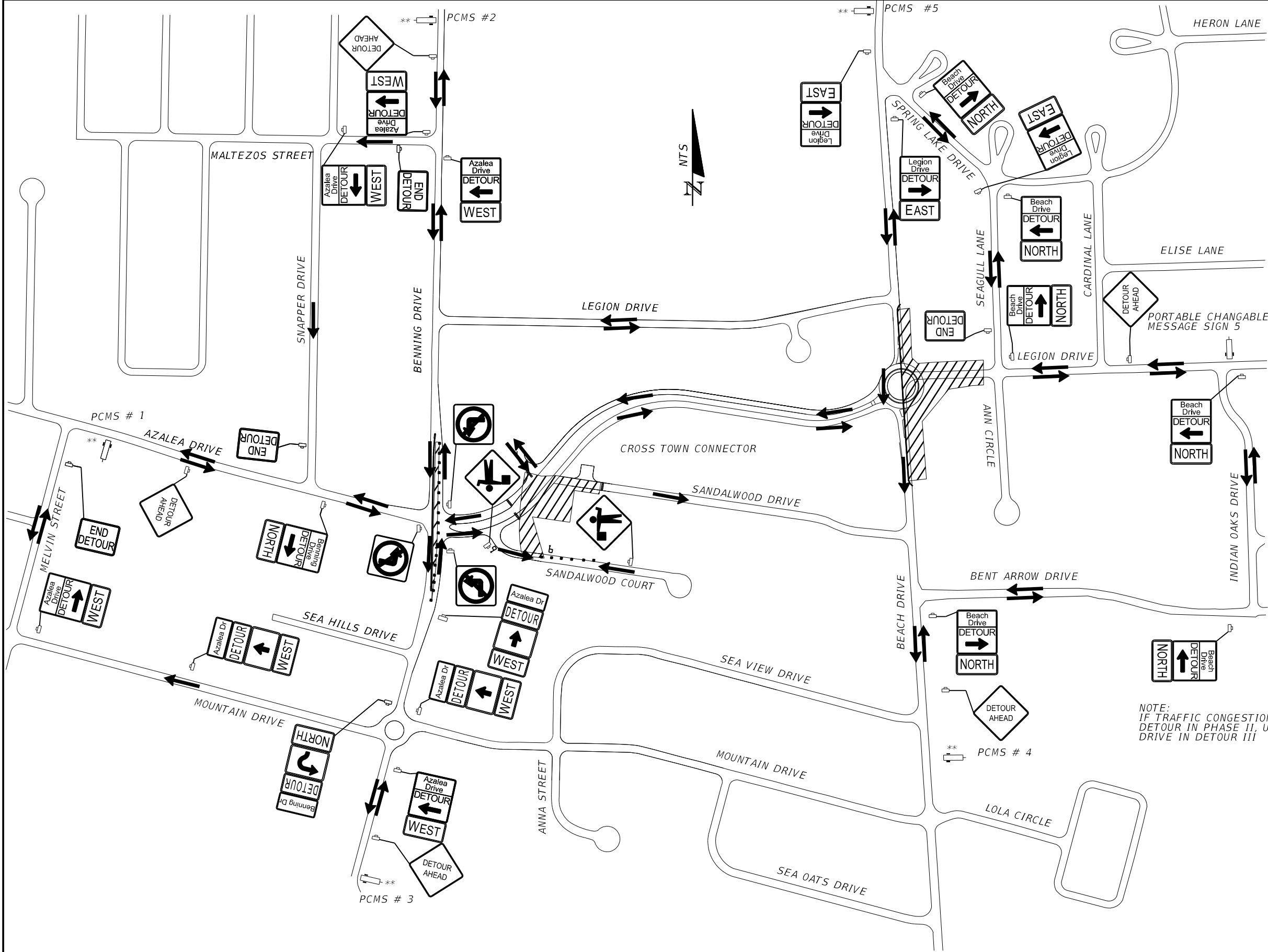
MESSAGE 1	MESSAGE 2
BEACH	DETOUR
CLOSED	LEGION
AHEAD	WEST

PHASE IC DETOURS

- LEGEND
- Work Area
 - Type III Barricade
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Lane Identification and Direction of Traffic
 - Low Profile Barrier Wall
 - Channelizing Device
 - Temporary Pavement

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 103
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



- NOTES:
1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY IN THE MIDDLE OF BENNING DRIVE AND AT THE END OF LEGION TO BEACH DRIVE ACCORDING TO THE PHASE II TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE.
2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BENNING DRIVE, AZALEA DRIVE, BEACH DRIVE AND LEGION DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE II CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TRAFFIC CONTROL PLANS.

3. PORTABLE CHANGABLE MESSAGE SIGN #1:
DURING DETOUR
MESSAGE 1
BENNING
CLOSED
AHEAD NB
MESSAGE 2
FOLLOW
DETOUR
- PORTABLE CHANGABLE MESSAGE SIGN #2:
DURING DETOUR
MESSAGE 1
AZALEA
CLOSED
AHEAD
MESSAGE 2
DETOUR
MALTEZOS
WEST
- PORTABLE CHANGABLE MESSAGE SIGN #3:
DURING DETOUR
MESSAGE 1
AZALEA
CLOSED
AHEAD
MESSAGE 2
DETOUR
MOUNTAIN
WEST
- PORTABLE CHANGABLE MESSAGE SIGN #4:
DURING DETOUR
MESSAGE 1
BEACH D
CLOSED
AHEAD
MESSAGE 2
DETOUR
BENT ARR
EAST
- PORTABLE CHANGABLE MESSAGE SIGN #5:
DURING DETOUR
MESSAGE 1
LEGION
CLOSED
AHEAD
MESSAGE 2
DETOUR
SPRING L
NORTH

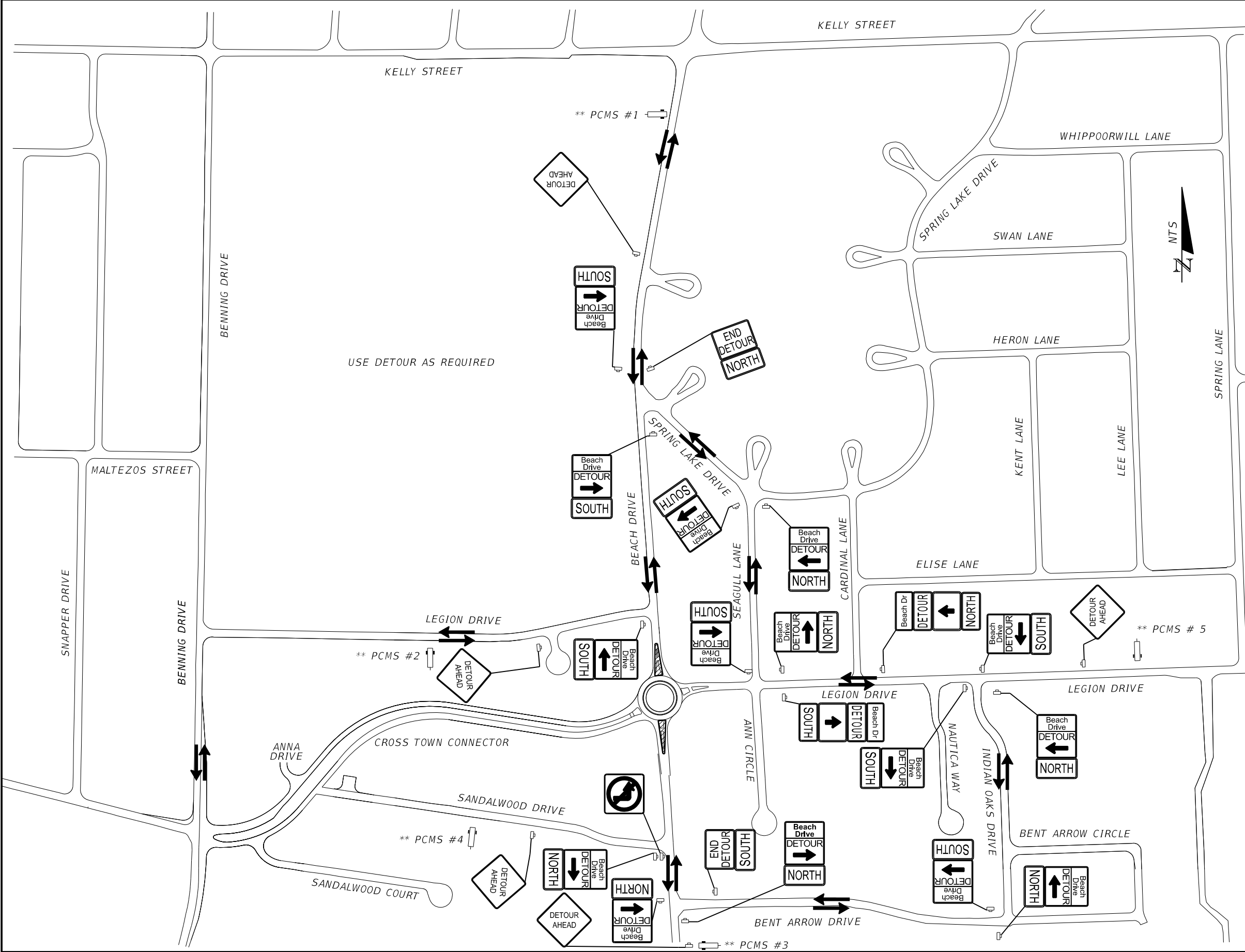
NOTE:
IF TRAFFIC CONGESTION DEVELOPS FOR NORTHBOUND BEACH DRIVE
DETOUR IN PHASE II, USE ADDITINAL DETOUR FOR BEACH
DRIVE IN DETOUR III

PHASE II DETOURS

LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		104



- NOTES:
1. THIS DETOUR PLAN SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE ROADWAY AT BEACH DRIVE AND THE END OF LEGION DRIVE ACCORDING TO THE PHASE III TEMPORARY TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL CONTACT THE CITY OF DESTIN ENGINEER TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE.
 2. ALL SIGNS SHALL BE INSTALLED PRIOR TO CLOSING THE ROADWAY. THE CONTRACTOR SHALL PLACE INTO OPERATION FIVE VARIABLE MESSAGE SIGNS ALONG BEACH DRIVE, LEGION DRIVE AND SANDALWOOD DRIVE APPROXIMATELY 0.5 MILES IN EITHER DIRECTION OF THE PHASE III CONSTRUCTION, OR ADJUST ACCORDING TO THE FIELD ENGINEER. THESE VARIABLE MESSAGE SIGNS SHALL BE PLACED TWO WEEKS PRIOR TO THE CLOSING OF BEACH DRIVE NORTHBOUND AND LEGION DRIVE, STATING THE CLOSING DATES. PLACE PORTABLE CHANGABLE MESSAGE SIGNS 14 DAYS PRIOR TO CONSTRUCTION. ONCE CONSTRUCTION HAS STARTED, THE VARIABLE MESSAGE SIGNS SHALL BE PLACED AS DEPICTED ON TEMPORARY TRAFFIC CONTROL PLANS.
 3. PORTABLE CHANGABLE MESSAGE SIGN #1:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	SPRING L
AHEAD	EAST

PORTABLE CHANGABLE MESSAGE SIGN #2:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PORTABLE CHANGABLE MESSAGE SIGN #3:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGABLE MESSAGE SIGN #4:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	DETOUR
CLOSED	BENT ARR
AHEAD	EAST

PORTABLE CHANGABLE MESSAGE SIGN #5:
DURING DETOUR

MESSAGE 1	MESSAGE 2
BEACH D	FOLLOW
CLOSED	DETOUR
AHEAD	

PHASE III DETOURS

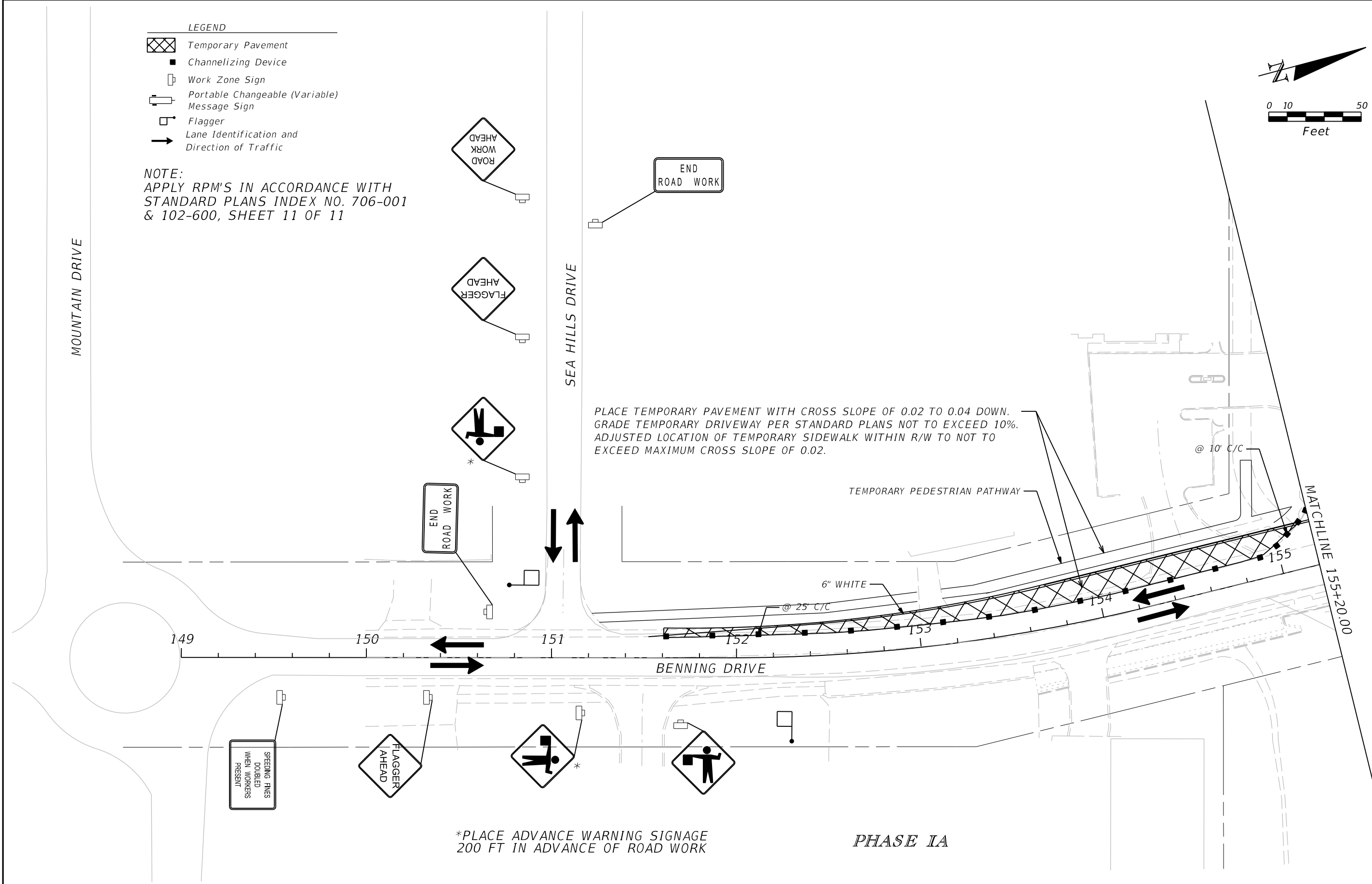
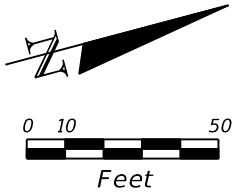
LEGEND

- Work Area
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Lane Identification and Direction of Traffic
- Flagger
- Low Profile Barrier Wall
- Channelizing Device

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 105
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

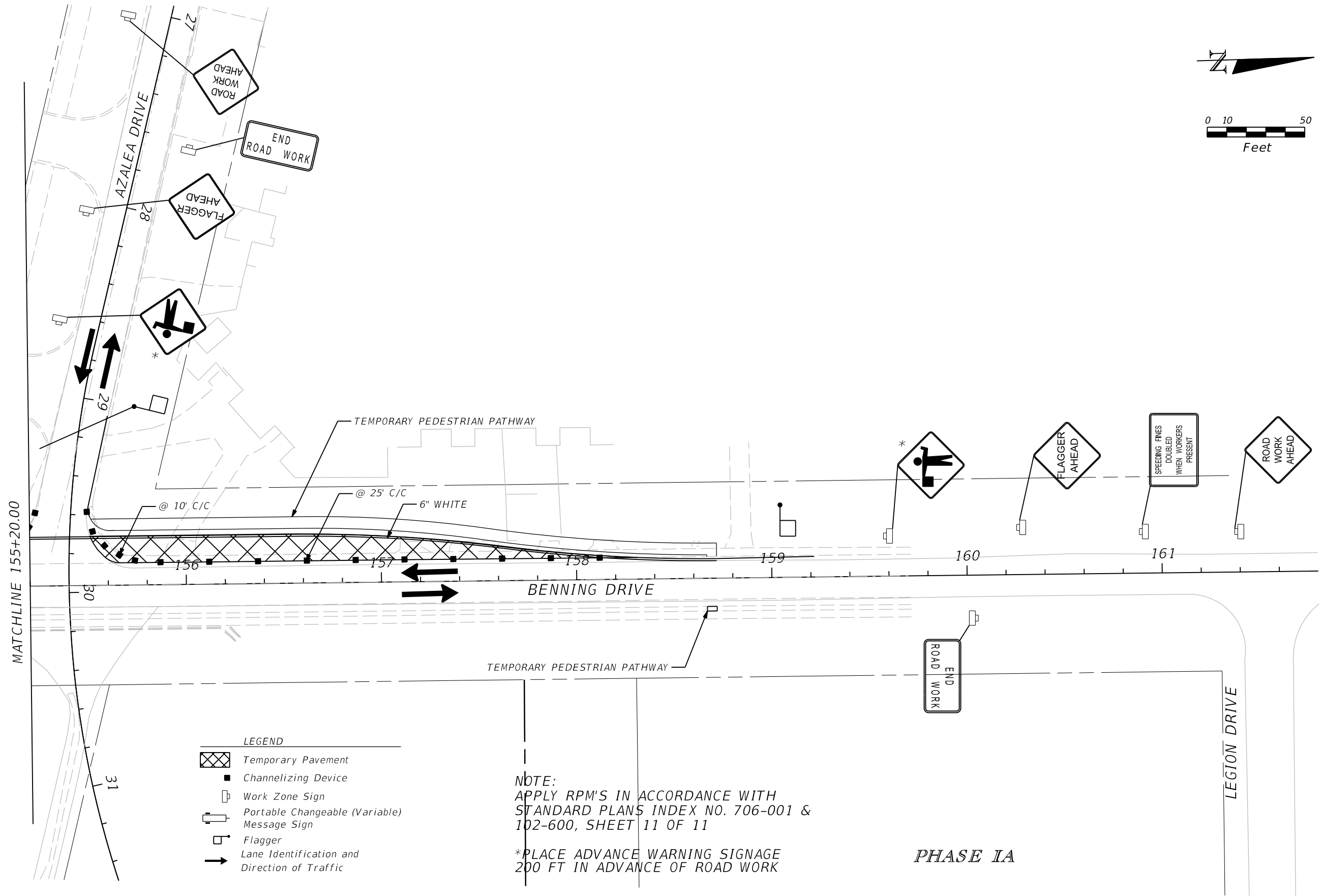
- LEGEND
- Temporary Pavement
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH
STANDARD PLANS INDEX NO. 706-001
& 102-600, SHEET 11 OF 11



REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		106

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- LEGEND**
- Temporary Pavement
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

NOTE:
APPLY RPM'S IN ACCORDANCE WITH
STANDARD PLANS INDEX NO. 706-001 &
102-600, SHEET 11 OF 11

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

PHASE 1A

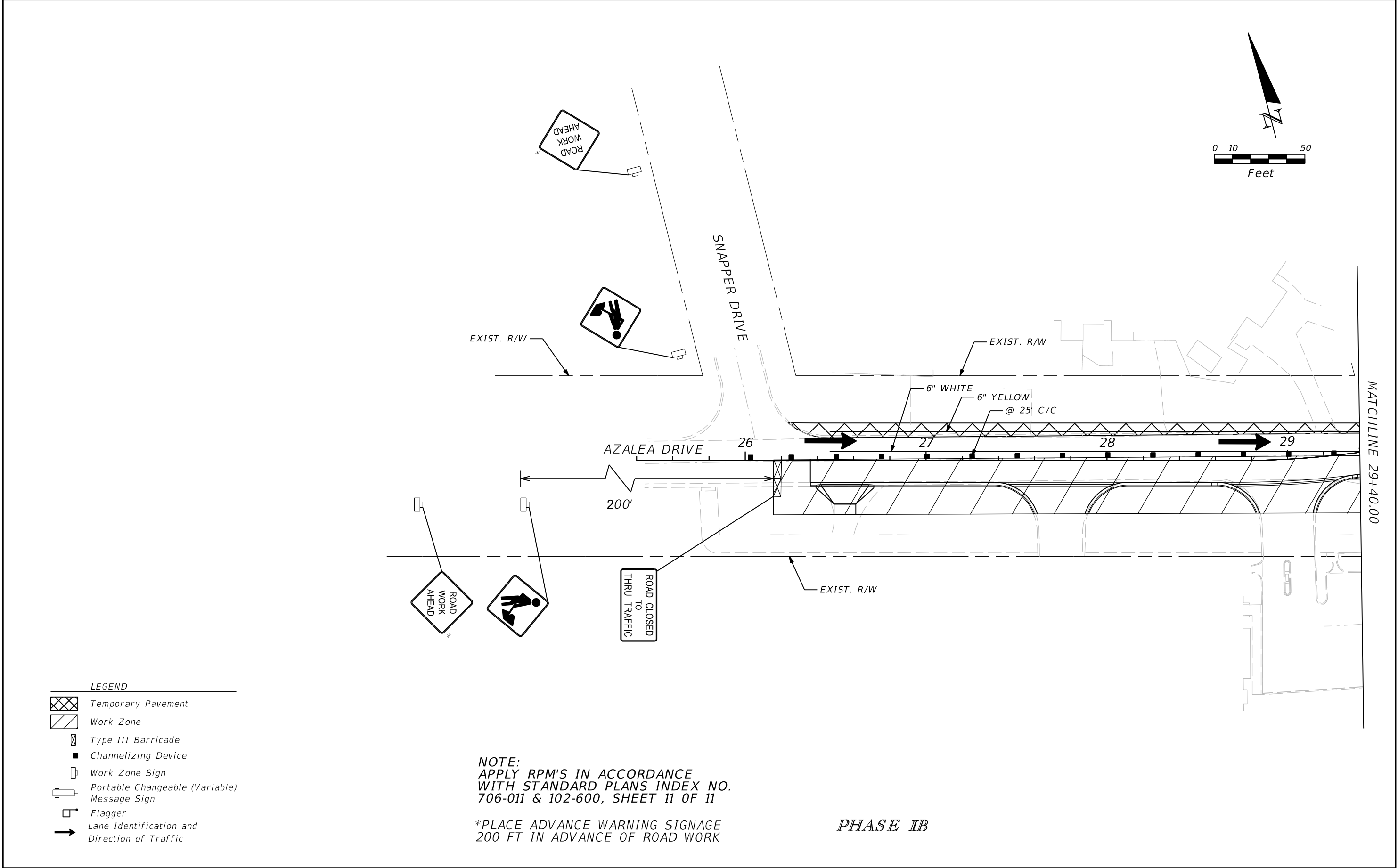
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 107
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

USER: LAZO6528

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LEGEND

- Temporary Pavement
- Work Zone
- Type III Barricade
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

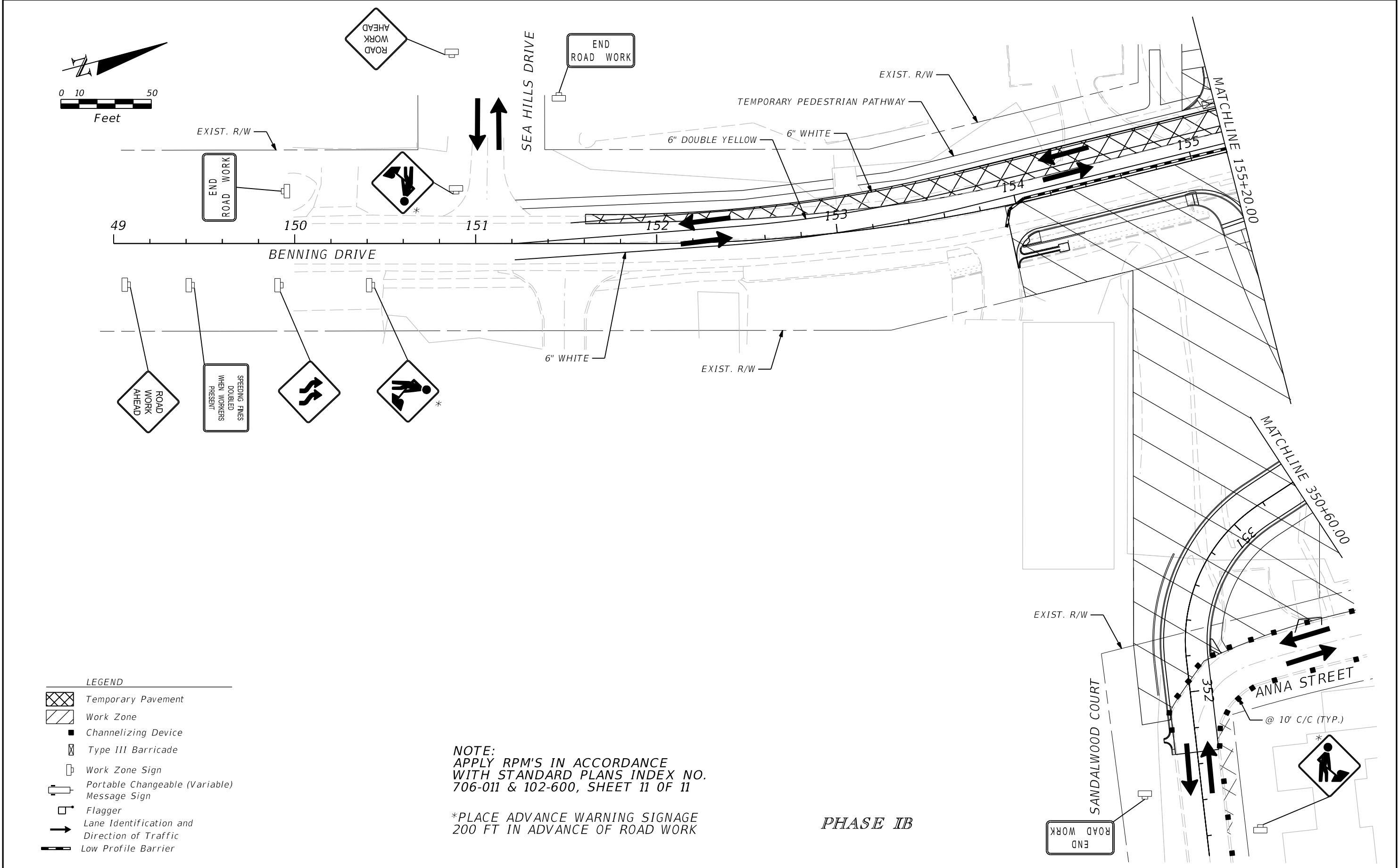
NOTE:
APPLY RPM'S IN ACCORDANCE
WITH STANDARD PLANS INDEX NO.
706-011 & 102-600, SHEET 11 OF 11

**PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK*

PHASE IB

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		108

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



LEGEND

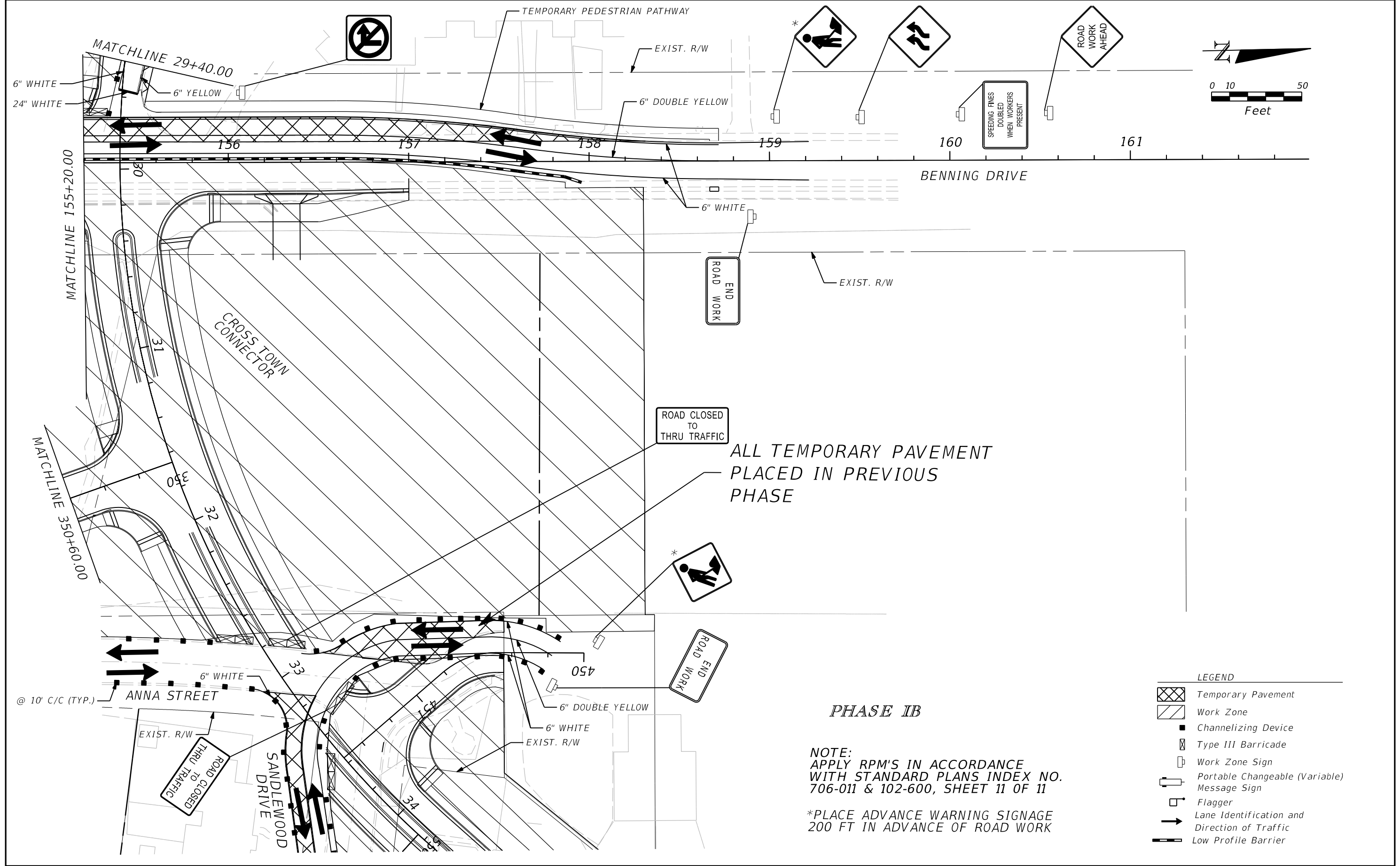
- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

NOTE:
APPLY RPM'S IN ACCORDANCE
WITH STANDARD PLANS INDEX NO.
706-011 & 102-600, SHEET 11 OF 11

***PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK**

PHASE 1B

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 109
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



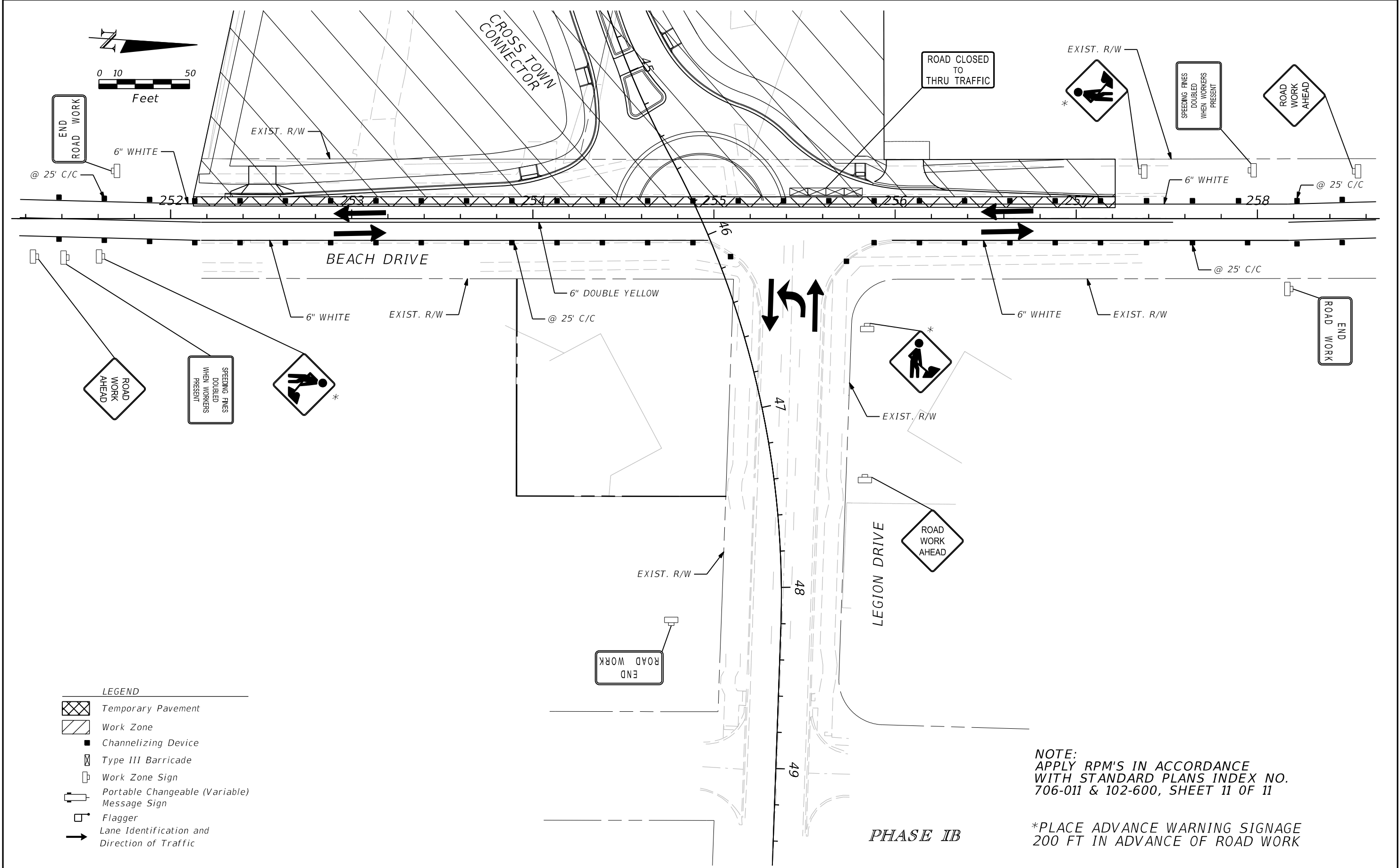
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 110
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

USER: LAZO6528

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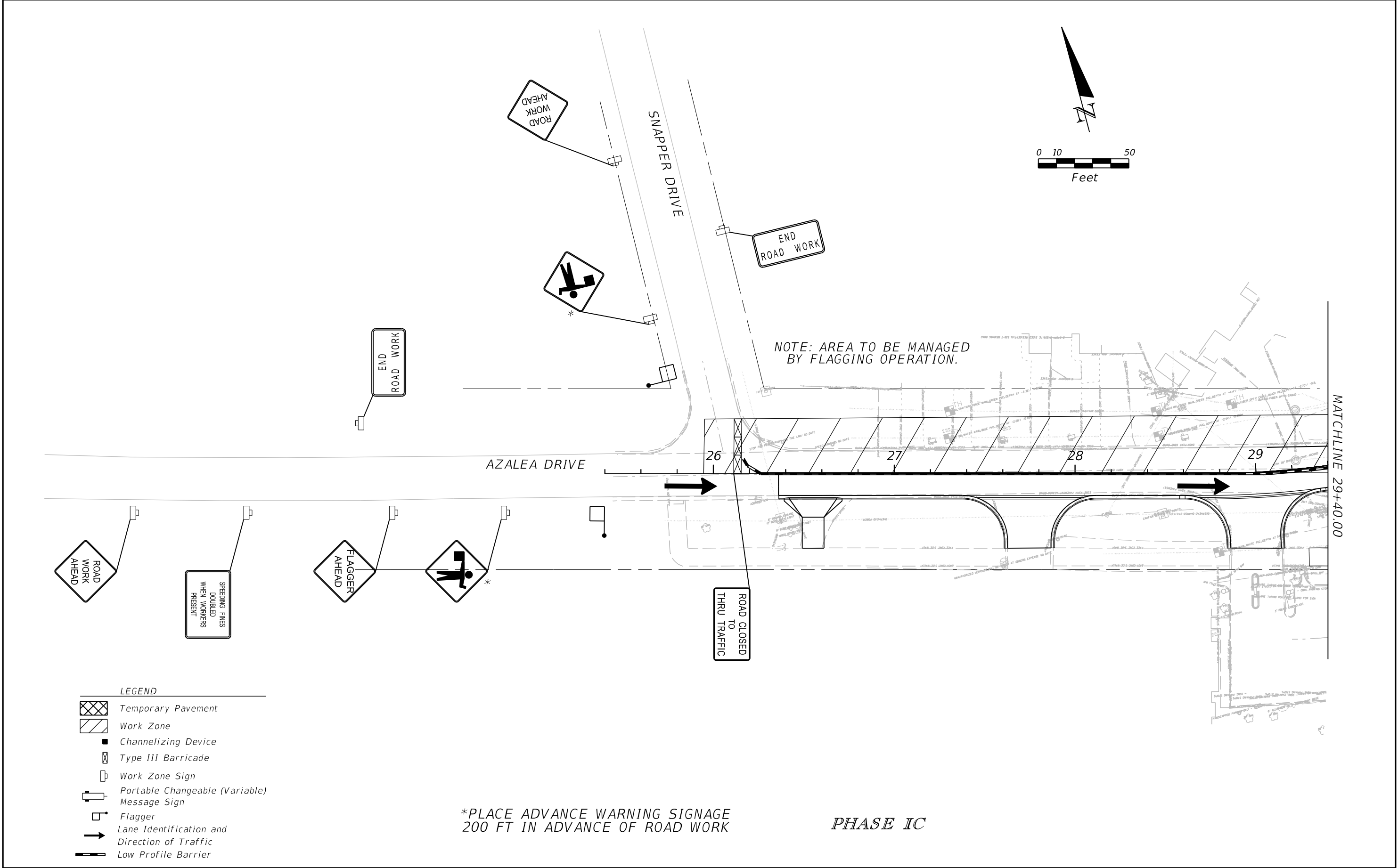
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



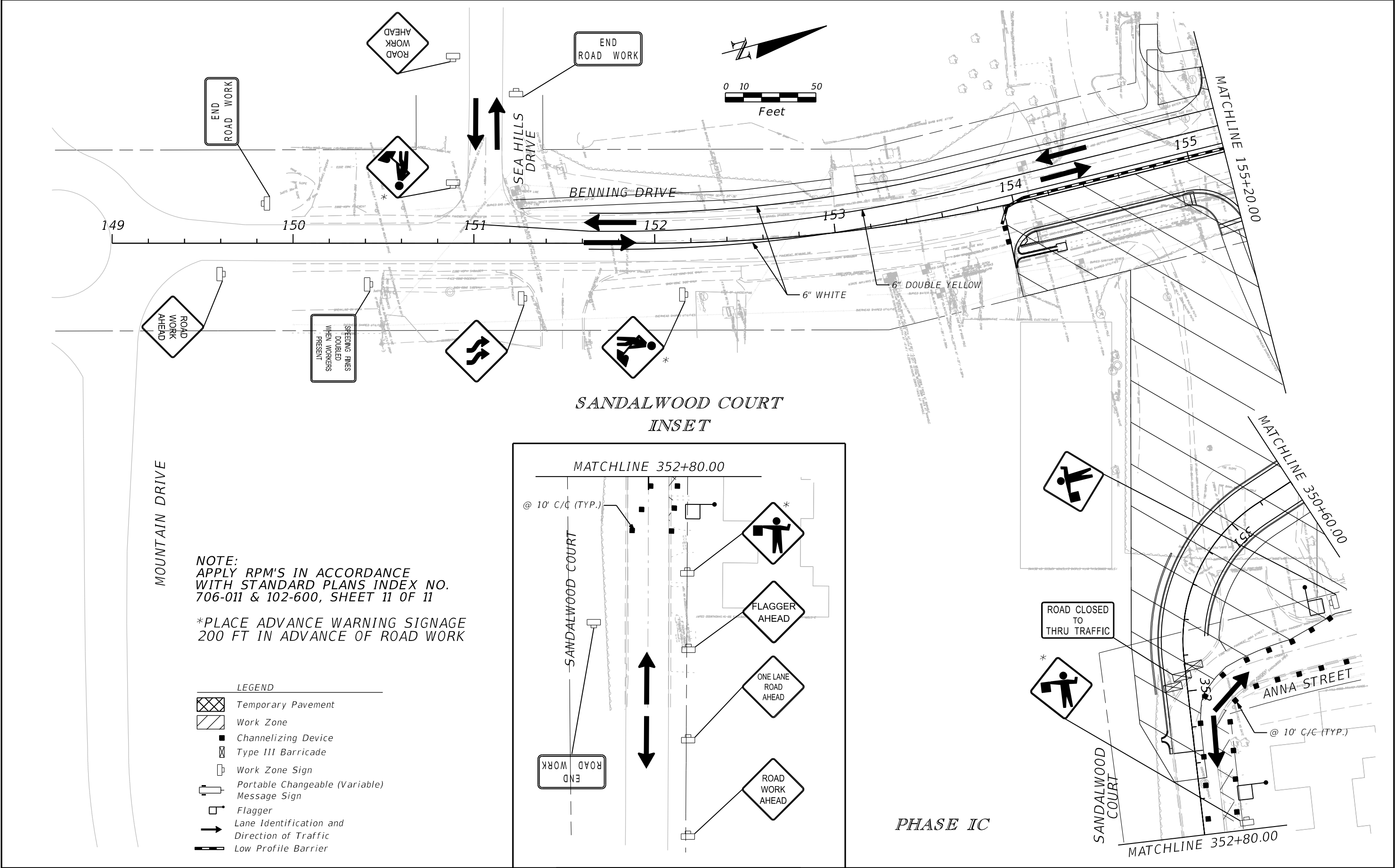
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 111
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		112

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

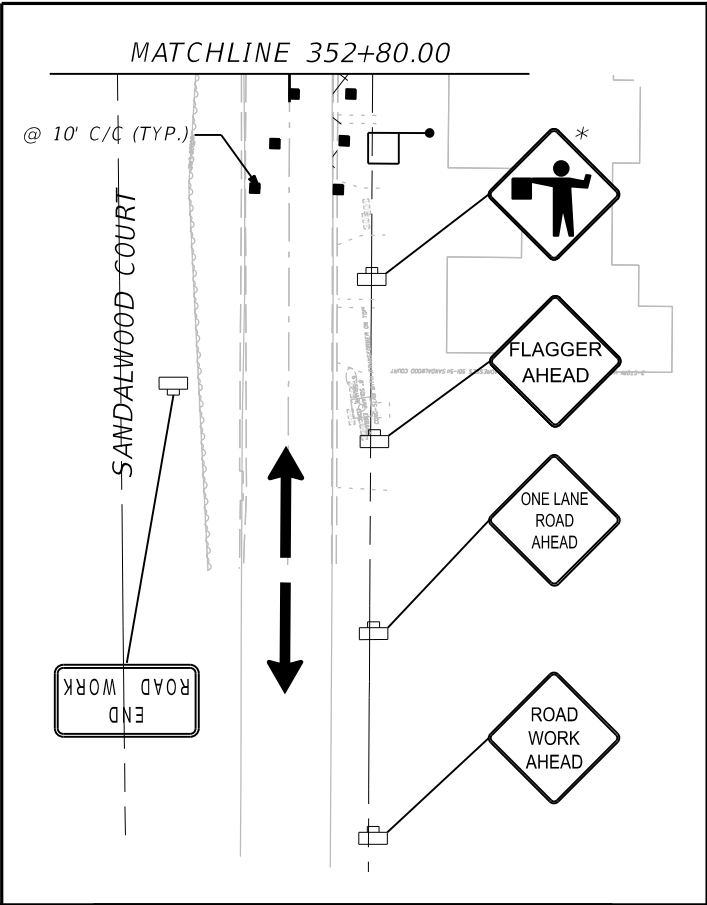


MOUNTAIN DRIVE

NOTE:
APPLY RPM'S IN ACCORDANCE
WITH STANDARD PLANS INDEX NO.
706-011 & 102-600, SHEET 11 OF 11

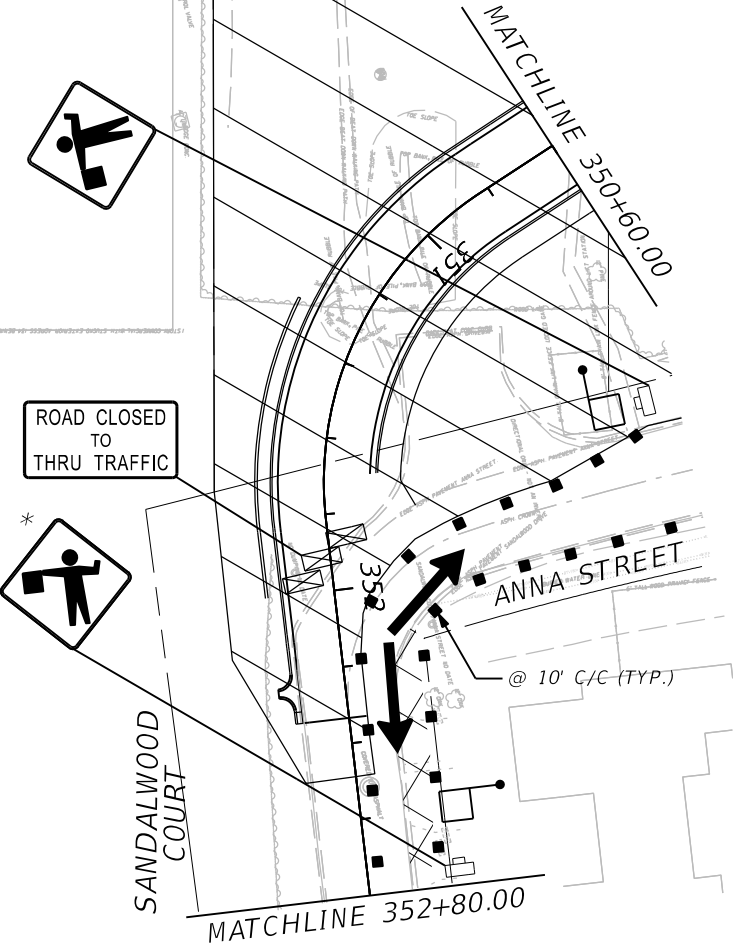
*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

- LEGEND
- Temporary Pavement
 - Work Zone
 - Channelizing Device
 - Type III Barricade
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic
 - Low Profile Barrier

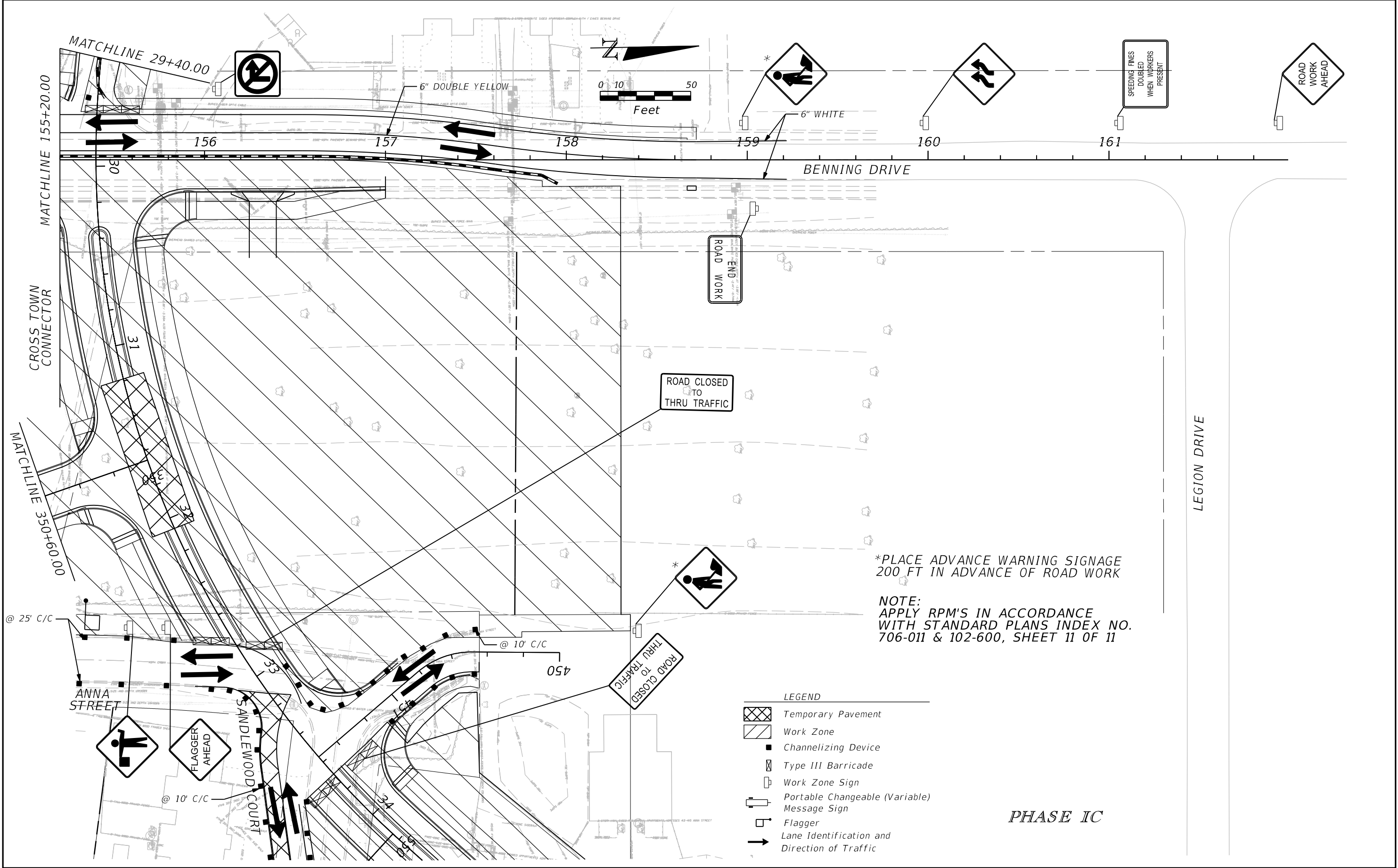


SANDALWOOD COURT
INSET

PHASE IC



REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 113
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

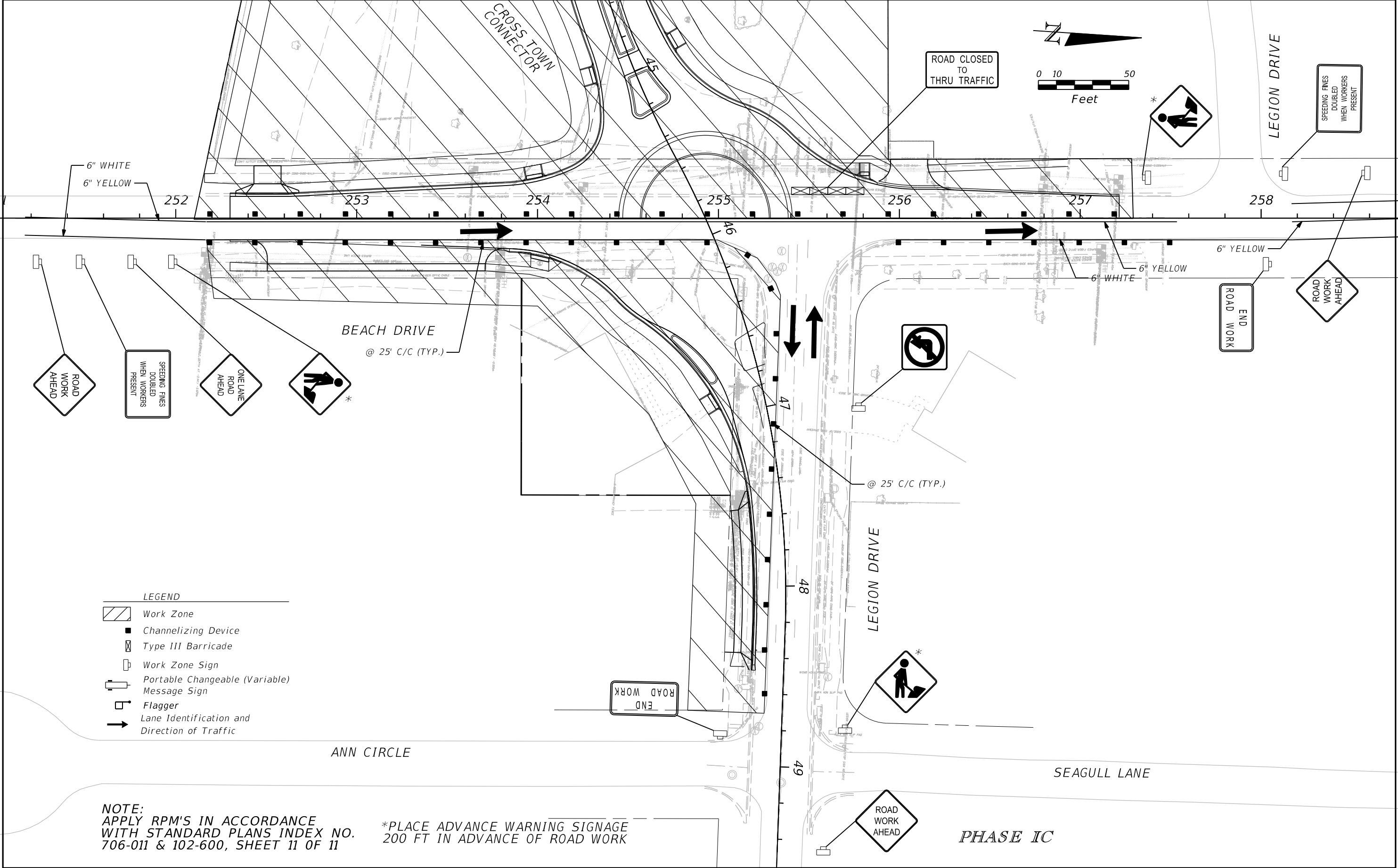
NOTE:
APPLY RPM'S IN ACCORDANCE
WITH STANDARD PLANS INDEX NO.
706-011 & 102-600, SHEET 11 OF 11

LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

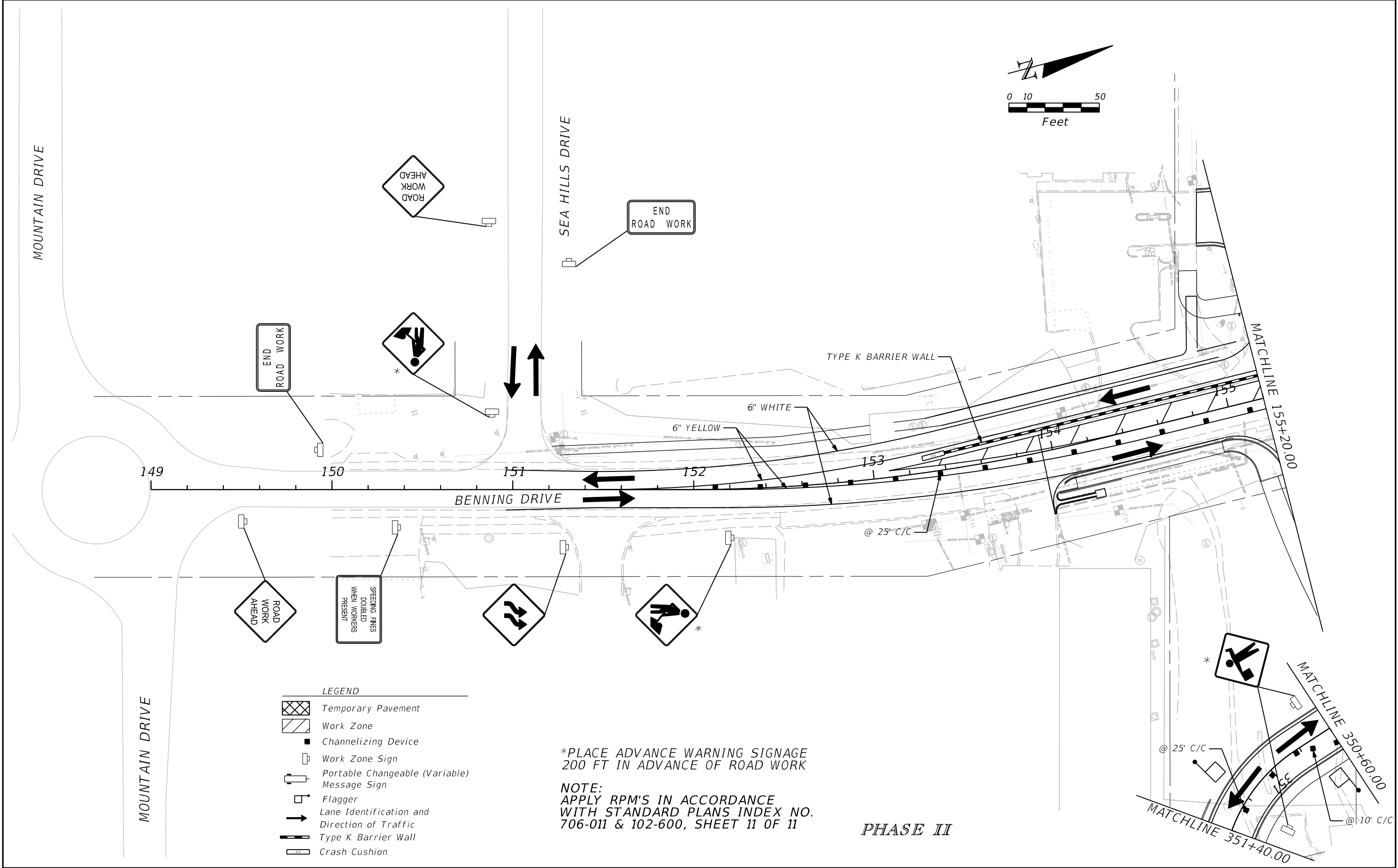
PHASE IC

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 114
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



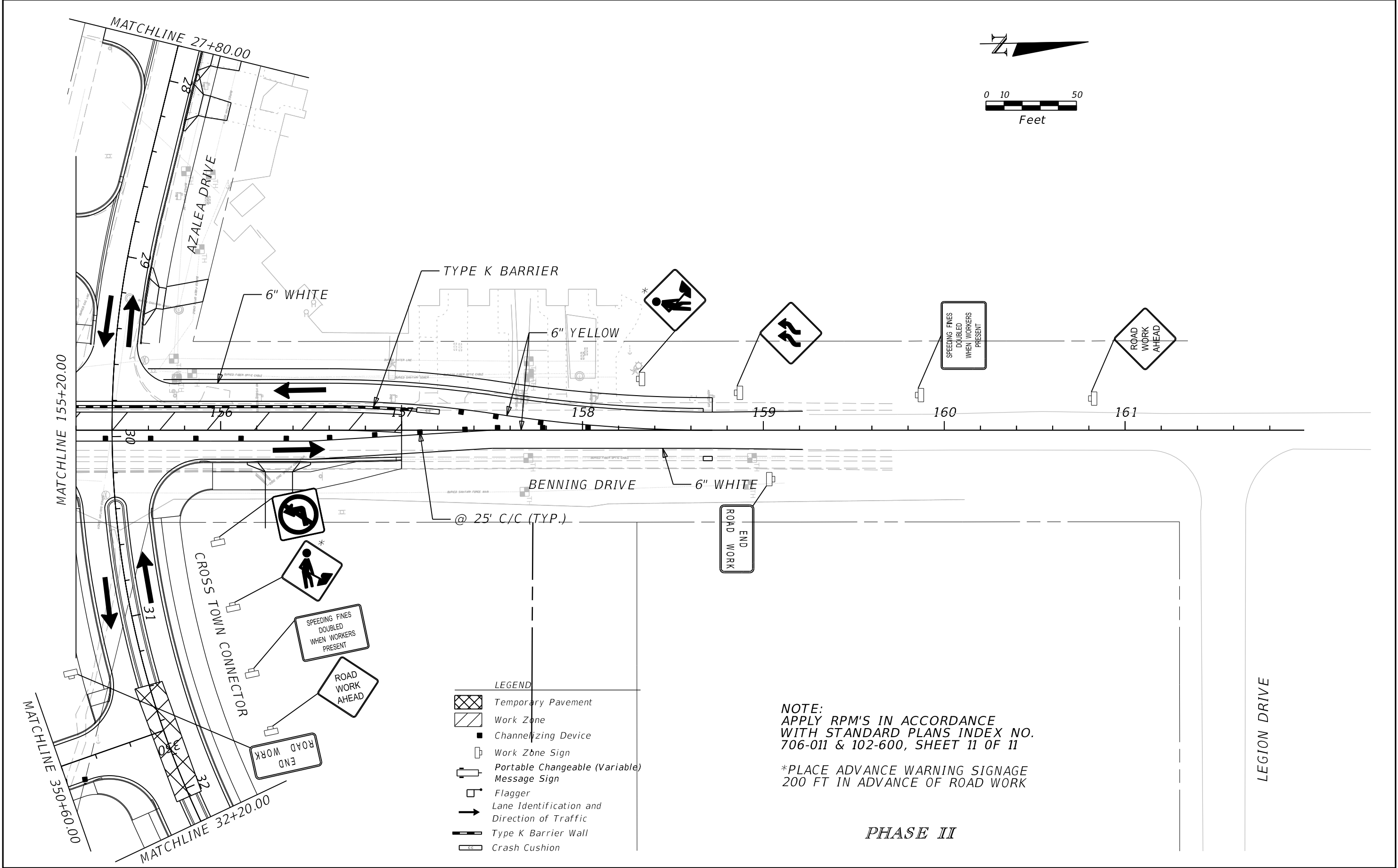
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 115
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



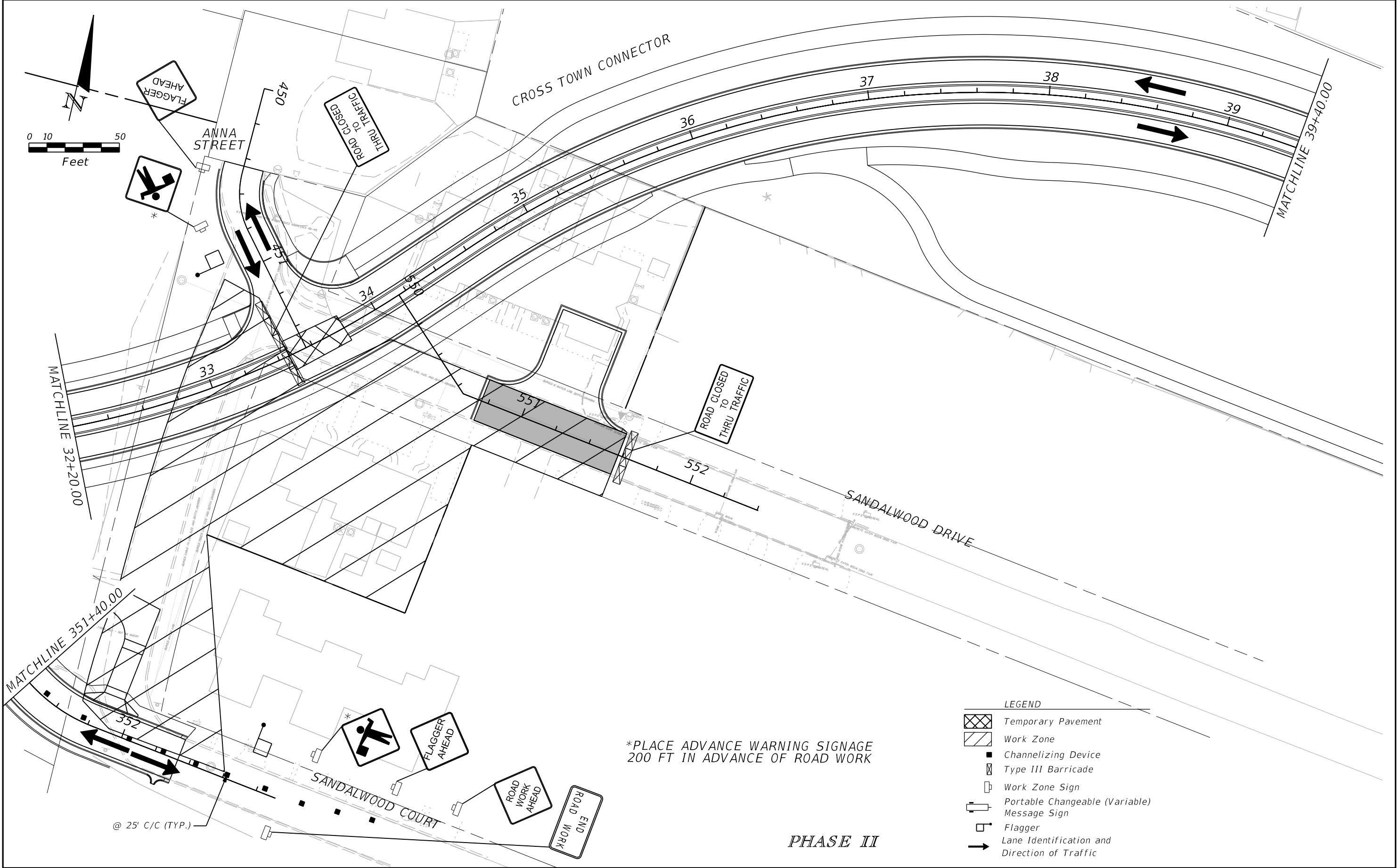
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		116

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



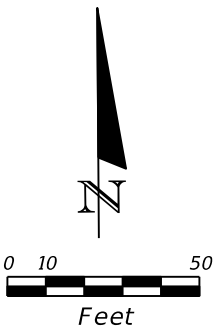
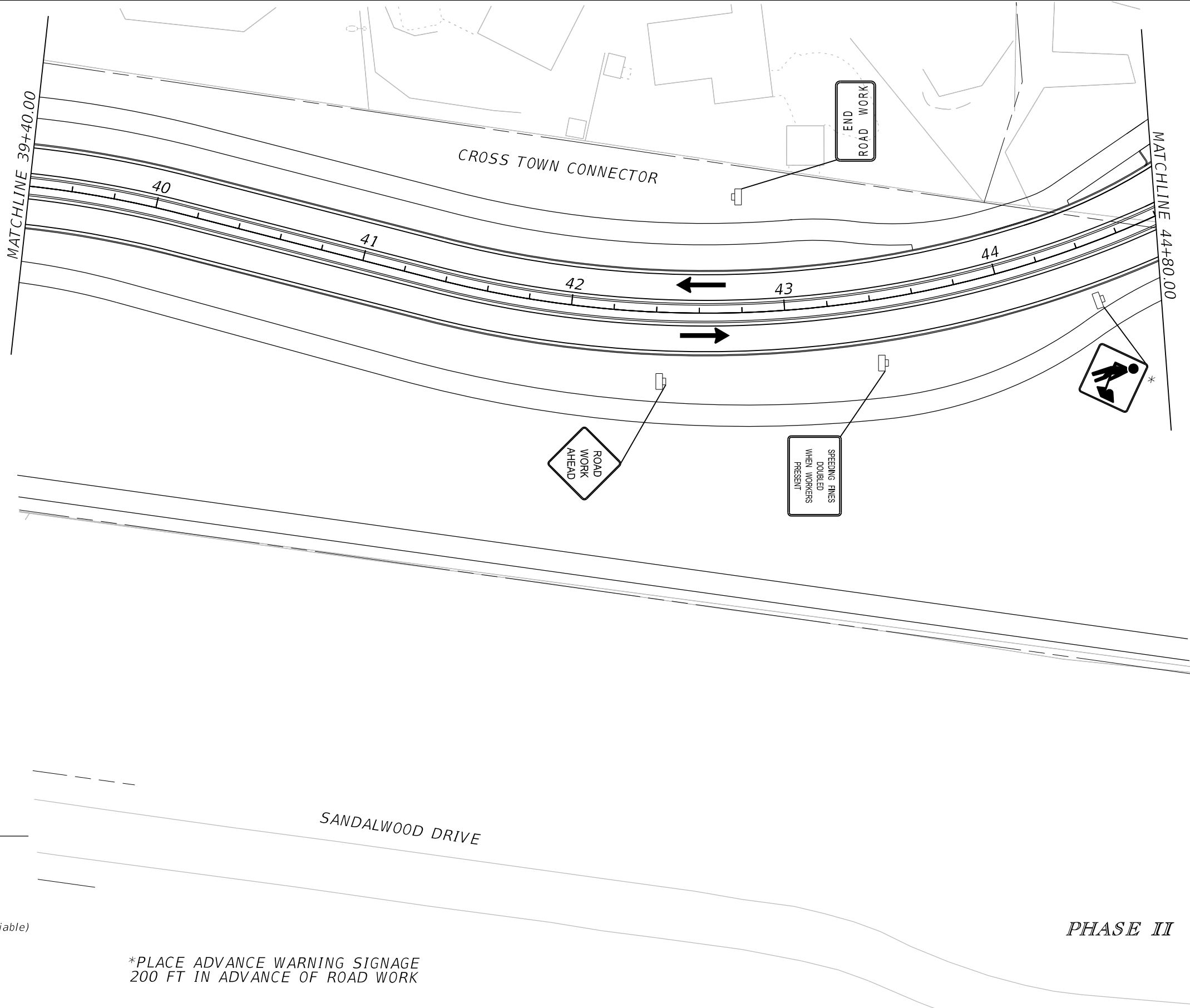
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 117
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		118

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



- LEGEND
- Temporary Pavement
 - Work Zone
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

PHASE II

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		119

MATCHLINE 44+80.00

CROSS TOWN
CONNECTOR

BEACH DRIVE

LEGION DRIVE

END
ROAD WORK

0 10 50
Feet

@ 25' C/C (TYP.)

252

253

254

255

256

257

258

END
ROAD WORK

LEGEND

- Work Zone
- Channelizing Device
- Type III Barricade
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic
- Low Profile Barrier

ANN CIRCLE

LEGION DRIVE

ROAD CLOSED
TO
THRU TRAFFIC

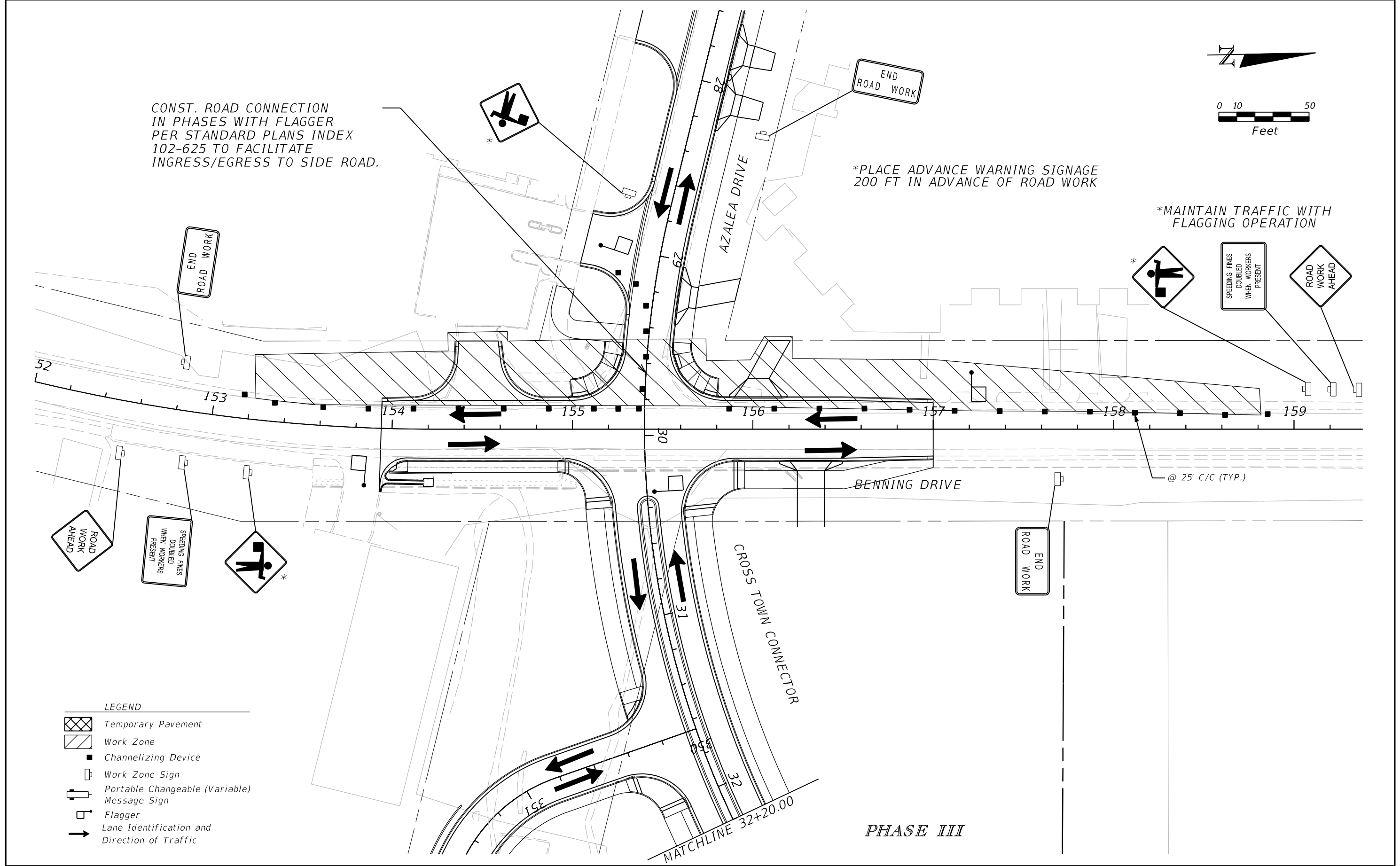
ROAD
CLOSED
AHEAD

SEAGULL LANE

PHASE II

*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 120
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



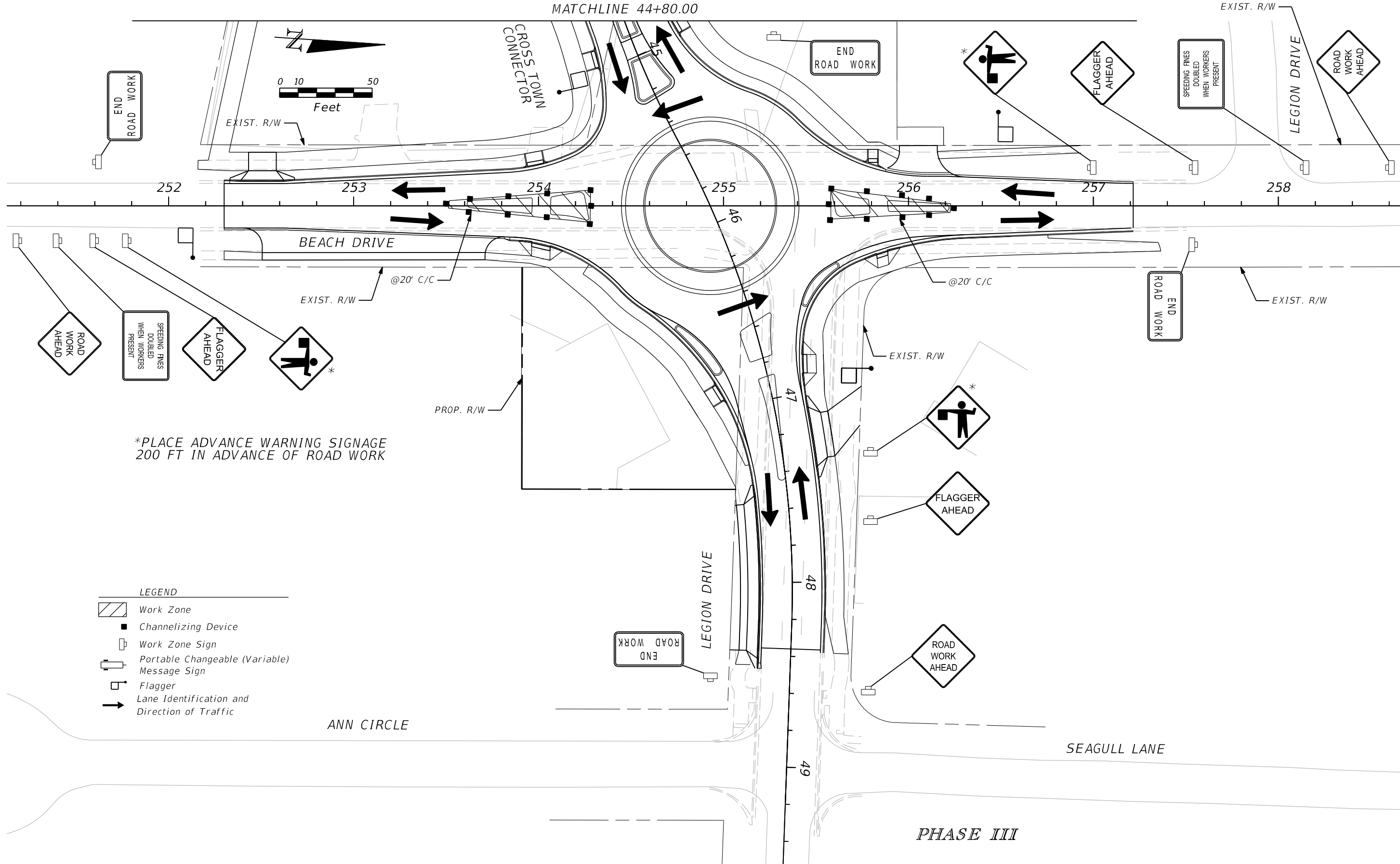
LEGEND

- Temporary Pavement
- Work Zone
- Channelizing Device
- Work Zone Sign
- Portable Changeable (Variable) Message Sign
- Flagger
- Lane Identification and Direction of Traffic

REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		121

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

MATCHLINE 44+80.00

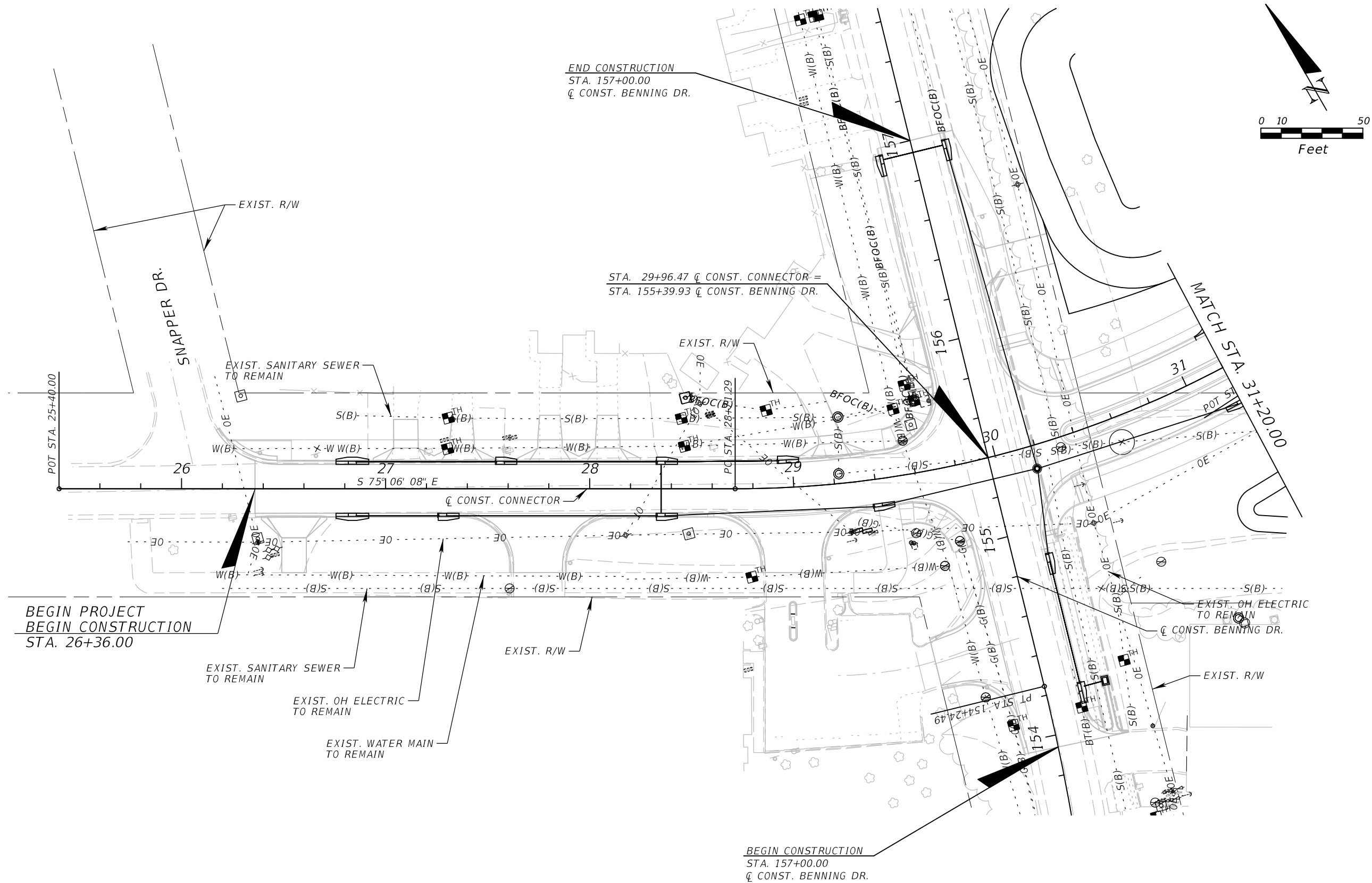


*PLACE ADVANCE WARNING SIGNAGE
200 FT IN ADVANCE OF ROAD WORK

- LEGEND
- Work Zone
 - Channelizing Device
 - Work Zone Sign
 - Portable Changeable (Variable) Message Sign
 - Flagger
 - Lane Identification and Direction of Traffic

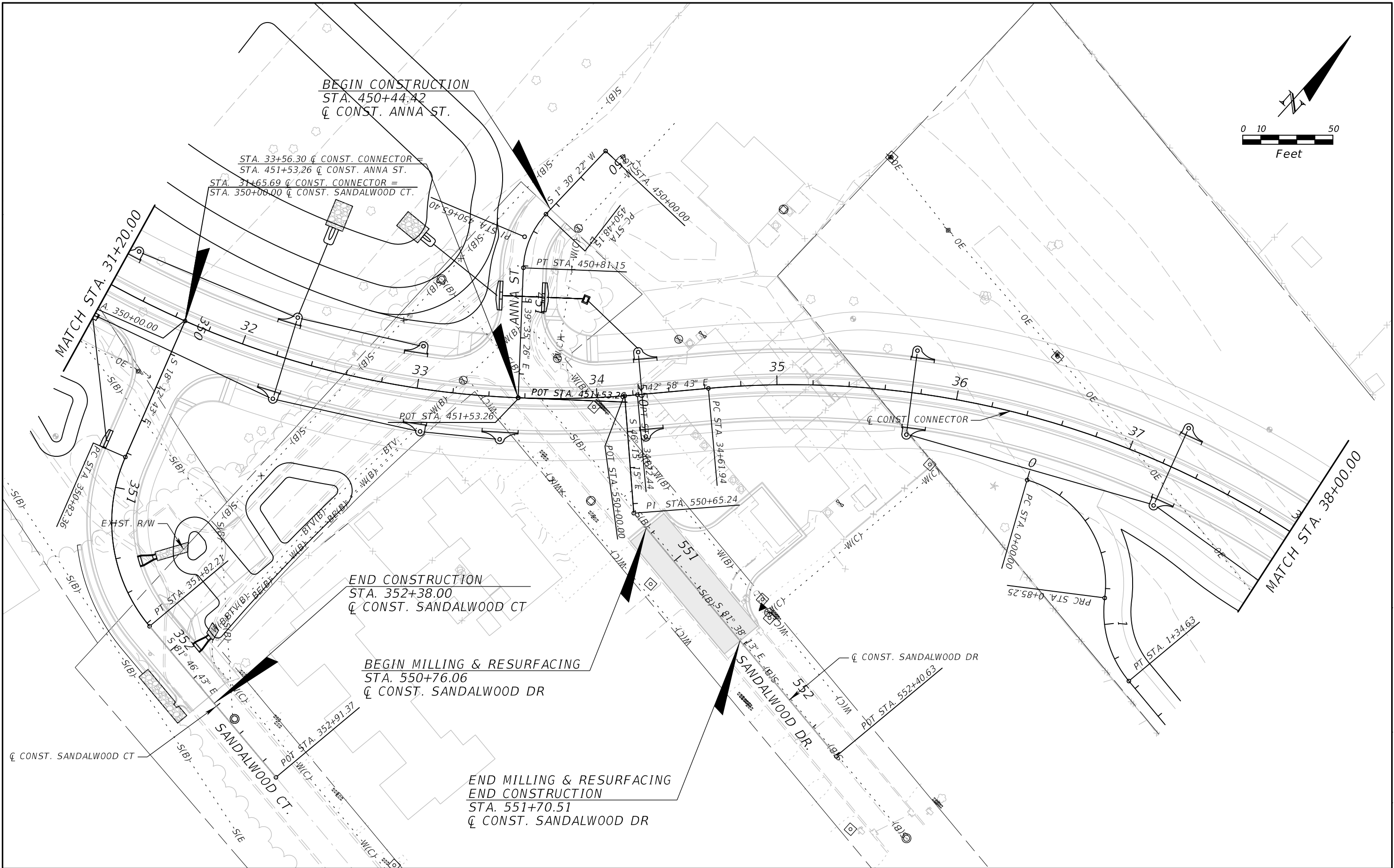
REVISIONS				EDWIN RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		122

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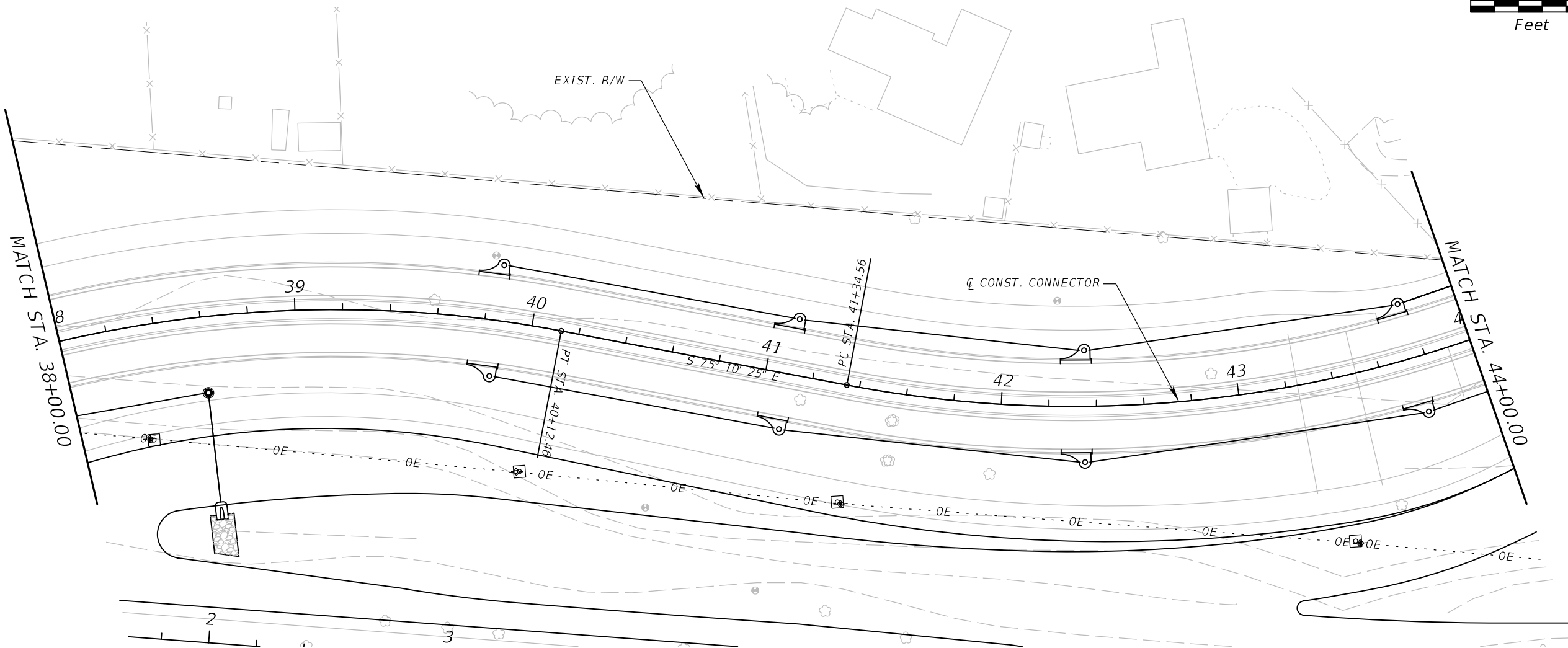
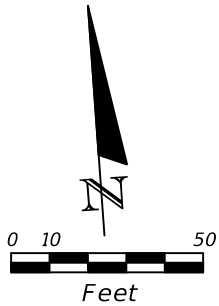
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (1)	SHEET NO. 123
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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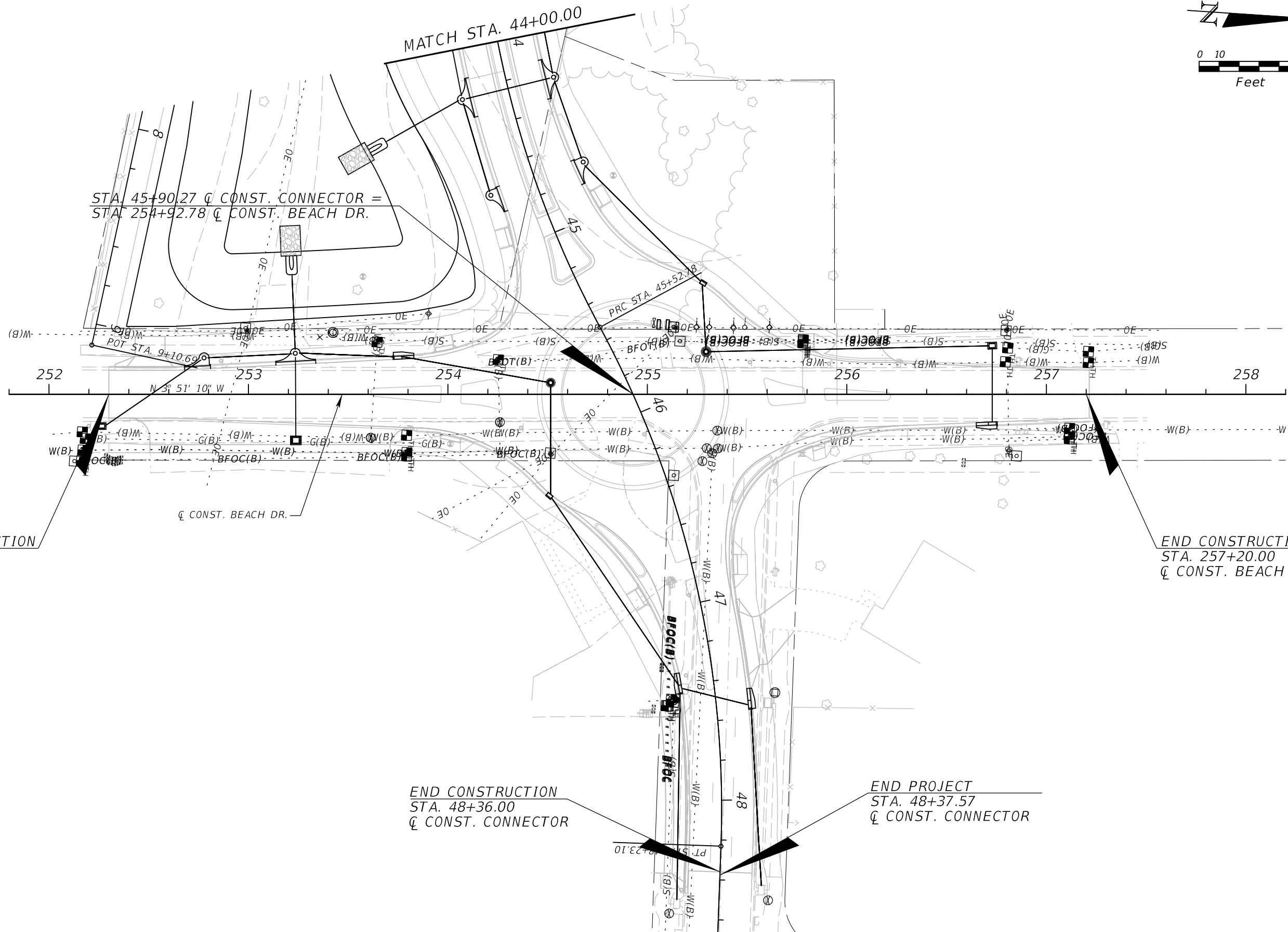
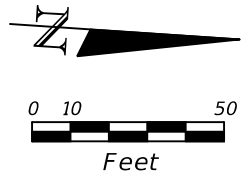
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (2)	SHEET NO. 124
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



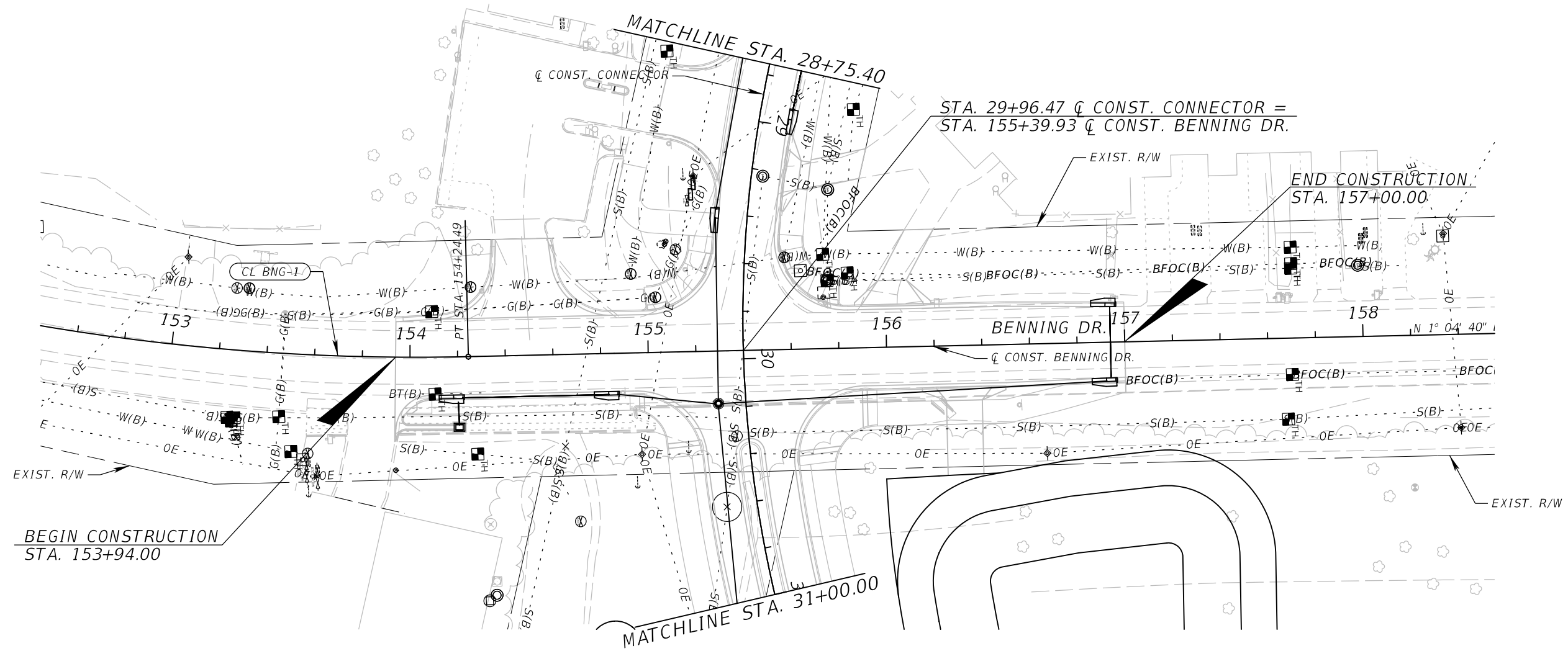
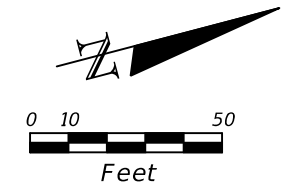
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (3)	SHEET NO. 125
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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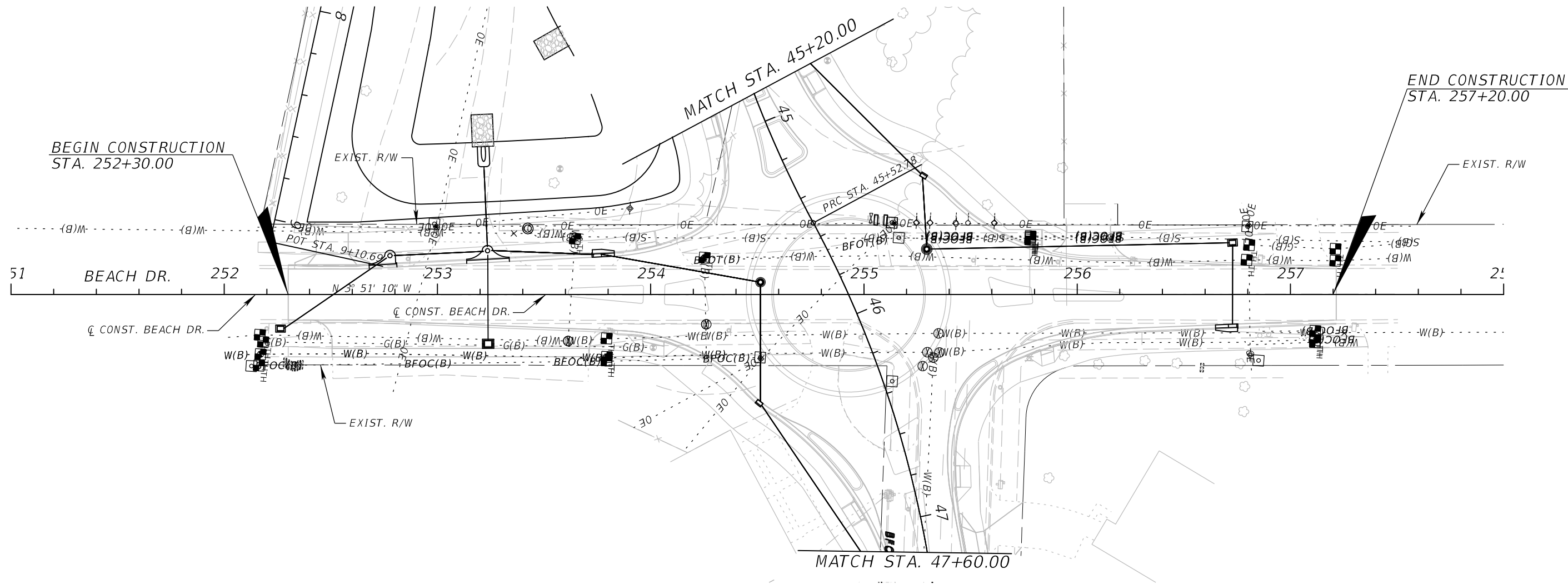
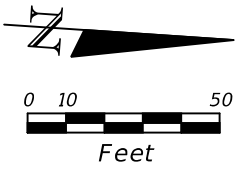
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (4)	SHEET NO. 126
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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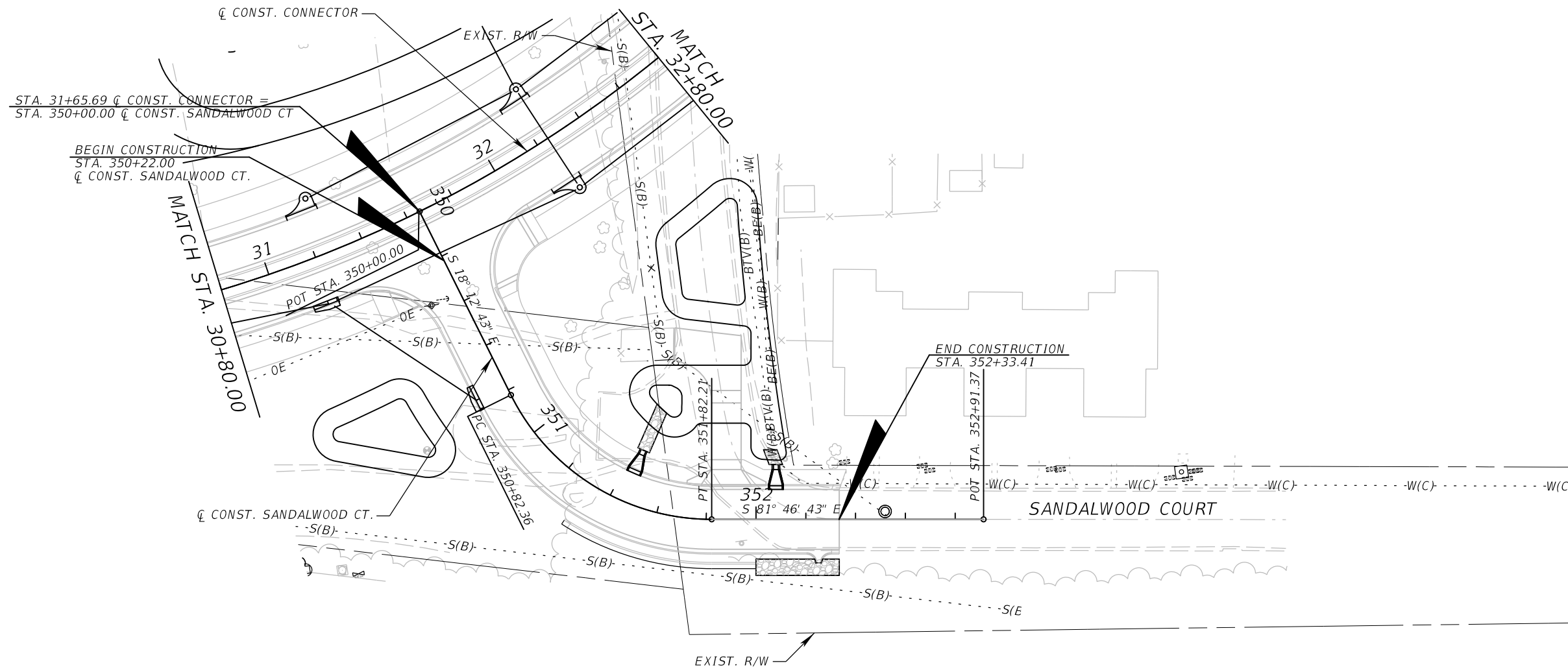
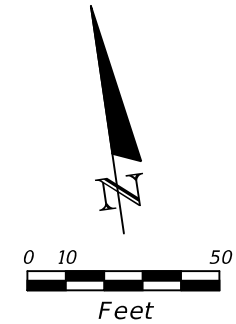
REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (5)	SHEET NO. 127
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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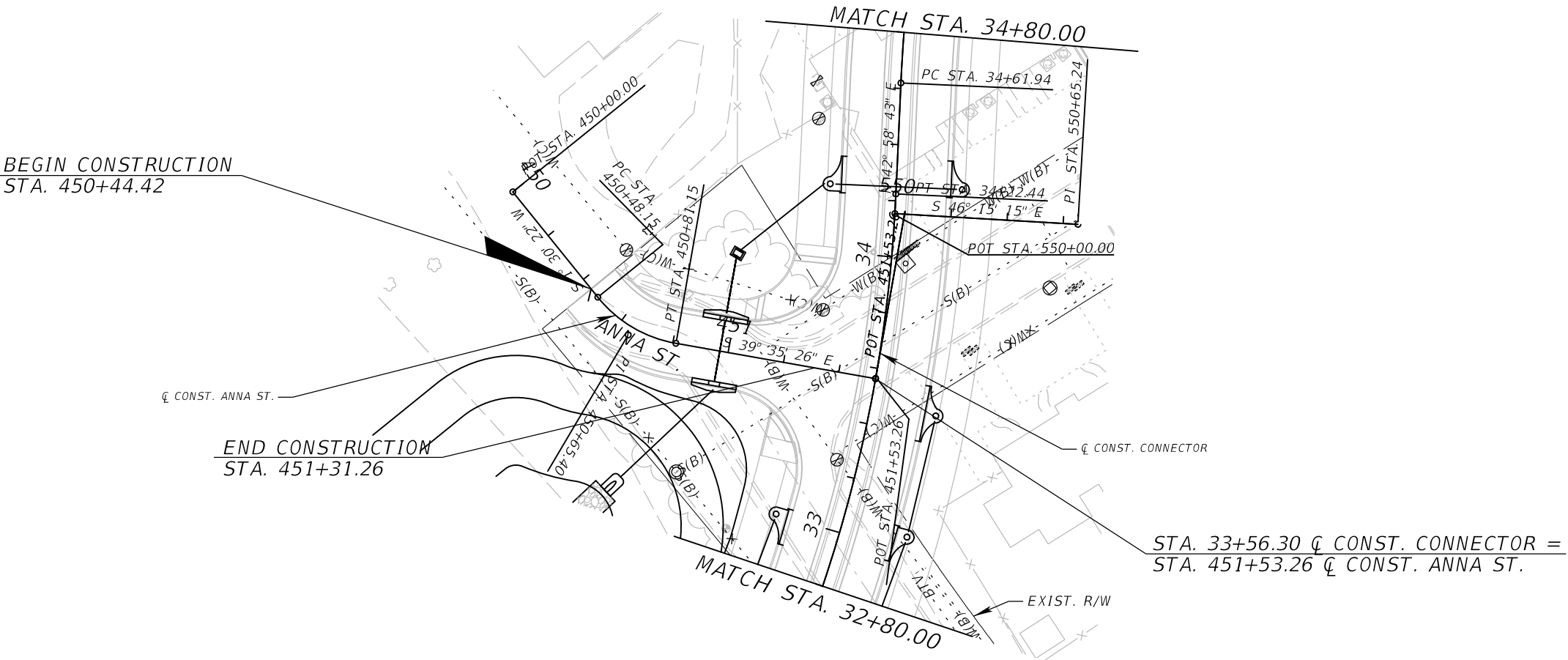
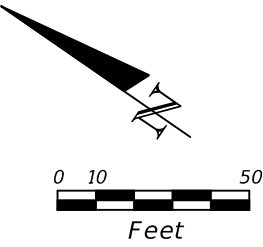


REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (6)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		128

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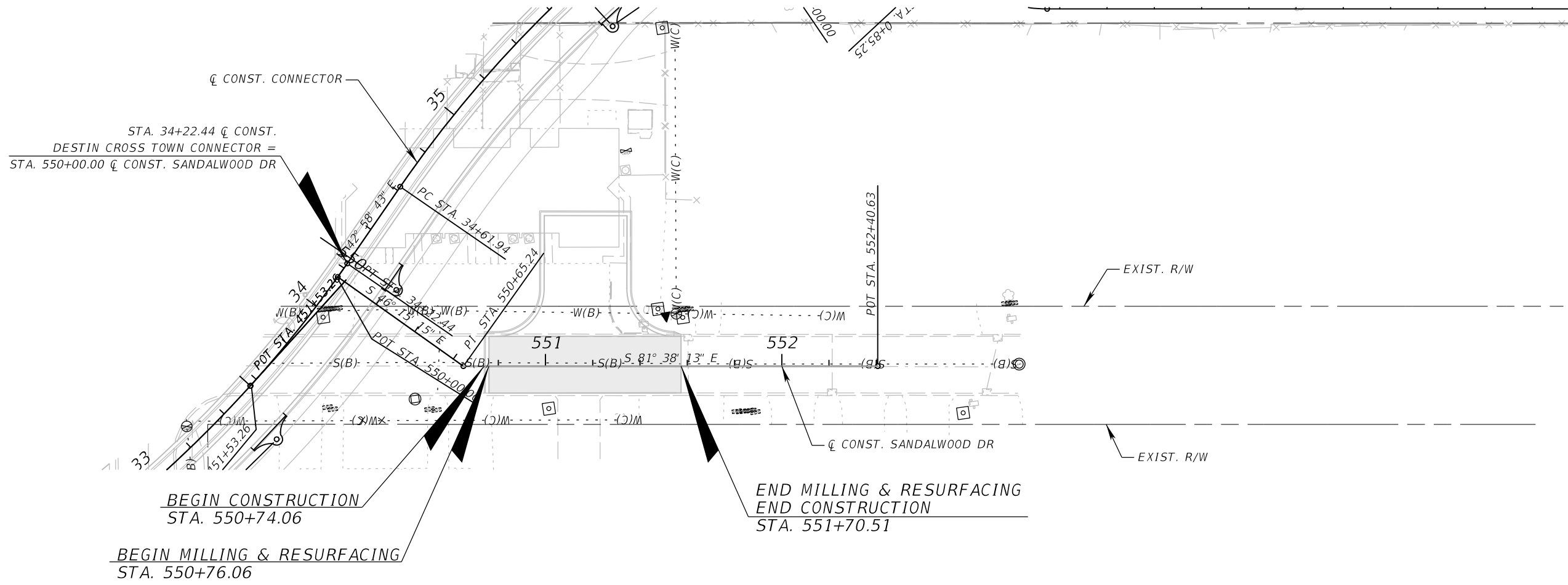
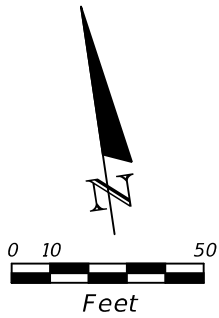


REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (7)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		129



REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		UTILITY ADJUSTMENTS (8)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								130

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		131

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PAY ITEM NOTES:

0400-0-11 PAY ITEM FOR CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 TO INCLUDE COST OF FOR CONSTRUCTING GRAVITY WALL CONCRETE GUTTER PER INDEX 430-001.

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
101-1	MOBILIZATION	1			

INDEX OF SUMMARY OF QUANTITIES

SHEET NO.	SHEET DESCRIPTION
SQ-1	PAY ITEM NOTES
	SUMMARY OF LUMP SUM ITEMS
	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-2	SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS
SQ-3	SUMMARY OF SPECIAL DETOURS
	SUMMARY OF TEMPORARY CRASH CUSHIONS
SQ-4	SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES
SQ-5	SUMMARY OF SIDE DRAIN & MITERED END SECTIONS
	SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS
SQ-6 - SQ-7	SUMMARY OF LITTER REMOVAL AND MOWING
SQ-8 - SQ-9	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
SQ-10	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
	SUMMARY OF MAILBOXES
	SUMMARY OF EARTHWORK
SQ-11	SUMMARY OF PAVEMENT
SQ-12	SUMMARY OF PAVEMENT
	SUMMARY OF WALLS
	SUMMARY OF RAILING
SQ-13 - SQ-15	SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS
SQ-16 - SQ-17	SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE 1A			PHASE 1B			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC CONTROL	LS	60	1	60	95	1	95	155		435 TOTAL DA, INCLUDES 14 DA	
102-60	WORK ZONE SIGNS	ED	60	20	1200	95	33	3135	4335			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED				95	29	2755	2755			
102-71-13	LOW PROFILE BARRIER F&I	LF					412	412	412			
102-71-15	BARRRIER WALL (ANCHORED) F&I	LF										
102-74-1	CHANNELIZING DEVICES I AND II	ED	60	113	6780	95	152	14440	21220			
102-99	PCMS	ED	14	4	56				56		14 DAYS ADVANCE OF PROJ.	
102-99	PCMS DETOUR FOR PHASE	ED				95	3	285	285			
102-115	TYPE III BARRICADES	ED					16	16	16			
710-11-101	PAINTED PAVEMENT MARKINGS 6" WHITE	GM		0.415	0.415		0.622	0.622	1.037			
710-11-125	PAINTED PAVEMENT MARKINGS 24" WHITE	LF					18	18	18			
710-11-201	PAINTED PAVEMENT MARKINGS 6" YELLOW	GM		0.552	0.552		0.682	0.682	1.234			

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DATE	DESCRIPTION		DATE					
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		SQ-1

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE IC			PHASE II			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL	DURATION	QUANTITY	TOTAL				
			DAYS	P	P	DAYS	P	P	P	F		
102-1	MAINTENANCE OF TRAFFIC CONTROL	LS	100	1	100	90	1	90	190		435 TOTAL DAYS	
102-60	WORK ZONE SIGNS	ED	100	44	4400	90	36	3240	7640			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	100	36	3600	90	37	3330	6930			
102-71-13	LOW PROFILE BARRIER F&I	LF		776	776				776			
102-71-15	BARRRIER WALL (ANCHORED) F&I	LF					368	368	368			
102-74-1	CHANNELIZING DEVICES I AND II	ED	100	121	12100	90	50	4500	16600			
102-99	PCMS	ED										
102-99	PCMS DETOUR FOR PHASE	ED	100	4	400	90	5	450	850			
102-115	TYPE III BARRICADES	ED	100	21	2100	90	12	1080	3180			
710-11-101	PAINTED PAVEMENT MARKINGS 6" WHITE	GM		0.432	0.432		0.371	0	0.803			
710-11-125	PAINTED PAVEMENT MARKINGS 24" WHITE	LF		10	10		28	28	38			
710-11-201	PAINTED PAVEMENT MARKINGS 6" YELLOW	GM		0.407	0.407		0.376	0	0.783			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS											
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE III			TOTAL		GRAND TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL						
			DAYS	P	P	P	F	P	F		
102-1	MAINTENANCE OF TRAFFIC CONTROL	LS	90	1	90	90		435		435 TOTAL DAYS	
102-60	WORK ZONE SIGNS	ED	90	27	2430	2430		14405			
102-60	WORK ZONE SIGNS DETOUR FOR PHASE	ED	90	30	2700	2700		12385			
102-71-13	LOW PROFILE BARRIER F&I	LF						1188			
102-71-15	BARRRIER WALL (ANCHORED) F&I	LF						368			
102-74-1	CHANNELIZING DEVICES I AND II	ED	90	44	3960	3960		41780			
102-99	PCMS	ED						56			
102-99	PCMS DETOUR FOR PHASE	ED	90	5	450	450		1585			
102-115	TYPE III BARRICADES	ED	90	2	180	180		3376			
710-11-101	PAINTED PAVEMENT MARKINGS 6" WHITE	GM		0.429	0.429	0.429		2.269			
710-11-125	PAINTED PAVEMENT MARKINGS 24" WHITE	LF						56			
710-11-201	PAINTED PAVEMENT MARKINGS 6" YELLOW	GM		0.412	0.412	0.412		2.429			

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DATE	DESCRIPTION		DATE					
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		SQ-2

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES							
LOCATION	SIDE	SEDIMENT BARRIER		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		0104 10 3		0104 18			
		LF		EA			
		P	F	P	F		
26+12.39 to 26+91.26	LT	78.9					
26+17.15 to 26+49.16	RT	56.7					
26+61.15 to 27+60.69	RT	99.5					
27+16.73 to 27+32.60	LT	15.9					
27+42.49 to 27+75.37	LT	32.9					
27+85.50 to 28+03.62	LT	18.1					
27+88.70 to 28+83.17	RT	95.4					
28+29.65 to 29+05.27	LT	72.7					
29+19.19 to 29+45.53	LT	49.7					
29+28.20 to 29+55.58	RT	51.2					
29+28.59 to 29+75.71	LT	115.7					
29+55.99 to 29+78.22	RT	62.7					
32+28.85 to 32+41.32	RT	32.7					
30+21.82 to 32+60.70	LT	247.1					
32+33.37 to 34+21.99	RT	371.2					
33+26.01 to 33+45.27	RT	40.6					
33+90.80 to 45+97.50	LT	1434.6					
34+32.04 to 34+41.42	RT	16.5					
34+61.76 to 34+79.66	RT	20.3					
34+87.84 to 44+73.32	RT	1091.4					
44+98.39 to 45+05.01	RT	10.7					
45+62.11 to 47+44.50	RT	255.4					
46+06.68 to 46+27.67	LT	77.3					
46+38.11 to 46+48.12	LT	15.2					
46+54.57 to 46+55.13	LT	5.7					
46+54.57 to 47+02.42	LT	212.4					
47+21.42 to 48+39.31	LT	125.7					
48+37.76 to 48+84.78	RT	47.0					
48+64.86 to 49+05.50	RT	40.6					
29+20.28	RT			1		EX - 1	
47+42.00	RT			1		EX - 2	
47+53.53	LT			1		EX - 3	
48+44.24	LT			1		EX - 5	
48+52.80	RT			1		EX - 4	
551+60.42	LT			1		SANDALWOOD DR, EX - 6	
552+21.30	RT			1		SANDALWOOD DR, EX - 7	
552+81.14	RT			1		SANDALWOOD DR, EX - 9	
552+93.89	LT			1		SANDALWOOD DR, EX - 8	
SUB-TOTAL		4793.8		9			
TOTAL		4794		9			

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		SQ-4

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS											
LOCATION	SIDE	PIPE LENGTH - LF				MES - EA				DESIGN NOTES	CONSTRUCTION REMARKS
STA. TO STA.		ROUND				ROUND					
		18"		24"		18"		24"			
		P	F	P	F	P	F	P	F		
32+29.69 to 32+29.69	LT			40.7				1		0-100	
38+60.00 to 38+60.00	RT	34.8				1				0-300	
44+34.75 to 44+34.75	RT							1		0-400	
253+21.69 to 253+21.69	LT			36.0				1		0-500 , BEACH	
450+73.02 to 450+73.02	RT	48.9				1				0-200 , ANNA	
SUB-TOTAL :		83.7		76.7		2		3			
TOTAL :		84		77		2		3			

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS										
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.								
					P	F	P	F		
0530-3-4	RIPRAP , RUBBLE F&I , DITCH LINING	32+24.65 to 32+38.43	LT	TN	12.0		87.8		O-100	
		32+66.36 to 32+88.38	LT		12.0				O-200	
		38+53.94 to 38+66.25	RT		12.9				O-300	
		44+32.07 to 44+43.58	RT		12.0				O-400	
		253+15.76 to 253+26.39	LT		12.0				BEACH , O-500	
		351+40.40 to 351+49.44	LT		7.3				SANDALWOOD CT , CF-1	
		352+03.09 to 352+10.67	LT		2.6				SANDALWOOD CT , CF-2	
		352+00.00 to 352+33.41	RT		17.0				SANDALWOOD CT , FLUME	
0530-74	BEDDING STONE	32+24.65 to 32+38.43	LT	TN	4.3		31.4		O-100	
		32+66.36 to 32+88.38	LT		4.3				O-200	
		38+53.94 to 38+66.25	RT		4.6				O-300	
		44+32.07 to 44+43.58	RT		4.3				O-400	
		253+15.76 to 253+26.39	LT		4.3				BEACH , O-500	
		351+40.40 to 351+49.44	LT		2.6				SANDALWOOD CT , CF-1	
		352+03.09 to 352+10.67	LT		0.9				SANDALWOOD CT , CF-2	
		352+00.00 to 352+33.41	RT		6.1				SANDALWOOD CT , FLUME	

REVISIONS				NIKKI E. ROWE, P.E. P.E. LICENSE NUMBER 87498 ATKINS NORTH AMERICA, INC. 482 W. KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE					
					COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		SQ-5

SUMMARY OF LITTER REMOVAL AND MOWING																						
CONST. PHASE	LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL							MOWING							DESIGN NOTES	CONSTRUCTION REMARKS		
					0107 1							0107 2										
	AREA ID				L	W	CYCLES	AREA		AREA ID	L	W	CYCLES	AREA								
								AC/ CYCLE	TOTAL (AC)					AC/ CYCLE	TOTAL (AC)							
	STA. TO STA.									P	F						P	F				
IA	151+60.00 TO 155+20.00	LT	60	30		360.0	37.0	2	0.306	0.612				2					BENNING_CL			
	155+60.00 TO 158+70.00	RT	60	30		310.0	38.0	2	0.270	0.541				2					BENNING_CL			
IB	26+15.00 TO 29+70.00	RT	95	30		355.0	39.0	3	0.318	0.954				3					DESTIN_CL			
	26+15.00 TO 29+70.00	LT	95	30		355.0	32.0	3	0.261	0.782				3					DESTIN_CL			
	153+95.00 TO 158+30.00	RT	95	30		435.0	33.0	3	0.330	0.989				3					BENNING_CL			
	155+60.00 TO 158+70.00	LT	95	30		310.0	38.0	3	0.270	0.811				3					BENNING_CL			
	30+47.55 TO 45+53.89	LT	95	30		1506.3	85.0	3	2.939	8.818				3					DESTIN_CL			
	30+47.55 TO 45+53.89	RT	95	30		1506.3	100.0	3	3.458	10.374				3					DESTIN_CL			
	252+12.57 TO 257+21.51	LT	95	30		508.9	19.0	3	0.222	0.666				3					BEACH_BL			
	252+12.57 TO 257+21.51	RT	95	30		508.9	19.5	3	0.228	0.683				3					BEACH_BL			
IC	26+15.00 TO 29+70.00	RT	100	30		355.0	39.0	3	0.318	0.954				3					DESTIN_CL			
	26+15.00 TO 29+70.00	LT	100	30		355.0	32.0	3	0.261	0.782				3					DESTIN_CL			
	153+95.00 TO 158+30.00	RT	100	30		435.0	33.0	3	0.330	0.989				3					BENNING_CL			
	155+60.00 TO 158+70.00	LT	100	30		310.0	38.0	3	0.270	0.811				3					BENNING_CL			
	30+47.55 TO 45+53.89	LT	100	30		1506.3	85.0	3	2.939	8.818				3					DESTIN_CL			
	30+47.55 TO 45+53.89	RT	100	30		1506.3	100.0	3	3.458	10.374				3					DESTIN_CL			
	252+12.57 TO 257+21.51	LT	100	30		508.9	19.0	3	0.222	0.666				3					BEACH_BL			
	252+12.57 TO 257+21.51	RT	100	30		508.9	19.5	3	0.228	0.683				3					BEACH_BL			
II	46+60.00 TO 48+70.00	RT	100	30		210.0	20.0	3	0.096	0.289				3					DESTIN_CL			
	46+60.00 TO 48+70.00	LT	100	30		210.0	24.0	3	0.116	0.347				3					DESTIN_CL			
	26+15.00 TO 29+70.00	RT	90	30		355.0	39.0	3	0.318	0.954				3					DESTIN_CL			
	26+15.00 TO 29+70.00	LT	90	30		355.0	32.0	3	0.261	0.782				3					DESTIN_CL			
	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989				3					BENNING_CL			
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811				3					BENNING_CL			
	30+47.55 TO 45+53.89	LT	90	30		1506.3	85.0	3	2.939	8.818				3					DESTIN_CL			
	30+47.55 TO 45+53.89	RT	90	30		1506.3	100.0	3	3.458	10.374				3					DESTIN_CL			
	30+35.04 TO 44+88.73	LT/RT	90	30		1453.7	9.0	3	0.300	0.901				3					DESTIN_CL			
	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666				3					BEACH_BL			
252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683				3					BEACH_BL				
III	46+60.00 TO 48+70.00	RT	90	30		210.0	20.0	3	0.096	0.289				3					DESTIN_CL			
	46+60.00 TO 48+70.00	LT	90	30		210.0	24.0	3	0.116	0.347				3					DESTIN_CL			
	153+95.00 TO 158+30.00	RT	90	30		435.0	33.0	3	0.330	0.989				3					BENNING_CL			
	155+60.00 TO 158+70.00	LT	90	30		310.0	38.0	3	0.270	0.811				3					BENNING_CL			
IA	252+12.57 TO 257+21.51	LT	90	30		508.9	19.0	3	0.222	0.666				3					BEACH_BL			
	252+12.57 TO 257+21.51	RT	90	30		508.9	19.5	3	0.228	0.683				3					BEACH_BL			
IA	151+60.00 TO 155+20.00	LT	60	30				2					360.0	37.0	2	0.306	0.612		BENNING_CL			
	155+60.00 TO 158+70.00	RT	60	30				2					310.0	38.0	2	0.270	0.541		BENNING_CL			
IB	26+15.00 TO 29+70.00	RT	95	30				3					355.0	39.0	3	0.318	0.954		DESTIN_CL			
	26+15.00 TO 29+70.00	LT	95	30				3					355.0	32.0	3	0.261	0.782		DESTIN_CL			
	153+95.00 TO 158+30.00	RT	95	30				3					435.0	33.0	3	0.330	0.989		BENNING_CL			
	155+60.00 TO 158+70.00	LT	95	30				3					310.0	38.0	3	0.270	0.811		BENNING_CL			
	252+12.57 TO 257+21.51	LT	95	30				3					508.9	19.0	3	0.222	0.666		BEACH_BL			
	252+12.57 TO 257+21.51	RT	95	30				3					508.9	19.5	3	0.228	0.683		BEACH_BL			
IC	26+15.00 TO 29+70.00	RT	100	30				3					355.0	39.0	3	0.318	0.954		DESTIN_CL			
	26+15.00 TO 29+70.00	LT	100	30				3					355.0	32.0	3	0.261	0.782		DESTIN_CL			
	153+95.00 TO 158+30.00	RT	100	30				3					435.0	33.0	3	0.330	0.989		BENNING_CL			
	155+60.00 TO 158+70.00	LT	100	30				3					310.0	38.0	3	0.270	0.811		BENNING_CL			
SUB-TOTAL :										78.708	SUB-TOTAL :										9.574	
TOTAL :										78.71	TOTAL :										39.69	

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								SQ-6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF LITTER REMOVAL AND MOWING																				
CONST. PHASE	LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL						MOWING						DESIGN NOTES	CONSTRUCTION REMARKS		
	STA. TO STA.				0107 1						0107 2									
					AREA ID	L	W	CYCLES	AREA		AREA ID	L	W	CYCLES	AREA					
									AC/ CYCLE	TOTAL (AC)					AC/ CYCLE	TOTAL (AC)				
									P	F						P	F			
IC	252+12.57 TO 257+21.51	LT	100	30				3					508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	100	30				3					508.9	19.5	3	0.228	0.683		BEACH_BL	
II	26+15.00 TO 29+70.00	RT	90	30				3					355.0	39.0	3	0.318	0.954		DESTIN_CL	
	26+15.00 TO 29+70.00	LT	90	30				3					355.0	32.0	3	0.261	0.782		DESTIN_CL	
	153+95.00 TO 158+30.00	RT	90	30				3					435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30				3					310.0	38.0	3	0.270	0.811		BENNING_CL	
	30+47.55 TO 45+53.89	LT	90	30				3					1506.3	85.0	3	2.939	8.818		DESTIN_CL	
	30+47.55 TO 45+53.89	RT	90	30				3					1506.3	100.0	3	3.458	10.374		DESTIN_CL	
	30+35.04 TO 44+88.73	LT/RT	90	30				3					1453.7	9.0	3	0.300	0.901		DESTIN_CL	
	252+12.57 TO 257+21.51	LT	90	30				3					508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30				3					508.9	19.5	3	0.228	0.683		BEACH_BL	
	46+60.00 TO 48+70.00	RT	90	30				3					210.0	20.0	3	0.096	0.289		DESTIN_CL	
	46+60.00 TO 48+70.00	LT	90	30				3					210.0	24.0	3	0.116	0.347		DESTIN_CL	
III	153+95.00 TO 158+30.00	RT	90	30				3					435.0	33.0	3	0.330	0.989		BENNING_CL	
	155+60.00 TO 158+70.00	LT	90	30				3					310.0	38.0	3	0.270	0.811		BENNING_CL	
	252+12.57 TO 257+21.51	LT	90	30				3					508.9	19.0	3	0.222	0.666		BEACH_BL	
	252+12.57 TO 257+21.51	RT	90	30				3					508.9	19.5	3	0.228	0.683		BEACH_BL	
SUB-TOTAL :												SUB-TOTAL :						30.11		

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
								SQ-7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	26+17.84 TO 27+03.85	LT	7681	LS	0.017			1		TOTAL = 10.17 AC	
		26+36.00 TO 30+15.91	LT/RT	7642		0.276						
		27+45.48 TO 28+05.19	RT	7676		0.024						
		27+15.97 TO 27+32.52	LT	7680		0.004						
		27+42.52 TO 27+75.68	LT	7682		0.007						
		27+85.47 TO 28+03.69	LT	7683		0.004						
		28+13.81 TO 29+17.13	LT	7684		0.020						
		27+87.94 TO 28+84.13	RT	7685		0.006						
		28+63.23 TO 29+26.22	RT	7677		0.025						
		29+10.81 TO 29+74.46	RT	7688		0.035						
		29+18.41 TO 29+80.48	LT	7686		0.046						
		29+38.80 TO 29+79.99	LT	7687		0.009						
		29+75.91 TO 30+22.62	LT	7565		0.080						
		29+54.02 TO 29+84.02	RT	7691		0.039						
		29+53.88 TO 29+68.75	RT	7689		0.003						
		29+71.63 TO 29+82.69	RT	7690		0.005						
		29+82.57 TO 30+22.92	RT	7556		0.075						
		30+12.31 TO 30+26.50	RT	7692		0.026						
		30+17.42 TO 30+90.59	LT/RT	7780		0.157						
		30+15.65 TO 30+32.02	LT/RT	7693		0.003						
		30+39.87 TO 33+71.24	LT/RT	7662		1.580						
		31+88.81 TO 32+30.48	RT	7665		0.024						
		32+09.05 TO 32+40.36	RT	7666		0.020						
		32+29.69 TO 33+00.22	RT	7781		0.046						
		32+00.97 TO 32+83.16	RT	7667		0.093						
		32+56.27 TO 34+30.00	LT/RT	7809		0.174						
		32+41.93 TO 33+62.08	LT/RT	7808		0.073						
		33+62.17 TO 34+72.49	LT/RT	7830		0.085						
		33+82.39 TO 35+94.43	LT/RT	7848		0.457						
		34+11.82 TO 34+82.79	RT	7782		0.046						
		34+65.16 TO 34+82.00	RT	7864		0.004						
		35+01.11 TO 45+31.44	LT/RT	7663		5.037						
		44+04.20 TO 45+99.67	LT/RT	7673		0.276						
		44+69.04 TO 44+95.30	RT	8025		0.016						
		44+77.26 TO 44+99.68	RT	8018		0.011						
		44+85.47 TO 48+36.00	LT/RT	8049		0.451						
		45+09.07 TO 45+29.99	RT	7883		0.007						
		44+96.83 TO 45+24.87	RT	7877		0.013						
		45+26.39 TO 45+74.59	LT/RT	7934		0.004						
		45+37.71 TO 46+14.30	LT/RT	7925		0.057						
		46+09.33 TO 46+47.08	LT	8003		0.039						
		46+35.81 TO 46+72.08	LT	7969		0.024						
		46+42.77 TO 47+02.79	LT	7977		0.036						
		46+44.90 TO 46+99.70	LT	7919		0.005						
		46+34.76 TO 46+68.83	LT	7903		0.002						
		46+02.91 TO 46+22.19	LT/RT	7896		0.004						
		45+59.81 TO 47+55.79	LT/RT	7675		0.024						
		45+76.22 TO 47+46.54	LT/RT	7674		0.323						
		45+49.20 TO 46+04.84	RT	7890		0.023						
		45+08.77 TO 45+64.48	RT	8041		0.022						
		44+99.18 TO 45+13.91	RT	8032		0.007						

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		SQ-8
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.								
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SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
110 1 1	CLEARING & GRUBBING	47+19.58 TO 48+37.67	LT	7992	LS	0.012						
		47+21.19 TO 48+37.57	LT	7986		0.008						
		48+37.71 TO 48+45.41	RT	7957		0.001						
		48+37.27 TO 48+47.14	RT	7962		0.001						
		32+11.83 TO 32+54.99	RT	7668		0.019						
		32+73.23 TO 34+05.64	LT/RT	7664		0.278						
		46+88.03 TO 47+56.37	RT	7909		0.007						
0110 4 10	REMOVAL OF EXISTING CONCRETE	26+41.78 TO 26+76.81	RT	4191	SY		57.5		2379		DRIVEWAY	
		27+02.86 TO 27+16.70	LT	4190			26.6				DRIVEWAY	
		27+32.00 TO 27+44.03	LT	4173			22.4				DRIVEWAY	
		27+75.35 TO 27+86.02	LT	4179			23.5				DRIVEWAY	
		28+03.64 TO 28+14.15	LT	4185			24.0				DRIVEWAY	
		29+04.43 TO 29+28.55	LT	4197			37.5				DRIVEWAY	
		29+38.80 TO 29+80.33	LT	4290			49.1				DRIVEWAY	
		44+75.72 TO 45+16.05	RT	4332			122.4				DRIVEWAY	
		45+12.51 TO 45+44.93	RT	4457			71.4				DRIVEWAY	
		45+97.65 TO 46+23.05	LT	4510			60.1				DRIVEWAY	
		46+94.38 TO 47+23.22	LT	4301			38.5				DRIVEWAY	
		47+51.87 TO 48+42.18	RT	4310			159.7				DRIVEWAY	
		46+65.41 TO 46+93.62	LT/RT	4540			28.8				DRIVEWAY	
		45+93.28 TO 46+14.93	RT	4532			28.1				DRIVEWAY	
		45+05.58 TO 45+58.83	RT	4526			171.8				DRIVEWAY	
		26+17.01 TO 29+80.65	LT	4995			60.2				CURB & GUTTER	
		26+36.15 TO 27+62.69	RT	4629			26.8				CURB & GUTTER	
		27+86.46 TO 28+84.96	RT	4641			19.1				CURB & GUTTER	
		29+11.08 TO 29+26.47	RT	4652			3.8				CURB & GUTTER	
		29+53.96 TO 29+82.73	RT	4706			6.1				CURB & GUTTER	
		30+22.32 TO 30+30.09	LT	5044			0.7				CURB & GUTTER	
		30+16.68 TO 30+32.55	LT/RT	5054			11.4				CURB & GUTTER	
		30+20.48 TO 30+27.05	RT	5094			9.2				CURB & GUTTER	
		31+81.06 TO 32+33.73	RT	5128			21.1				CURB & GUTTER	
		32+28.87 TO 32+43.64	RT	5118			10.4				CURB & GUTTER	
		32+42.94 TO 34+11.82	LT/RT	5140			34.4				CURB & GUTTER	
		32+26.47 TO 33+59.38	LT/RT	5155			30.2				CURB & GUTTER	
		33+61.20 TO 34+83.65	LT/RT	5169			29.8				CURB & GUTTER	
		34+64.66 TO 34+83.61	RT	5260			2.0				CURB & GUTTER	
		44+84.51 TO 46+48.16	LT/RT	5185			84.6				CURB & GUTTER	
		45+00.65 TO 45+04.54	RT	5205			2.0				CURB & GUTTER	
		45+04.38 TO 46+03.95	RT	5199			44.8				CURB & GUTTER	
		46+34.10 TO 48+37.54	LT	5232			55.7				CURB & GUTTER	
		46+35.73 TO 46+65.41	LT	5224			21.4				CURB & GUTTER	
		46+02.60 TO 48+47.14	LT/RT	5211			55.2				CURB & GUTTER	
		47+19.58 TO 48+37.57	LT	4594			108.5				SIDEWALK	
		48+37.27 TO 48+45.41	RT	4587			7.0				SIDEWALK	
		46+85.72 TO 47+56.37	RT	4569			59.6				SIDEWALK	
		46+10.68 TO 46+68.83	LT/RT	4562			52.2				SIDEWALK	
		46+37.34 TO 47+01.96	LT	4599			149.8				SIDEWALK	
		45+54.12 TO 46+09.87	RT	4555			56.9				SIDEWALK	
		45+05.81 TO 45+17.28	RT	4404			16.5				SIDEWALK	
		44+83.45 TO 44+97.65	RT	4410			23.8				SIDEWALK	
		45+04.44 TO 45+27.43	RT	4417			30.9				SIDEWALK	

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION				COUNTY
								OKALOOSA	DESTIN CROSS TOWN CONNECTOR
								SQ-9	

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS												
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				AREA (AC)	P	F	P	F		
0110 4 10	REMOVAL OF EXISTING CONCRETE	45+33.02 TO 46+02.04	LT/RT	4427	SY		87.8				SIDEWALK	
		46+06.56 TO 46+30.51	LT	4435			32.4				SIDEWALK	
		34+88.51 TO 35+23.90	RT	4610			13.2				SIDEWALK	
		34+71.19 TO 34+91.68	RT	4620			7.0				SIDEWALK	
		33+65.44 TO 34+05.94	LT	4394			65.5				SIDEWALK	
		30+09.32 TO 30+28.32	LT/RT	4381			131.9				SIDEWALK	
		29+36.05 TO 29+79.90	RT	4372			56.4				SIDEWALK	
		29+24.03 TO 29+49.17	RT	4344			25.3				SIDEWALK	
		29+55.46 TO 29+82.27	RT	5106			3.8				CURB & GUTTER	

SUMMARY OF MAILBOXES					
STATION	SIDE	QUANTITY (EA)		DESIGN NOTES	CONSTRUCTION REMARKS
		0110	7 1		
		P	F		
27+20.67	LT	1		DESTIN_CL	
27+48.79	LT	1		DESTIN_CL	
27+71.87	LT	1		DESTIN_CL	
28+00.86	LT	1		DESTIN_CL	
29+07.89	LT	1		DESTIN_CL	
47+01.81	LT	1		DESTIN_CL	
156+18.77	LT	1		BENNING_CL	
253+78.70	RT	1		BEACH_BL	
256+24.22	LT	1		BEACH_BL	
450+84.51	LT	1		ANNA_CL	
551+45.68	LT	1		SAWODR_CL	
SUB-TOTAL:		11			
TOTAL:		11			

SUMMARY OF EARTHWORK					
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 1	REGULAR EXCAVATION	25099.00		DESTIN_CL	
		782.10		BENNING_CL	
		645.00		BEACH_BL	
		97.00		ANNA_CL	
		194.00		SAWOCT_CL	
		119.00		SAWODR_CL	
		16450.00		POND CROSS SECTIONS	
	TOTAL EXCAVATION	43386.10			
0120 6	EMBANKMENT	11672.00		DESTIN_CL	
		245.20		BENNING_CL	
		283.00		BEACH_BL	
		33.00		ANNA_CL	
		565.00		SAWOCT_CL	
		3.00		SAWODR_CL	
		155.00		POND CROSS SECTIONS	
	TOTAL EMBANKMENT	12956.20			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		SQ-10
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
0160 4	Type B Stabilization	27+37.69 to 28+11.69		RT	5892			SY	109.7		14565			
		28+60.84 to 29+30.59		RT	5883				120.3					
		37+40.62 to 37+40.62		RT	5899				10347.8					
		153+93.90 to 155+17.56		LT/RT	5845				646.0					
		155+64.84 to 157+00.02		LT/RT	5837				573.4					
		252+30.00 to 254+47.13		LT/RT	5822				796.2					
		255+36.04 to 257+22.41		LT/RT	5811				705.3					
		350+22.47 to 352+38.03		LT/RT	5862				723.3					
		450+44.42 to 451+27.46		LT/RT	5874				275.4					
		550+73.72 to 551+57.38		LT/RT	5785				267.6					
285706	Optional Base, Base Group 06	27+37.69 to 28+11.69		RT	5573			SY	107.3		11667			
		28+60.84 to 29+34.29		RT	5604				119.3					
		37+38.58 to 37+38.58		RT	5682				7905.7					
		46+76.61 to 47+29.39		RT	10243				13.2					
		153+94.01 to 155+19.88		LT/RT	5666				467.7					
		154+07.22 to 154+89.40		LT	5155				124.9					
		155+62.47 to 157+00.00		LT/RT	5657				516.1					
		252+30.00 to 254+45.07		LT/RT	5635				690.8					
		254+56.78 to 254+76.78		RT	10248				3.4					
		255+39.01 to 257+21.51		LT/RT	5646				601.4					
		255+41.39 to 255+46.03		RT	10253				9.5					
		255+59.63 to 256+30.31		RT	10277				17.3					
		350+20.14 to 352+38.03		LT/RT	5613				626.5					
		450+44.42 to 451+29.81		LT/RT	5624				246.3					
		550+79.51 to 551+54.38		LT	5108				217.8					
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	550+76.05 to 551+57.38		LT/RT	6665			SY	217.0		217			
0334 1 12	Superpave Asphaltic Conc, Traffic B	27+37.69 to 28+11.69		RT	6017			TN	8.86		962.6			
		28+60.84 to 29+34.29		RT	6024				9.84					
		37+38.58 to 37+38.58		RT	6102				652.22					
		46+76.61 to 47+29.39		RT	10289				1.09					
		153+94.01 to 155+19.88		LT/RT	6086				38.59					
		154+07.22 to 154+89.40		LT	5996				10.30					
		155+62.47 to 157+00.00		LT/RT	6077				42.58					
		252+30.00 to 254+45.07		LT/RT	6055				56.99					
		254+56.78 to 254+76.78		RT	10294				0.28					
		255+39.01 to 257+21.51		LT/RT	6066				49.62					
		255+41.39 to 255+46.03		RT	10299				0.79					
		255+59.63 to 256+30.31		RT	10323				1.43					
		350+20.14 to 352+38.03		LT/RT	6033				51.69					
		450+44.42 to 451+29.81		LT/RT	6044				20.32					
		550+79.51 to 551+54.38		LT	5989				17.96					
0337 7 81	Asphalt Concrete Friction Course, Traffic B, FC-12.5, PG 76-22	27+37.69 to 28+11.69		RT	6231			TN	8.86		980.5			
		28+60.84 to 29+34.29		RT	6238				9.84					
		29+54.02 to 29+83.55		RT	6210				10.30					
		29+70.34 to 30+47.65		LT	6291				42.58					
		29+74.81 to 30+38.07		RT	6300				38.59					
		31+23.39 to 32+43.31		RT	6247				51.69					
		33+16.96 to 33+95.64		LT	6258				20.32					
		34+12.83 to 34+82.80		RT	6404				17.92					
		34+33.08 to 35+15.16		RT	6203				17.96					

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		COUNTY	CONSTRUCTION PLANS FOR:		SQ-11
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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SUMMARY OF PAVEMENT

[illegible]

SUMMARY OF WALLS

[illegible]

SUMMARY OF RAILING

LOCATION	SIDE	PIPE HANDRAIL - GUIDERAIL (ALUMINUM)		DESIGN NOTES	CONSTRUCTION REMARKS
		0515 1 2			
		LF			
STA. TO STA.		P	F		
153+99.05 to 154+33.13	RT	34.7		BENNING_CL	
351+30.00 to 352+00.00	RT	80.2		SAWOCT_CL	
SUB-TOTAL :		114.9			
TOTAL :		115			

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DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		SQ-12
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS															
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS		
		STA. TO STA.				GROSS LENGTH	DEDUCTIONS		NET LENGTH		P			F	
0520 1 7	Concrete Curb & Gutter, Type E	30+39.54 to 30+39.54	LT/RT		LF	14.1			14.1		2994				
		30+39.54 to 40+12.46	RT			971.4			971.4						
		30+39.54 to 40+12.46	LT			974.4			974.4						
		40+12.46 to 44+00.00	LT			385.2			385.2						
		40+12.46 to 44+00.00	RT			389.9			389.9						
		44+00.00 to 44+77.35	LT			76.7			76.7						
		44+00.00 to 44+87.90	RT			88.7			88.7						
		44+77.35 to 44+87.54	LT			10.1			10.1						
		44+87.54 to 44+88.62	LT			1.6			1.6						
		44+87.90 to 44+88.89	RT			1.6			1.6						
		44+88.62 to 44+88.89	LT/RT			7.4			7.4						
		45+01.71 to 45+01.82	LT/RT			10.0			10.0						
		45+01.71 to 45+02.52	LT			1.4			1.4						
		45+01.82 to 45+02.70	RT			1.5			1.5						
		45+02.52 to 45+18.45	LT			16.2			16.2						
		45+02.70 to 45+20.25	RT			18.2			18.2						
		45+18.45 to 45+22.46	LT			5.3			5.3						
		45+20.25 to 45+24.13	RT			6.0			6.0						
		45+22.46 to 45+24.13	LT/RT			14.4			14.4						
		0520 1 10	Concrete Curb & Gutter, Type F	26+36.00 to 26+75.70	RT		LF	39.7						39.7	
26+36.15 to 26+39.13	RT					3.0			3.0						
26+53.85 to 26+75.70	LT					21.9			21.9						
26+91.70 to 27+25.50	RT					33.8			33.8						
26+91.70 to 27+53.75	LT					62.1			62.1						
27+36.00 to 27+61.19	RT					42.7			42.7						
27+37.69 to 28+11.69	RT					74.0			74.0						
27+64.25 to 28+32.50	LT					68.3			68.3						
27+88.19 to 28+32.50	RT					61.8			61.8						
28+43.00 to 28+71.29	LT					28.3			28.3						
28+43.00 to 28+83.59	RT					58.9			58.9						
28+60.82 to 29+34.29	RT					75.1			75.1						
28+71.29 to 28+92.43	LT					20.6			20.6						
29+03.22 to 29+77.53	LT					92.6			92.6						
29+12.20 to 29+37.56	RT					45.6			45.6						
29+47.79 to 29+80.10	RT					48.6			48.6						
29+53.91 to 29+80.36	RT					59.8			59.8						
29+55.56 to 29+82.86	RT					88.5			88.5						
29+73.73 to 29+73.81	LT					3.5			3.5						
29+74.04 to 29+77.53	LT					102.2			102.2						
30+09.84 to 30+09.96	RT					3.3			3.3						
30+09.84 to 30+10.55	RT					5.6			5.6						
30+10.28 to 30+11.81	RT					54.6			54.6						
30+12.13 to 30+37.42	RT					47.5			47.5						
30+16.12 to 31+14.60	LT					207.8			207.8						
30+21.15 to 30+21.30	LT					3.5			3.5						
30+38.07 to 31+12.29	RT					77.1			77.1						
31+22.41 to 31+53.90	RT					73.3			73.3						
31+28.12 to 32+14.60	LT					83.2			83.2						
31+54.11 to 32+23.16	RT					159.4			159.4						
31+77.35 to 32+15.37	RT					140.5			140.5						

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
						SQ-13		

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SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.				GROSS LENGTH	DEDUCTIONS		NET LENGTH		P			F
0520 1 10	Concrete Curb & Gutter, Type F (CONT'D)	31+92.08 to 32+23.55	RT		LF	51.4			51.4					
		32+24.06 to 32+30.12	RT			9.8			9.8					
		32+27.34 to 32+41.48	RT			23.0			23.0					
		32+27.89 to 32+95.37	RT			70.1			70.1					
		32+28.12 to 32+89.60	LT			59.1			59.1					
		33+03.12 to 33+42.45	LT			53.3			53.3					
		33+07.89 to 33+37.72	RT			31.0			31.0					
		33+41.74 to 33+57.83	LT			48.7			48.7					
		33+56.98 to 34+22.02	RT			67.5			67.5					
		33+70.15 to 34+21.98	LT			65.3			65.3					
		33+70.60 to 33+80.84	LT			30.8			30.8					
		34+12.07 to 34+31.53	RT			25.6			25.6					
		34+31.53 to 35+17.69	RT			166.1			166.1					
		34+35.00 to 35+71.88	RT			132.7			132.7					
		34+35.00 to 35+72.11	LT			141.4			141.4					
		35+84.63 to 37+22.11	LT			142.7			142.7					
		35+85.40 to 37+21.88	RT			131.3			131.3					
		37+34.63 to 39+75.37	LT			249.9			249.9					
		37+35.40 to 39+74.60	RT			230.1			230.1					
		39+87.89 to 41+00.00	LT			113.0			113.0					
		39+88.12 to 41+00.00	RT			111.0			111.0					
		41+13.00 to 42+24.60	LT			108.2			108.2					
		41+13.00 to 42+25.37	RT			115.8			115.8					
		42+37.89 to 43+65.37	RT			132.4			132.4					
		42+38.12 to 43+64.60	LT			121.6			121.6					
		43+77.89 to 44+14.52	RT			38.0			38.0					
		43+78.12 to 44+13.76	LT			34.3			34.3					
		44+33.78 to 44+69.11	RT			36.7			36.7					
		44+34.56 to 44+68.73	LT			32.9			32.9					
		44+81.63 to 45+32.19	RT			107.5			107.5					
		44+82.26 to 45+55.87	LT			78.6			78.6					
		44+84.60 to 44+94.07	RT			37.9			37.9					
		44+97.15 to 45+05.43	RT			32.8			32.8					
		45+01.40 to 45+53.14	RT			151.5			151.5					
		45+10.86 to 45+22.36	RT			38.8			38.8					
		45+55.63 to 47+33.79	RT			188.2			188.2					
		45+58.27 to 46+47.33	LT			203.2			203.2					
		46+43.50 to 47+45.80	LT			281.2			281.2					
		47+44.65 to 48+47.14	RT			99.8			99.8					
		47+55.95 to 48+37.54	LT			83.9			83.9					
0520 2 2	Concrete Curb, Type B	46+40.71 to 46+44.22	LT		LF	6.1			6.1	142				
		46+40.71 to 46+54.47	LT			28.2			28.2					
		46+44.22 to 46+56.70	LT			25.0			25.0					
		46+47.26 to 46+49.74	RT			5.9			5.9					
		46+47.26 to 46+76.61	RT			31.7			31.7					
		46+49.74 to 46+78.68	RT			29.9			29.9					
		46+54.47 to 46+56.70	LT			5.9			5.9					
		46+76.61 to 46+78.68	RT			9.3			9.3					
0520 2 4	Concrete Curb, Type D	45+59.53 to 46+23.12	LT/RT		LF	226.2			226.2	226				
0520 2 8	Concrete Curb, Type RA	46+34.49 to 46+34.52	RT		LF	301.5			301.5	302				

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		
						SQ-14		

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SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNIT	QUANTITY				TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.				GROSS LENGTH	DEDUCTIONS		NET LENGTH		P			F
							TYPE	LENGTH	P	F				
0520 70	Concrete Traffic Separator, Special - Variable Width	46+55.08 to 46+77.40	LT/RT	6677	SY	32.5			32.5		158			
		46+85.79 to 47+42.45	LT/RT	6688		36.1			36.1					
		253+63.16 to 253+97.39	LT/RT	6667		24.2			24.2					
		254+06.78 to 254+27.11	LT/RT	6655		25.2			25.2					
		255+58.44 to 255+78.77	LT/RT	6700		21.5			21.5					
		255+88.28 to 256+20.05	LT/RT	6711		18.1			18.1					

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS												
LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"		CONC SIDEWALK 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
					0522 1		0522 2		0527 2			
					SY		SY		SF			
STA. TO STA.					P	F	P	F	P	F		
26+53.85 to 27+03.97	LT	6067			51.8							
27+15.97 to 27+31.45	LT	6077			10.2							
27+43.45 to 27+74.54	LT	6083			26.8							
27+86.54 to 28+02.87	LT	6092			11.0							
28+14.87 to 29+13.95	LT	6098			100.6							
29+24.02 to 29+49.69	RT	6129			49.7							
29+26.24 to 29+46.78	LT	6109			18.0							
29+39.96 to 29+49.69	RT	14868			11.1							
30+09.84 to 30+18.20	RT	14873			56.4							
30+16.93 to 30+24.45	LT	14854			12.9							
30+20.00 to 30+29.29	LT	14860			30.2							
31+77.78 to 32+12.98	RT	14910			73.4							
32+19.19 to 32+45.66	RT	6138			25.8							
33+70.70 to 33+91.64	LT	14943			35.3							
45+08.48 to 45+17.20	RT	15062			10.1							
45+54.45 to 47+55.53	RT	15067			212.0							
45+92.53 to 46+05.40	LT	15698			10.4							
46+09.02 to 46+30.56	LT	6316			34.3							
46+43.73 to 47+12.02	LT	15103			234.8							
47+32.29 to 48+37.57	LT	6351			116.0							
48+37.65 to 48+45.41	RT	6360			5.8							
26+23.75 to 26+53.85	LT	5763					24.2					
26+39.15 to 26+71.15	RT	4412					48.4					
26+93.97 to 27+53.45	LT	4578					66.9					
27+64.54 to 28+24.87	LT	4804					71.1					
29+03.71 to 29+36.48	LT	4876					50.6					
29+38.80 to 29+76.87	LT	5444					53.9					
29+46.67 to 29+68.87	LT	5029					21.9					
29+49.69 to 29+71.58	RT	4953					23.2					
29+61.07 to 29+71.85	LT	14848					2.9					
29+61.56 to 29+76.98	LT	5042					14.0					
29+65.06 to 29+75.20	RT	14885					4.1					
29+66.09 to 29+79.68	RT	4969					16.3					
30+10.24 to 30+14.60	RT	5708					4.5					
30+12.27 to 30+38.07	RT	14798					41.8					
30+16.68 to 30+47.57	LT	14780					68.1					
30+17.92 to 30+37.92	LT	14808					31.7					
30+38.07 to 31+34.95	RT	15434					113.8					
30+47.57 to 33+20.02	LT	15460					285.3					
31+34.78 to 31+50.39	RT	14807					15.0					
31+78.45 to 32+08.04	RT	14809					54.5					
32+02.73 to 32+42.93	RT	5889					114.4					
32+08.04 to 36+50.00	RT	15488					497.9					
33+19.86 to 33+38.15	LT	14818					15.5					
33+71.12 to 33+95.65	LT	14819					29.5					
34+01.67 to 45+92.99	LT	15650					1361.7					
36+50.00 to 44+84.24	RT	15557					1051.4					
SUB-TOTAL :					1136.6		4082.6					
TOTAL :					1137		5735		536			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		CONSTRUCTION PLANS FOR:			SQ-16
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

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SUMMARY OF SIDEWALK & DETECTABLE WARNINGS												
LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	CONC SIDEWALK 4"		CONC SIDEWALK 6"		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
					0522 1		0522 2		0527 2			
					SY		SY		SF			
					P	F	P	F	P	F		
36+94.45 to 45+26.29	RT	15613					1115.4					
44+77.66 to 44+93.76	RT	14827					31.7					
44+85.45 to 44+99.14	LT	10136					8.0					
44+88.27 to 45+00.01	RT	10171					8.1					
45+05.36 to 45+59.88	RT	14828					194.9					
45+59.31 to 45+79.94	RT	14826					13.4					
45+96.10 to 46+04.93	LT	5391					5.0					
46+00.25 to 46+19.63	LT	5455					37.7					
46+43.52 to 46+49.63	LT	9815					10.3					
46+74.34 to 46+96.90	LT	5342					13.3					
46+83.68 to 46+97.85	RT	5315					8.2					
47+02.24 to 47+44.98	LT	5575					77.6					
47+45.26 to 48+47.14	RT	14825					128.9					
26+23.75 to 26+46.85	LT	15148							47.7			
29+53.42 to 29+61.95	LT	15155							16.2			
29+56.33 to 29+64.51	RT	15154							16.4			
29+72.84 to 29+76.82	LT	15160							14.7			
29+76.11 to 29+79.62	RT	15165							17.7			
30+11.42 to 30+14.22	RT	15192							8.2			
30+12.95 to 30+19.12	RT	15206							12.3			
30+16.65 to 30+33.74	LT	15221							30.4			
30+32.31 to 30+34.32	RT	15211							26.2			
30+41.09 to 30+43.41	LT	15216							33.7			
31+39.59 to 31+41.51	RT	15227							20.3			
31+41.51 to 31+49.59	RT	15234							22.5			
31+78.97 to 31+88.19	RT	15398							17.9			
32+02.36 to 32+04.40	RT	15248							28.1			
33+25.23 to 33+27.37	LT	15254							21.2			
33+27.37 to 33+37.18	LT	15262							23.5			
33+70.89 to 33+81.04	LT	15400							17.0			
33+95.36 to 33+97.51	LT	15401							27.7			
44+87.27 to 44+96.95	LT	15285							18.0			
44+89.20 to 44+97.97	RT	15278							18.0			
45+26.73 to 45+30.21	RT	15319							17.2			
45+64.20 to 45+74.37	RT	15314							20.5			
46+00.07 to 46+03.39	LT	15293							10.3			
46+43.52 to 46+45.28	LT	15298							12.3			
46+80.79 to 46+90.65	LT	15303							20.0			
46+85.91 to 46+95.60	RT	15308							18.0			
SUB-TOTAL :							1652.5		536.0			

REVISIONS				EDWIN J. RAMOS, P.E. P.E. LICENSE NUMBER 84352 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32810	CITY OF DESTIN		SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION		DATE		CONSTRUCTION PLANS FOR:			SQ-17
					DESTIN CROSS TOWN CONNECTOR			

USER: LAZO6528

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



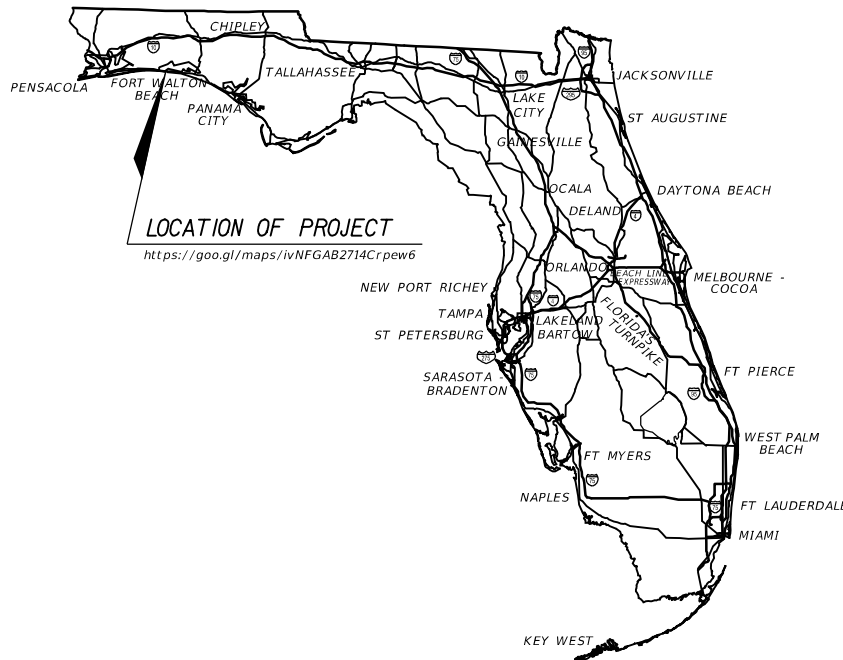
CITY OF DESTIN

CONTRACT PLANS

FINANCIAL PROJECT ID 440553-1-X4-01

OKALOOSA COUNTY

DESTIN CROSS TOWN CONNECTOR



INDEX OF SIGNING & PAVEMENT MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-1A	SIGNATURE SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-8	PLAN SHEETS
S-9	ROUNDBOUT DETAIL

SIGNING & PAVEMENT MARKING PLANS

PHASE III (90%) SUBMITTAL
MAY 2022

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH DECEMBER 2021 CITY OF DESTIN LAND DEVELOPMENT CODE, THE 2016 FLORIDA GREENBOOK, THE FY 2022-23 FDOT STANDARD PLANS, AND THE JANUARY 2022 FDOT STANDARD SPECIFICATIONS.

ROADWAY PLANS ENGINEER OF RECORD:

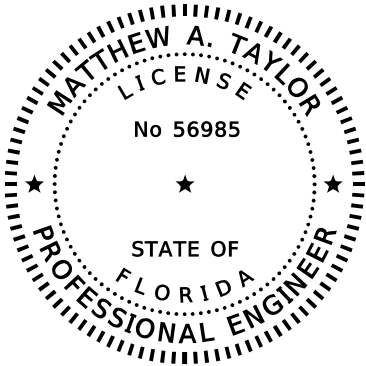
MATTHEW A. TAYLOR, P.E.
P.E. NO.: 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
CONTRACT NO.:
VENDOR NO.:

PROJECT MANAGER:

JOE D. BODI

SHEET
NO.

S-1



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED
AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

ATKINS NORTH AMERICA, INC.
482 S. KELLER ROAD
ORLANDO, FL 32810
MATTHEW A TAYLOR, P.E. NO. 56985

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
S-1	KEY SHEET
S-1A	SIGNATURE SHEET
S-2	TABULATION OF QUANTITIES
S-3	GENERAL NOTES
S-4 TO S-8	PLAN SHEETS
S-9	ROUNDAABOUT DETAIL

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		S-1A
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

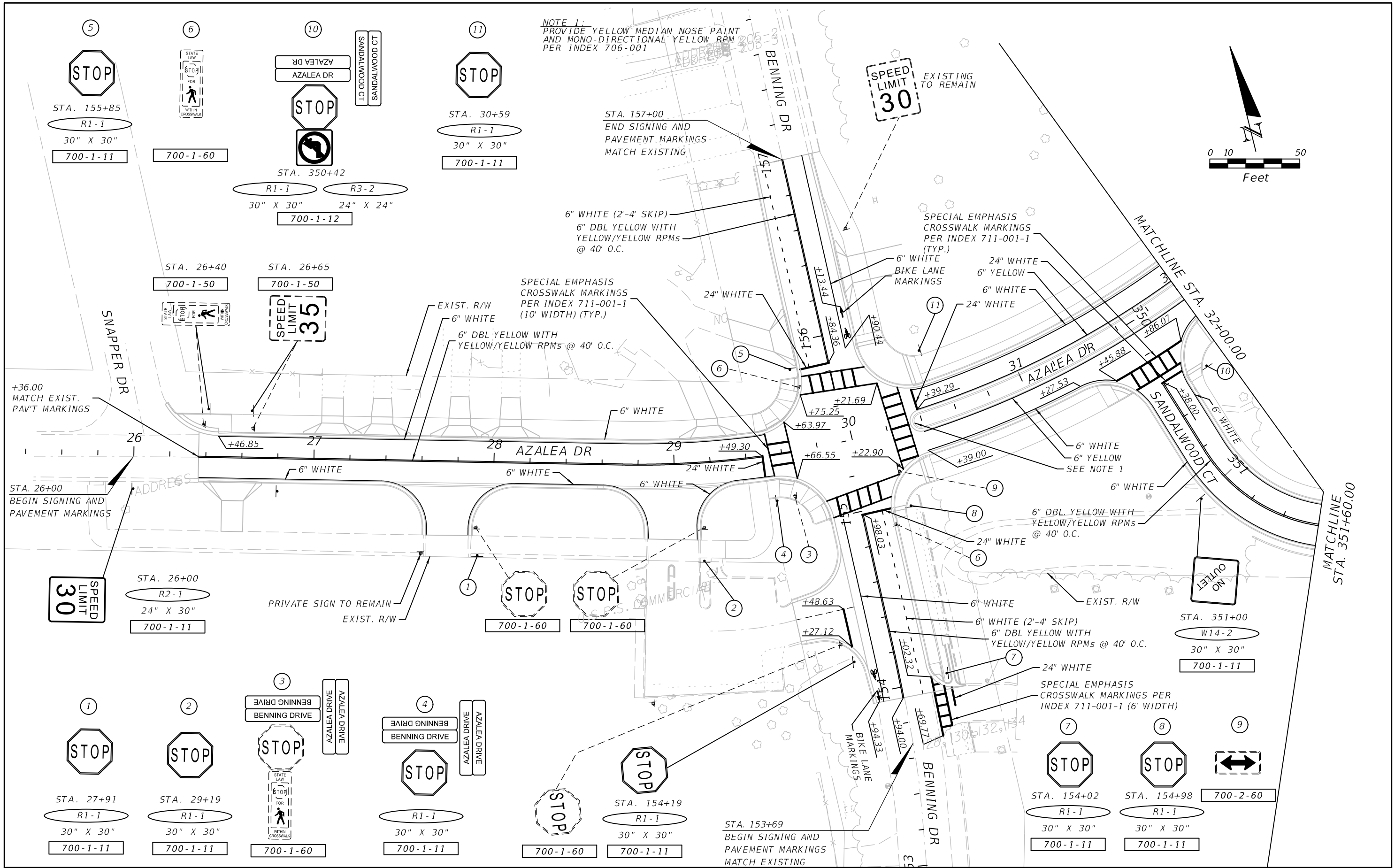
SUMMARY OF SIGNING & PAVEMENT MARKINGS																	
PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												GRAND TOTAL		NOTES
			S-4		S-5		S-6		S-7		S-8		S-9		PLAN	FINAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	10				1		4		3		18		38		
0700-1-12	SINGLE POST SIGN, F&I, GROUND MOUNT, 12-20 SF	AS	1												2		
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	2						1						3		
0700-1-60	SINGLE POST SIGN, REMOVE	AS	5						5		2				14		
0700-2-60	MULTI-POST SIGN, REMOVE	AS	1						1						2		
0705-10-1	OBJECT MARKER, TYPE 1	EA											2		2		
0705-10-4	OBJECT MARKER, TYPE 4	EA			3										3		
0706-1-3	RAISED PAVEMENT MARKER, TYPE B																
	BI-DIRECTIONAL YELLOW/YELLOW	EA													64		
	MONO-DIRECTIONAL YELLOW	EA													15		
0710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS													1		
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF													721		
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF													115		
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM													0.042		
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM													0.025		
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA													4		
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA													6		
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL AND CHEVRON	LF													64		
0711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF													621		
0711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA													2		
0711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA													2		
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM													1.477		
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM													1.346		
0711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM													0.022		

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		TABULATION OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		S-2
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

GENERAL NOTES

1. THE PAVEMENT MARKINGS AT ALL EXISTING / PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT.
2. ANY MARKINGS THAT NEED TO BE REMOVED MAY BE REMOVED BY ANY METHOD WHICH PRODUCES THE SAME RESULTS IN THE SAME MANNER AS HYDRO-BLASTING.
3. ALL REMOVED SIGNS BECOME THE PROPERTY OF THE CONTRACTOR TO BE DISPOSED OF PROPERLY UNLESS OTHERWISE NOTED ON THE PLANS.
4. VERIFY THE LENGTH OF SIGN COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
5. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, ETC. MAY BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER.
6. CAUTION SHOULD BE EXERCISED IN THE INSTALLATION OF POST-MOUNTED ROADSIDE SIGNS IN ORDER TO PREVENT POSSIBLE DAMAGE TO BURIED UTILITIES. CONTRACTOR SHOULD CONSIDER HAND-DIGGING POST HOLES.
7. OUTSIDE CORNERS OF SIGN FACES TO BE CUT CONCENTRIC WITH BORDER. BORDER SHALL BE PARALLEL TO THE EDGE OF SIGN.
8. THE PROJECT ENGINEER MAY REQUIRE THE CONTRACTOR TO FIELD-ADJUST THE LOCATION OF ANY SIGN TO INSURE PROPER VISIBILITY. THE CLEARING AND TRIMMING OF ALL VEGETATION TO ALLOW CLEAR VISIBILITY OF SIGNS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS CLEARING SHALL PERMIT UNOBSTRUCTED VIEWING OF THE SIGN FROM THE OUTSIDE LANE FOR A DISTANCE UP TO 1000 FEET IN ADVANCE OF THE SIGN. THE COST FOR CLEARING AND TRIMMING IS INCIDENTAL.
9. THE STREET NAME SIGNS SHALL BE KEPT VISIBLE AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY RESPONSE PERSONNEL.
10. REMOVE AND REPLACE ALL EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS. IF SIGNS ARE DAMAGED BY THE CONTRACTOR, THE SIGNS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
11. FINAL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
12. FOR SIGN DETAILS, USE THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2009.
13. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR, AS DETERMINED BY THE PROJECT ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING AND PAVEMENT MARKING NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		S-3



NOTE 1:
PROVIDE YELLOW MEDIAN NOSE PAINT
AND MONO-DIRECTIONAL YELLOW RPM
PER INDEX 706-001

STA. 157+00
END SIGNING AND
PAVEMENT MARKINGS
MATCH EXISTING

6" WHITE (2'-4" SKIP)
6" DBL YELLOW WITH
YELLOW/YELLOW RPMs
@ 40' O.C.

SPECIAL EMPHASIS
CROSSWALK MARKINGS
PER INDEX 711-001-1
(10' WIDTH) (TYP.)

6" DBL YELLOW WITH
YELLOW/YELLOW RPMs @ 40' O.C.

SPECIAL EMPHASIS
CROSSWALK MARKINGS
PER INDEX 711-001-1
(TYP.)

6" WHITE
BIKE LANE
MARKINGS

24" WHITE
6" YELLOW

6" WHITE
24" WHITE

6" WHITE
6" YELLOW
SEE NOTE 1

6" DBL YELLOW WITH
YELLOW/YELLOW RPMs
@ 40' O.C.

6" WHITE
6" WHITE (2'-4" SKIP)
6" DBL YELLOW WITH
YELLOW/YELLOW RPMs @ 40' O.C.

24" WHITE
SPECIAL EMPHASIS
CROSSWALK MARKINGS PER
INDEX 711-001-1 (6' WIDTH)

+36.00
MATCH EXIST.
PAV'T MARKINGS

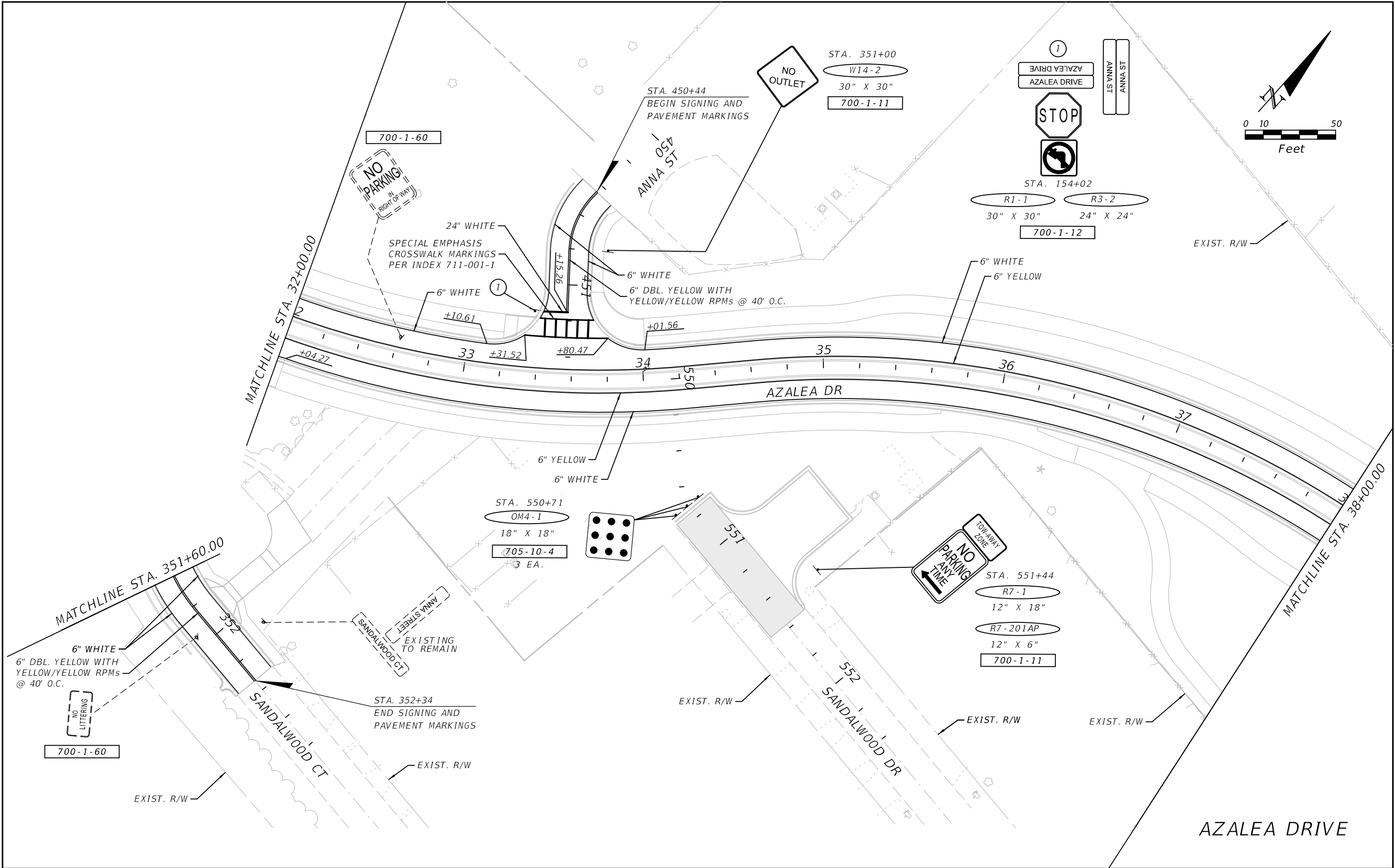
STA. 26+00
BEGIN SIGNING AND
PAVEMENT MARKINGS

PRIVATE SIGN TO REMAIN
EXIST. R/W

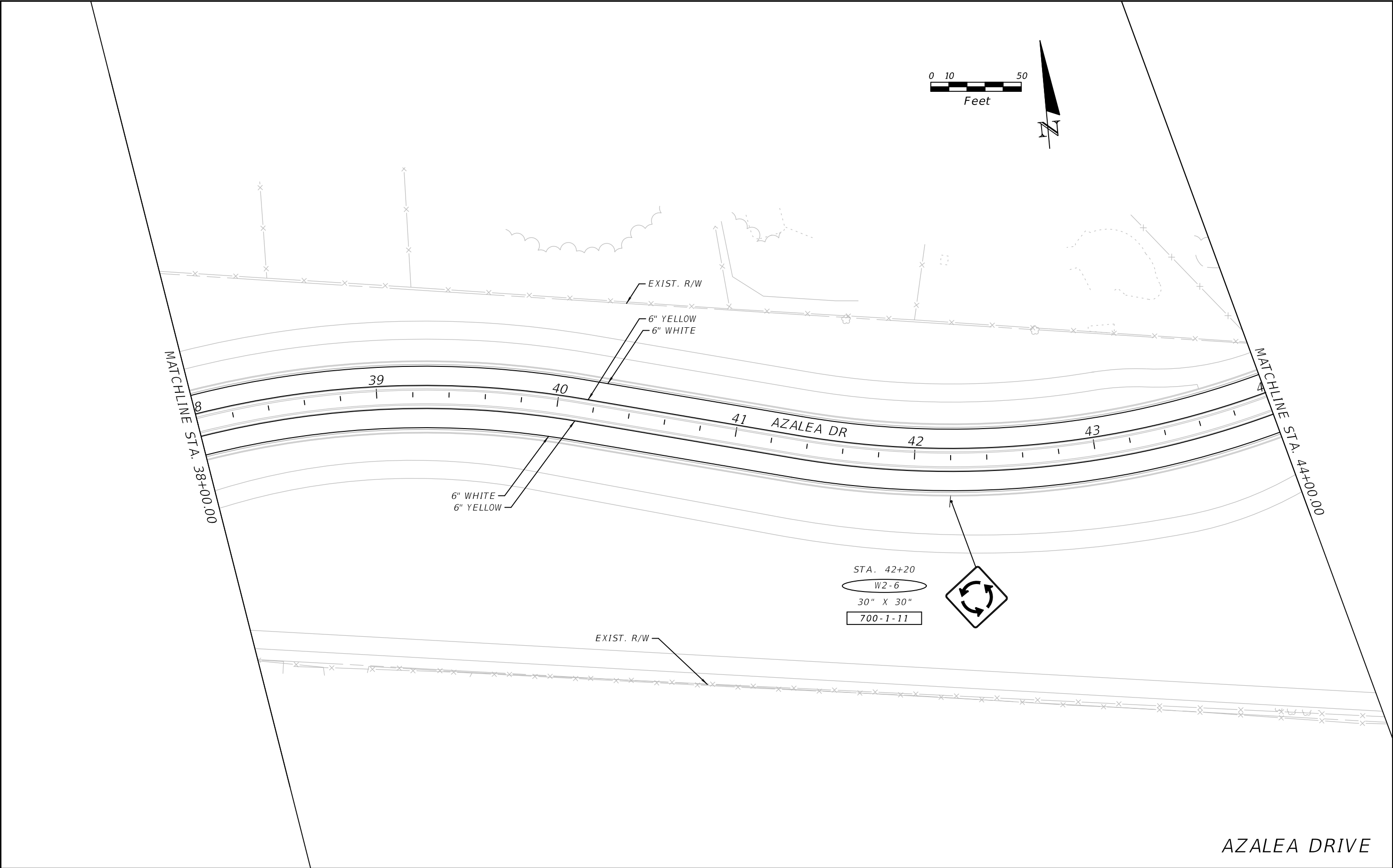
STA. 153+69
BEGIN SIGNING AND
PAVEMENT MARKINGS
MATCH EXISTING

REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO. S-4
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		

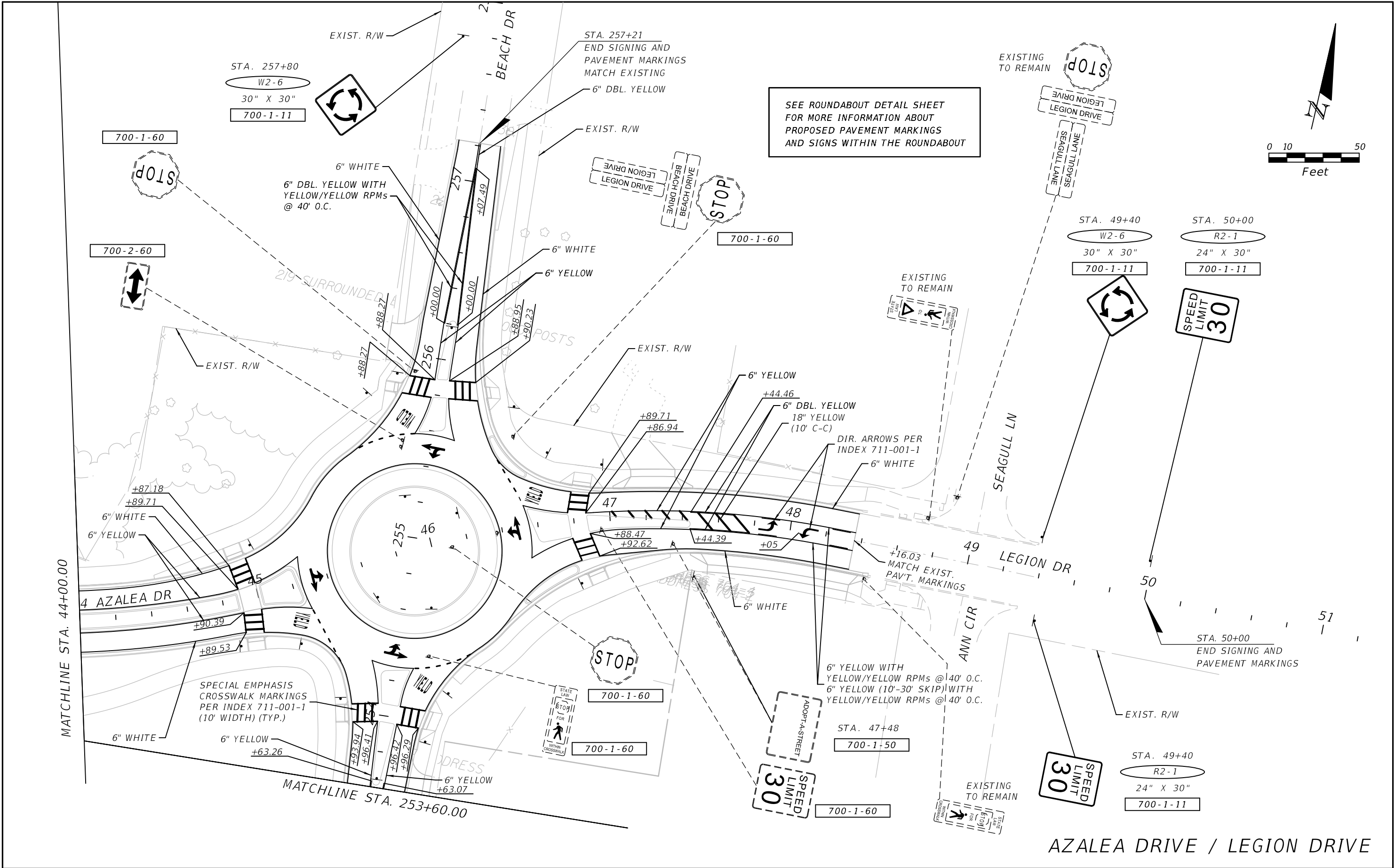
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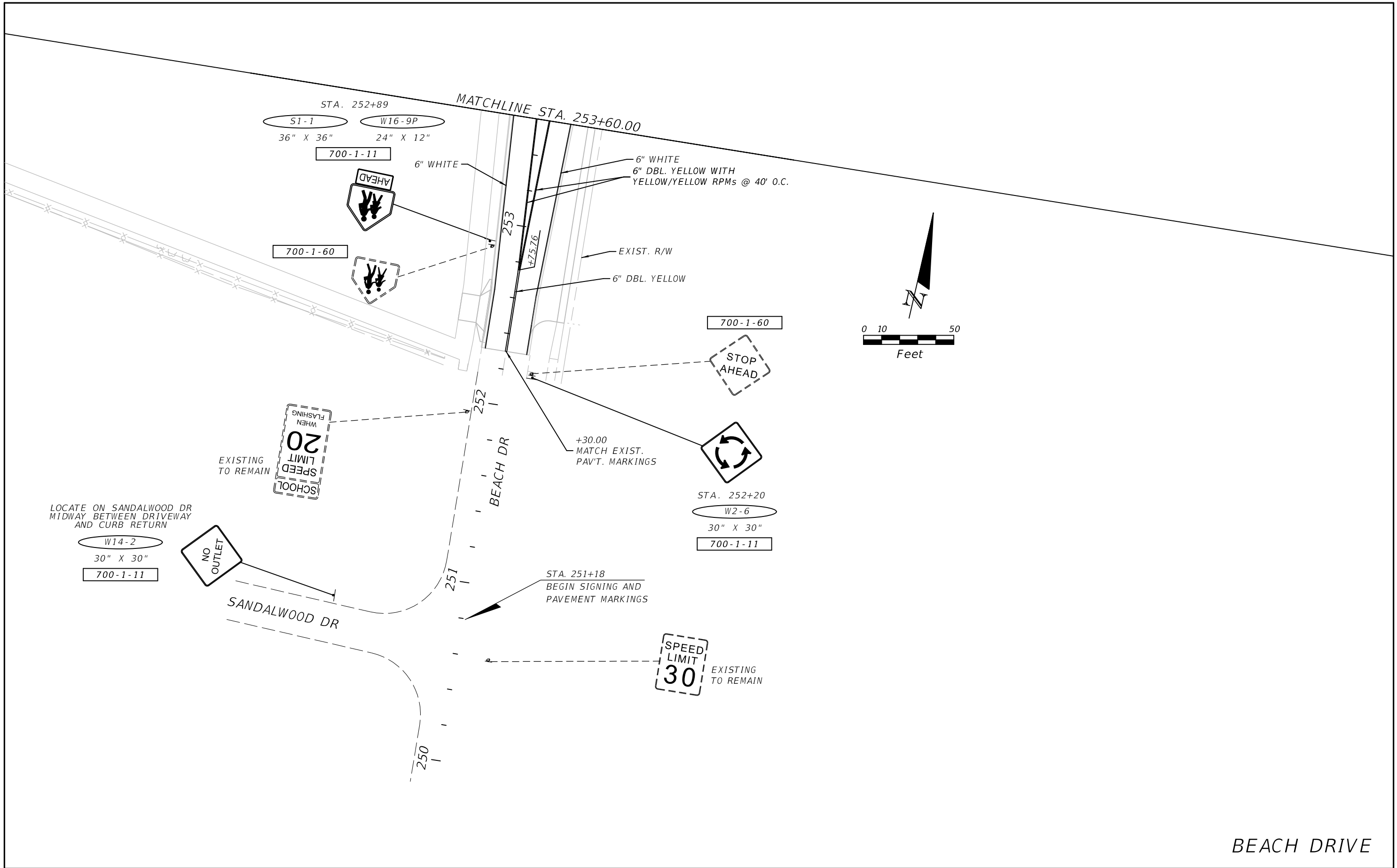
REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO. S-5
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		S-6
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



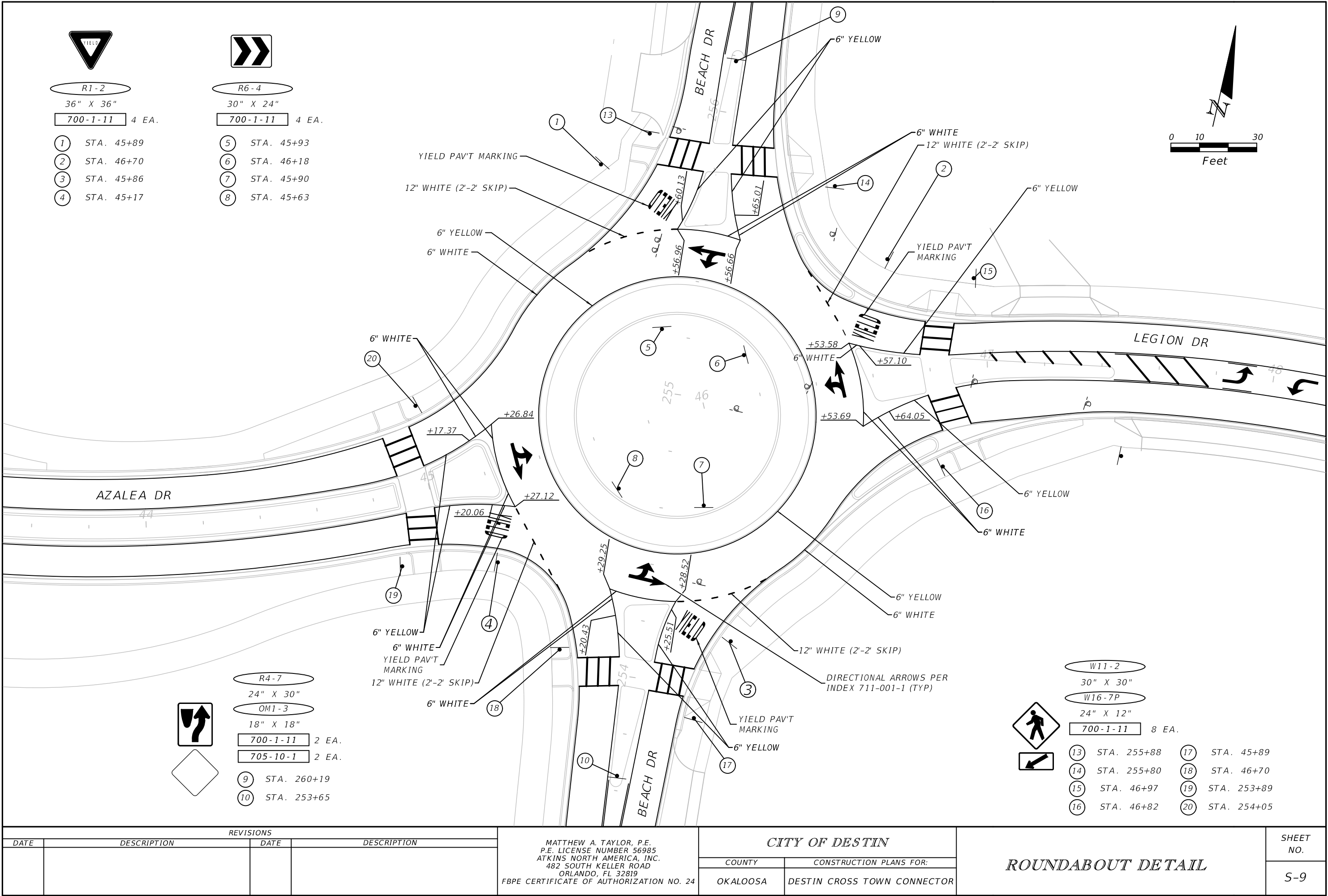
REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SIGNING & PAVEMENT MARKINGS	SHEET NO. S-7
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:		
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR		



BEACH DRIVE

REVISIONS				CITY OF DESTIN	SIGNING & PAVEMENT MARKINGS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION			
				COUNTY	CONSTRUCTION PLANS FOR:	
				OKALOOSA	DESTIN CROSS TOWN CONNECTOR	S-8

MATTHEW A. TAYLOR, P.E.
P.E. LICENSE NUMBER 56985
ATKINS NORTH AMERICA, INC.
482 SOUTH KELLER ROAD
ORLANDO, FL 32819
FBPE CERTIFICATE OF AUTHORIZATION NO. 24



REVISIONS				MATTHEW A. TAYLOR, P.E. P.E. LICENSE NUMBER 56985 ATKINS NORTH AMERICA, INC. 482 SOUTH KELLER ROAD ORLANDO, FL 32819 FBPE CERTIFICATE OF AUTHORIZATION NO. 24	CITY OF DESTIN		SHEET NO. S-9
DATE	DESCRIPTION	DATE	DESCRIPTION		COUNTY	CONSTRUCTION PLANS FOR:	
					OKALOOSA	DESTIN CROSS TOWN CONNECTOR	

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

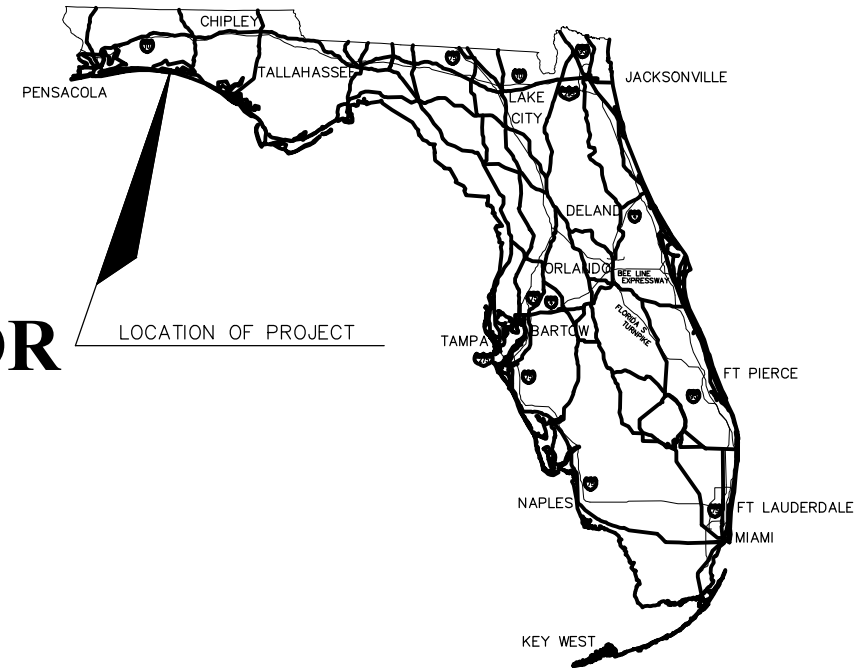
CITY OF DESTIN, FLORIDA

CONSTRUCTION PLANS

FOR

DESTIN CROSS TOWN CONNECTOR

ROADWAY PROJECT



INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
E-001	COVER SHEET
E-002	SUMMARY OF LIGHTING
E-003	ELECTRICAL LEGEND & NOTES
E-004	PANEL SCHEDULES & SPECIFICATIONS
E-005	LIGHTING SCHEDULE & DETAILS
E-100	STREET LIGHTING PLAN A-B
E-101	STREET LIGHTING PLAN C-D
E-102	STREET LIGHTING PLAN E-F
E-103	STREET LIGHTING PLAN G-H

LIGHTING PLANS

LIGHTING SHOP DRAWINGS
TO BE SUBMITTED TO:

PREPARED BY:

ATKINS NORTH AMERICA, INC.
2114 Airport Blvd, Suite 1450
Pensacola, Florida 32504
Phone No. 850.478.9844
Certificate of Authorization # 24

BAGWELL ENGINEERING, INC.
216 E. Government St.
Pensacola, Florida 32502
Phone No. 850.462-8040
Fl Authorization # 30167

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LIGHTING PLANS
ENGINEER OF RECORD: DAVID M. BAGWELL, P.E.

P.E. NO.: 59251

SHEET
NO.

E-001

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST CITY OF DESTIN
LAND DEVELOPMENT CODE AND FDOT STANDARDS & SPECIFICATIONS.

90% PLANS
MAY 2022

SUMMARY OF LIGHTING										
ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS							
			E-100		E-101		E-102		E-103	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630-2-11	CONDUIT IN OPEN TRENCH	LF	1350		1500		1600		1150	
630-1-122	NEW UNDERGROUND ELECTRIC POWER SERVICE WITH METER BASE	AS	1		-		-		1	
630-2-1	ELECTRIC SERVICE WIRE	LF	300		-		-		300	
715-1-11	LIGHTING-CONDUCTORS	LF	4050		4500		4800		3450	
715-4-215	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION)	EA	16		17		17		14	
715-5-31	LUMINAIRE & BRACKET ARM	EA	16		17		17		15	
715-500-1	LIGHT POLE CABLE DISTRIBUTION SYSTEM	EA	16		17		17		14	

ELECTRICAL GENERAL NOTES

1. GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
2. FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES, AS NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
3. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE, THE NATIONAL ELECTRIC CODE, AND UFC PUBLICATIONS. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
4. THE GENERAL CONTRACTOR SHALL NOTIFY THE CONTRACT MANAGER IMMEDIATELY OF ANY CONFLICTS/DISCREPANCIES BETWEEN DISCIPLINES BEFORE ORDERING EQUIPMENT/MATERIALS.
5. ALL CONDUCTORS INDICATED ON PLAN SHALL BE COPPER UNLESS NOTED OTHERWISE.
6. ALL ELECTRICAL WORK AND MATERIALS USED IN THIS PROJECT SHALL BE NEW, UNDERWRITERS' LABORATORIES (UL) LISTED AND LABELED, AND SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
7. THE CONDUIT SYSTEMS UTILIZED SHALL BE AS FOLLOWS:

A) BELOW GRADE - PVC SCHEDULE 80

B) TRANSITIONS FROM BELOW GRADE (WHICH SHALL INCLUDE A 'RSC' FACTORY 90 DEGREE ELBOW) TO ABOVE GRADE AND/OR THRU SLAB - RIGID GALVANIZED STEEL (RGS)
8. ALL NEW CONDUITS RUN UNDERGROUND SHALL HAVE A MINIMUM BURIAL DEPTH OF 36" UNLESS NOTED OTHERWISE
9. WHERE CONFLICTS OCCUR ON ELECTRICAL DRAWINGS BETWEEN DRAWINGS, SPECIFICATIONS AND CODES, THE MOST STRINGENT REQUIREMENT THAT APPLIES SHALL BE ADHERED TO.
10. COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION.
11. ALL FINISHES AND COLORS SHALL BE APPROVED BY CITY OF DESTIN PRIOR TO ORDERING MATERIALS.
12. ALL GROUNDING SHALL BE IN ACCORDANCE WITH NEC.
13. ALL WIRING FOR LIGHTING CIRCUITS SHALL BE A MINIMUM OF #10 AWG COPPER UNLESS NOTED OTHERWISE.
14. ALL PANELBOARDS SHALL BE IN STAINLESS STEEL ENCLOSURES.
15. MINIMUM CONDUIT SIZE FOR LIGHTING CIRCUITS SHALL BE 1".

ELECTRICAL LEGEND

BRANCH CIRCUITING

— RUN UNDERGROUND

LA-1 HOMERUN TO PANEL. ANY CIRCUIT WITHOUT FURTHER IDENTIFICATION INDICATES 2 #10, 1 #10 GROUND - 1" C; 3 #10, 1 #10 GROUND - 1" C; 3 #10, 1 #10 GROUND - 3/4" C; ETC. AS PER NEC. LETTERS AND NUMERALS INDICATE PANEL AND CIRCUIT NUMBER

LIGHTING

□ POLE MOUNTED LED LIGHTING FIXTURE

PANELS AND POWER

120/240V PANELBOARD. SEE TYPICAL PANEL MOUNTING DETAIL THIS SHEET.

MISCELLANEOUS

C. CONDUIT

EMT ELECTRICAL METALLIC TUBING

GND. GROUND

GFCI GROUND FAULT CIRCUIT INTERRUPTER

LFMC LIQUID FLEXIBLE METAL CONDUIT

MTD. MOUNTED

PVC POLYVINYL CHLORIDE

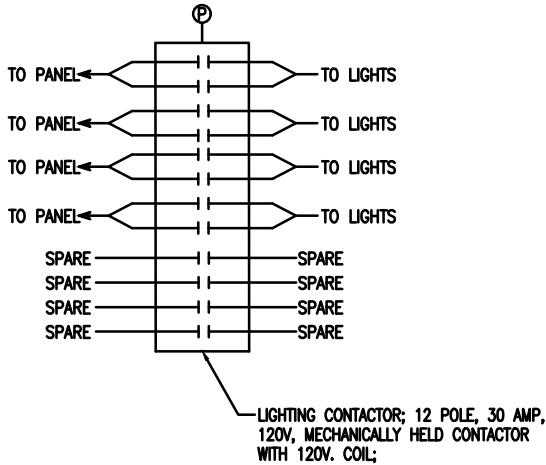
RSC RIGID STEEL CONDUIT

RGS RIGID GALVANIZED STEEL

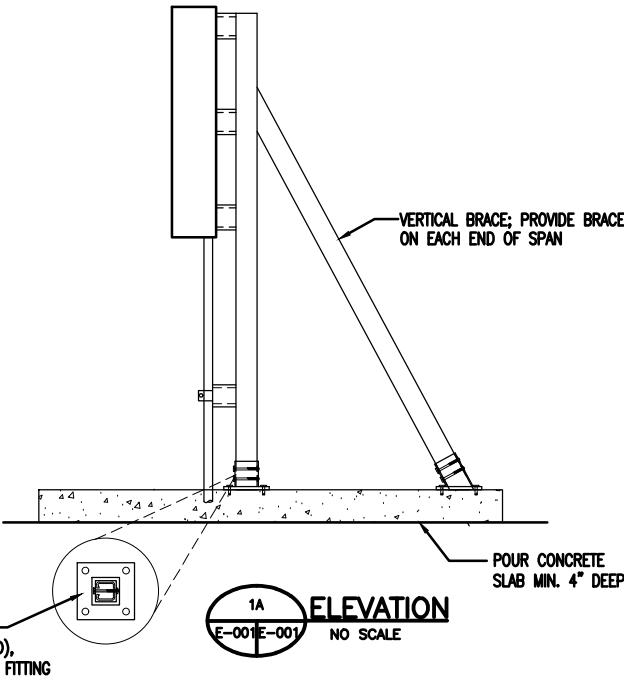
U.N.O. UNLESS NOTED OTHERWISE

V. VOLTS

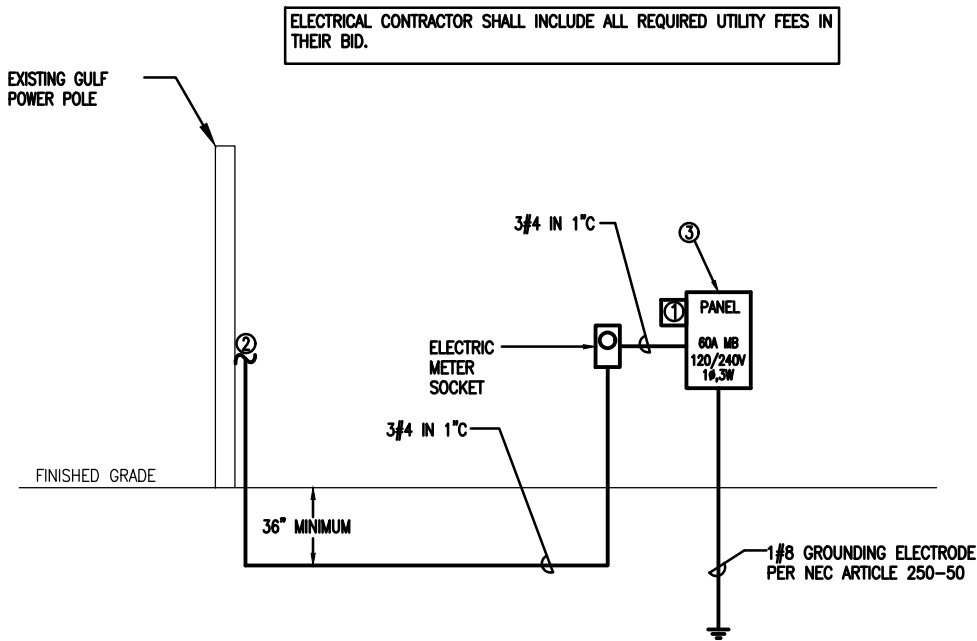
WP WEATHERPROOF



TYPICAL LIGHTING CONTROL DIAGRAM
NOT TO SCALE



90% SUBMITTAL
NOT FOR CONSTRUCTION



TYPICAL POWER RISER DIAGRAM
NOT TO SCALE

SITE POWER RISER DIAGRAM KEYNOTES:

- ① SURGE SUPPRESSOR;
- ② 3/4 IN 1" C; COORDINATE EXACT CONNECTION WITH GULF POWER PRIOR TO CONSTRUCTION.
- ③ LOCKABLE STAINLESS STEEL NEMA 3R ENCLOSURE

TYPICAL PANEL MOUNTING DETAIL
NOT TO SCALE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

BAGWELL ENGINEERING, INC

216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040

FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061

ATKINS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.

E-003

120/240 VOLT 1Ø 3W 60 AMP MAIN BREAKER		CIRCUIT BREAKER PANEL SCHEDULE LAI						UNISTRUT MOUNTED NEMA 3R ENCLOSURE	
CKT	LOAD DESCRIPTION	BREAKER POLE AMP		LOAD KVA		BREAKER AMP POLE		LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.92	1.15	20	2	LIGHTS	2
3	↓	↓	↓			↓	↓	↓	4
5	LIGHTS	2	20	1.28	1.79	20	2	LIGHTS	6
7	↓	↓	↓			↓	↓	↓	8
9	LIGHTING CONTACTOR	1	20			20	2	SPARE	10
11	SPACE ONLY	-	---			↓	↓	↓	12
13	SPACE ONLY	-	---			---	-	SPACE ONLY	14
15	SPACE ONLY	-	---			---	-	SPACE ONLY	16
17	SPACE ONLY	-	---			---	-	SPACE ONLY	18
9	SPACE ONLY	-	---			---	-	SPACE ONLY	10
11	SPACE ONLY	-	---			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	-	---			↓	↓	↓	14
TOTAL CONNECTED LOAD: 6.14 KVA MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL									

120/240 VOLT 1Ø 3W 60 AMP MAIN BREAKER		CIRCUIT BREAKER PANEL SCHEDULE LA2						UNISTRUT MOUNTED NEMA 3R ENCLOSURE	
CKT	LOAD DESCRIPTION	BREAKER POLE AMP		LOAD KVA		BREAKER AMP POLE		LOAD DESCRIPTION	CKT
1	LIGHTS	2	20	1.41	1.02	20	2	LIGHTS	2
3	↓	↓	↓			↓	↓	↓	4
5	LIGHTS	2	20	1.41		20	2	SPARE	6
7	↓	↓	↓			↓	↓	↓	8
9	LIGHTING CONTACTOR	1	20			---	-	SPACE ONLY	10
11	SPACE ONLY	-	---			---	-	SPACE ONLY	12
13	SPACE ONLY	-	---			---	-	SPACE ONLY	14
15	SPACE ONLY	-	---			---	-	SPACE ONLY	16
17	SPACE ONLY	-	---			---	-	SPACE ONLY	18
9	SPACE ONLY	-	---			---	-	SPACE ONLY	10
11	SPACE ONLY	-	---			30	2	SURGE SUPPRESSOR	12
13	SPACE ONLY	-	---			↓	↓	↓	14
TOTAL CONNECTED LOAD: 3.58 KVA MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL									

CONDUIT SPECIFICATIONS

1. RIGID METAL CONDUIT SHALL COMPLY WITH UL 6.
2. PVC CONDUIT FOR FOR DIRECT BURIAL SHALL BE SCHEDULE 80 AND COMPLY WITH UL 651 AND NEMA TC 2.
3. RUN CONDUIT IN STRAIGHT LINES EXCEPT WHERE A CHANGE OF DIRECTION IS NECESSARY. PROVIDE NUMBERS AND SIZES OF DUCTS AS INDICATED.
4. PERFORM CHANGES IN DUCTBANK DIRECTION AS FOLLOWS:

A. SHORT-RADIUS MANUFACTURED 90-DEGREE DUCT BENDS MAY BE USED ONLY FOR POLE OR EQUIPMENT RISERS, UNLESS SPECIFICALLY INDICATED AS ACCEPTABLE.

B. THE MINIMUM MANUFACTURED BEND RADIUS MUST BE 18 INCHES

C. AS AN EXCEPTION TO THE BEND RADIUS REQUIRED ABOVE, PROVIDE FIELD MANUFACTURED LONGSWEEP BENDS HAVING A MINIMUM RADIUS OF 25 FEET FOR A CHANGE OF DIRECTION OF MORE THAN 5 DEGREES, EITHER HORIZONTALLY OR VERTICALLY, USING A COMBINATION OF CURVED AND STRAIGHT SECTIONS. MAXIMUM MANUFACTURED CURVED SECTIONS: 30 DEGREES.
5. DUCTS MUST BE KEPT CLEAN OF CONCRETE, DIRT, OR FOREIGN SUBSTANCES DURING CONSTRUCTION. FIELD CUTS REQUIRING TAPERS MUST BE MADE WITH PROPER TOOLS AND MATCH FACTORY TAPERS. A COUPLING RECOMMENDED BY THE DUCT MANUFACTURER MUST BE USED WHENEVER AN EXISTING DUCT IS CONNECTED TO A DUCT OF DIFFERENT MATERIAL OR SHAPE. DUCTS MUST BE STORED TO AVOID WARPING AND DETERIORATION WITH ENDS SUFFICIENTLY PLUGGED TO PREVENT ENTRY OF ANY WATER OR SOLID SUBSTANCES. DUCTS MUST BE THOROUGHLY CLEANED BEFORE BEING LAID. PLASTIC DUCTS MUST BE STORED ON A FLAT SURFACE AND PROTECTED FROM THE DIRECT RAYS OF THE SUN.
6. DRAW A STIFF BRISTLE BRUSH THROUGH UNTIL CONDUIT IS CLEAR OF PARTICLES OF EARTH, SAND AND GRAVEL; THEN IMMEDIATELY INSTALL CONDUIT PLUGS.
5. DEPTHS TO TOP OF THE CONDUIT FOR BRANCH CIRCUITS MUST BE NOT LESS THAN 24 INCHES BELOW FINISHED GRADE. PROVIDE NOT LESS THAN 3 INCHES CLEARANCE FROM THE CONDUIT TO EACH SIDE OF THE TRENCH. GRADE BOTTOM OF TRENCH SMOOTH; WHERE ROCK, SOFT SPOTS, OR SHARP-EDGED MATERIALS ARE ENCOUNTERED, EXCAVATE THE BOTTOM FOR AN ADDITIONAL 3 INCHES, FILL AND TAMP LEVEL WITH ORIGINAL BOTTOM WITH SAND OR EARTH FREE FROM PARTICLES, THAT WOULD BE RETAINED ON A 1/4 INCH SIEVE. THE FIRST 6 INCH LAYER OF BACKFILL COVER MUST BE SAND COMPACTED AS PREVIOUSLY SPECIFIED. THE REST OF THE EXCAVATION MUST BE BACKFILLED AND COMPACTED IN< 3 TO 6 INCH LAYERS. PROVIDE RED 3 INCH WIDE DETECTABLE WARNING TAPE.

PANELBOARD SPECIFICATIONS

- PANELBOARDS
- PART 1 – GENERAL
- 1.1 SUMMARY
- A. SECTION INCLUDES DISTRIBUTION PANELBOARDS AND LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS.
- 1.2 QUALITY ASSURANCE
- A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
- B. COMPLY WITH NEMA PB 1.
- C. COMPLY WITH NFPA 70.
- 1.3 WARRANTY
- A. SPECIAL WARRANTY: MANUFACTURER’S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE TRANSIENT VOLTAGE SUPPRESSION DEVICES THAT FAIL IN MATERIALS OR WORKMANSHIP WITHIN SPECIFIED WARRANTY PERIOD.
1. WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
- PART 2 – PRODUCTS
- 2.1 GENERAL REQUIREMENTS FOR PANELBOARDS
- A. ENCLOSURES: SURFACE-MOUNTED CABINETS.
1. RATED FOR ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.
- a. OUTDOOR LOCATIONS: NEMA 250, TYPE 3R, STAINLESS STEEL.
2. FRONT: SECURED TO BOX WITH CONCEALED TRIM CLAMPS.
3. HINGED FRONT COVER: ENTIRE FRONT TRIM HINGED TO BOX AND WITH STANDARD DOOR WITHIN HINGED TRIM COVER.
4. DIRECTORY CARD: INSIDE PANELBOARD DOOR, MOUNTED IN TRANSPARENT CARD HOLDER.
- B. INCOMING MAINS LOCATION: TOP AND BOTTOM.
- C. PHASE, NEUTRAL, AND GROUND BUSES: HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
- D. CONDUCTOR CONNECTORS: SUITABLE FOR USE WITH CONDUCTOR MATERIAL AND SIZES.
1. MATERIAL: HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVITY.
2. MAIN AND NEUTRAL LUGS: MECHANICAL TYPE.
3. GROUND LUGS AND BUS CONFIGURED TERMINATORS: MECHANICAL TYPE.
4. FEED-THROUGH LUGS: MECHANICAL TYPE, SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT OPPOSITE END OF BUS FROM INCOMING LUGS OR MAIN DEVICE.
5. SUBFEED (DOUBLE) LUGS: MECHANICAL TYPE SUITABLE FOR USE WITH CONDUCTOR MATERIAL. LOCATE AT SAME END OF BUS AS INCOMING LUGS OR MAIN DEVICE.
- E. SERVICE EQUIPMENT LABEL: NRTL LABELED FOR USE AS SERVICE EQUIPMENT FOR PANELBOARDS WITH ONE OR MORE MAIN SERVICE DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES.
- F. FUTURE DEVICES: MOUNTING BRACKETS, BUS CONNECTIONS, FILLER PLATES, AND NECESSARY APPURTENANCES REQUIRED FOR FUTURE INSTALLATION OF DEVICES.
- G. PANELBOARD SHORT-CIRCUIT CURRENT RATING: RATED FOR SERIES-CONNECTED SYSTEM WITH INTEGRAL OR REMOTE UPSTREAM OVERCURRENT PROTECTIVE DEVICES AND LABELED BY AN NRTL. INCLUDE SIZE AND TYPE OF ALLOWABLE UPSTREAM AND BRANCH DEVICES, AND LISTED AND LABELED FOR SERIES-CONNECTED SHORT-CIRCUIT RATING BY AN NRTL.
- H. PANELBOARD SHORT-CIRCUIT CURRENT RATING: FULLY RATED TO INTERRUPT SYMMETRICAL SHORT-CIRCUIT CURRENT AVAILABLE AT TERMINALS.
- 2.2 PERFORMANCE REQUIREMENTS
- A. SURGE SUPPRESSION: FACTORY INSTALLED AS AN INTEGRAL PART OF INDICATED PANELBOARDS, COMPLYING WITH UL 1449 SPD TYPE 1.
- 2.3 PANELBOARDS
- A. PANELBOARDS, AS SPECIFIED IN THIS ARTICLE, FALL UNDER REQUIREMENTS OF "POWER PANELBOARDS" IN NFPA 70.
- B. PANELBOARDS: NEMA PB 1, POWER AND FEEDER DISTRIBUTION TYPE.
- C. DOORS: SECURED WITH VAULT-TYPE LATCH WITH TUMBLER LOCK; KEYED ALIKE.
- D. MAINS: CIRCUIT BREAKER.
- E. BRANCH OVERCURRENT PROTECTIVE DEVICES: FOR CIRCUIT-BREAKER FRAME SIZES 125 A AND SMALLER: BOLT-ON CIRCUIT BREAKERS.
- PART 3 – EXECUTION
- 3.1 INSTALLATION
- A. RECEIVE, INSPECT, HANDLE, STORE AND INSTALL PANELBOARDS AND ACCESSORIES ACCORDING TO NECA 407.2 E
- B. MOUNT TOP OF TRIM 90 INCHES (2286 MM) ABOVE FINISHED FLOOR UNLESS OTHERWISE INDICATED.
- C. MOUNT PANELBOARD CABINET PLUMB AND RIGID WITHOUT DISTORTION OF BOX. MOUNT RECESSED PANELBOARDS WITH FRONTS UNIFORMLY FLUSH WITH WALL FINISH AND MATING WITH BACK BOX.
- D. INSTALL OVERCURRENT PROTECTIVE DEVICES AND CONTROLLERS NOT ALREADY FACTORY INSTALLED.
1. SET FIELD-ADJUSTABLE, CIRCUIT-BREAKER TRIP RANGES.
- F. INSTALL FILLER PLATES IN UNUSED SPACES.
- G. STUB FOUR 1-INCH (27-GRC) EMPTY CONDUITS FROM PANELBOARD INTO ACCESSIBLE CEILING SPACE OR SPACE DESIGNATED TO BE CEILING SPACE IN THE FUTURE. STUB FOUR 1-INCH (27-GRC) EMPTY CONDUITS INTO RAISED FLOOR SPACE OR BELOW SLAB NOT ON GRADE.
- H. ARRANGE CONDUCTORS IN GUTTERS INTO GROUPS AND BUNDLE AND WRAP WITH WIRE TIES.
- I. COMPLY WITH NECA 1.
- 3.2 IDENTIFICATION
- A. IDENTIFY FIELD-INSTALLED CONDUCTORS, INTERCONNECTING WIRING, AND COMPONENTS; PROVIDE WARNING SIGNS COMPLYING WITH SECTION 260553 "IDENTIFICATION FOR ELECTRICAL SYSTEMS."
- B. CREATE A DIRECTORY TO INDICATE INSTALLED CIRCUIT LOADS AND INCORPORATING OWNER’S FINAL ROOM DESIGNATIONS. OBTAIN APPROVAL BEFORE INSTALLING. USE A COMPUTER OR TYPEWRITER TO CREATE DIRECTORY; HANDWRITTEN DIRECTORIES ARE NOT ACCEPTABLE.
- C. PANELBOARD NAMEPLATES: LABEL EACH PANELBOARD
- 3.3 FIELD QUALITY CONTROL
- A. PERFORM TESTS AND INSPECTIONS.
- B. ACCEPTANCE TESTING PREPARATION:
1. TEST INSULATION RESISTANCE FOR EACH PANELBOARD BUS, COMPONENT, CONNECTING SUPPLY, FEEDER, AND CONTROL CIRCUIT.
2. TEST CONTINUITY OF EACH CIRCUIT.

CONDUCTOR SPECIFICATIONS

1. PROVIDE WIRES AND CABLES IN ACCORDANCE APPLICABLE REQUIREMENTS OF NFPA 70 AND UL FOR TYPE OF INSULATION, JACKET, AND CONDUCTOR SPECIFIED OR INDICATED. DO NOT USE WIRES AND CABLES MANUFACTURED MORE THAN 12 MONTHS PRIOR TO DATE OF DELIVERY TO SITE.
2. PROVIDE THE FOLLOWING:

a. CONDUCTOR SIZES AND CAPACITIES SHOWN ARE BASED ON COPPER, UNLESS INDICATED OTHERWISE.

b. CONDUCTORS NO. 8 AWG AND LARGER DIAMETER: STRANDED.

c. CONDUCTORS NO. 10 AWG AND SMALLER DIAMETER: SOLID.
3. ALL CONDUCTORS SHALL BE COPPER.
4. PROVIDE MINIMUM CONDUCTOR SIZE IN ACCORDANCE WITH THE FOLLOWING:

a. BRANCH CIRCUITS: NO. 10 AWG.
5. PROVIDE COLOR CODING FOR BRANCH CIRCUIT CONDUCTORS.

5.1 PROVIDE COLOR CODING OF GROUND AND NEUTRAL CONDUCTORS AS FOLLOWS:

a. GROUNDING CONDUCTORS: GREEN.

5.2 PROVIDE COLOR CODING OF UNGROUNDED CONDUCTORS IN DIFFERENT VOLTAGE SYSTEMS AS FOLLOWS:

a. PHASE A – BLACK

b. PHASE B – RED
6. UNLESS SPECIFIED OR INDICATED OTHERWISE OR REQUIRED BY NFPA 70, PROVIDE POWER AND LIGHTING WIRES RATED FOR 600-VOLTS, TYPE XHHW CONFORMING TO UL 44, EXCEPT THAT GROUNDING WIRE MAY BE TYPE TW CONFORMING TO UL 83; REMOTE-CONTROL AND SIGNAL CIRCUITS: TYPE TW OR TF, CONFORMING TO UL 83. WHERE LIGHTING FIXTURES REQUIRE 90-DEGREE CENTIGRADE (C) CONDUCTORS, PROVIDE ONLY CONDUCTORS WITH 90-DEGREE C INSULATION OR BETTER.
7. BONDING CONDUCTORS SHALL BE ASTM B1, SOLID BARE COPPER WIRE FOR SIZES NO. 8 AWG AND SMALLER DIAMETER; ASTM B8, CLASS B, STRANDED BARE COPPER WIRE FOR SIZES NO. 6 AWG AND LARGER DIAMETER.
8. PROVIDE INSULATED CONDUCTORS INSTALLED IN EMT, EXCEPT WHERE SPECIFICALLY INDICATED OR SPECIFIED OTHERWISE OR REQUIRED BY NFPA 70 TO BE INSTALLED OTHERWISE. GROUNDING CONDUCTOR: SEPARATE FROM ELECTRICAL SYSTEM NEUTRAL CONDUCTOR. PROVIDE INSULATED GREEN EQUIPMENT GROUNDING CONDUCTOR FOR CIRCUIT(S) INSTALLED IN CONDUIT AND RACEWAYS. MINIMUM CONDUIT SIZE: 1/2 INCH IN DIAMETER. FIRESTOP CONDUIT WHICH PENETRATES FIRE-RATED WALLS, FIRE-RATED PARTITIONS AS REQUIRED.
9. SPLICES OF LOW-VOLTAGE CONDUCTORS ARE NOT ALLOWED.

DIRECTIONAL BORING SPECIFICATIONS

1. UTILIZE HDPE CONDUIT FOR DIRECTIONAL BORING.
2. HDPE SHALL BE SMOOTHWALL, APPROVED/LISTED FOR DIRECTIONAL BORING, MINIMUM SCHEDULE 80, ASTM F2160, NEMA TC 7.
3. DEPTHS TO THE TOP OF THE CONDUIT MUST NOT BE LESS THAN 24 INCHES IN PAVEMENT- OR NON-PAVEMENT-COVERED AREAS.

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R E V I S I O N S			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

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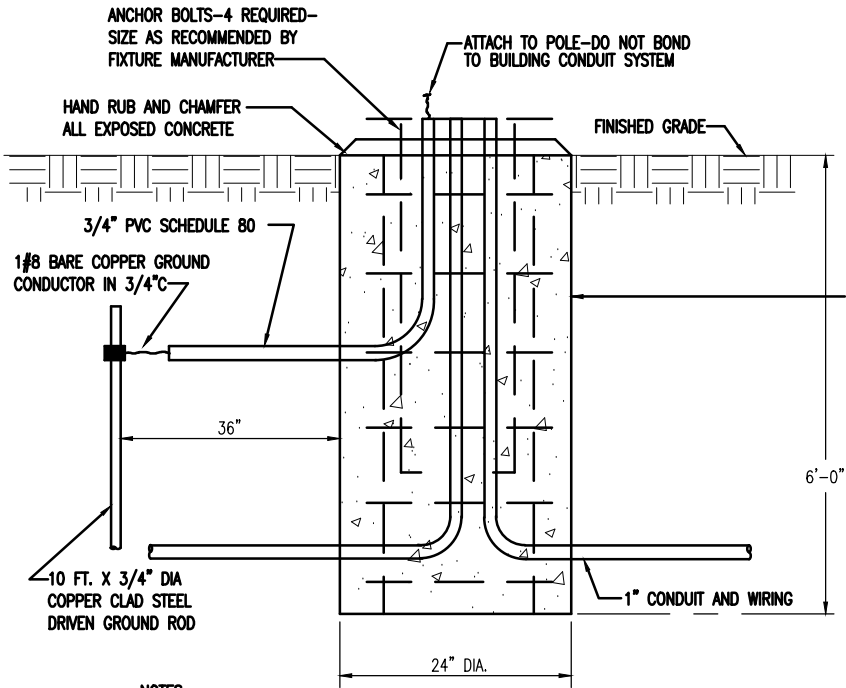
FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061

ATKINS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	OKALOOSA	100044431

ELECTRICAL LEGEND & NOTES

SHEET NO.

E-004



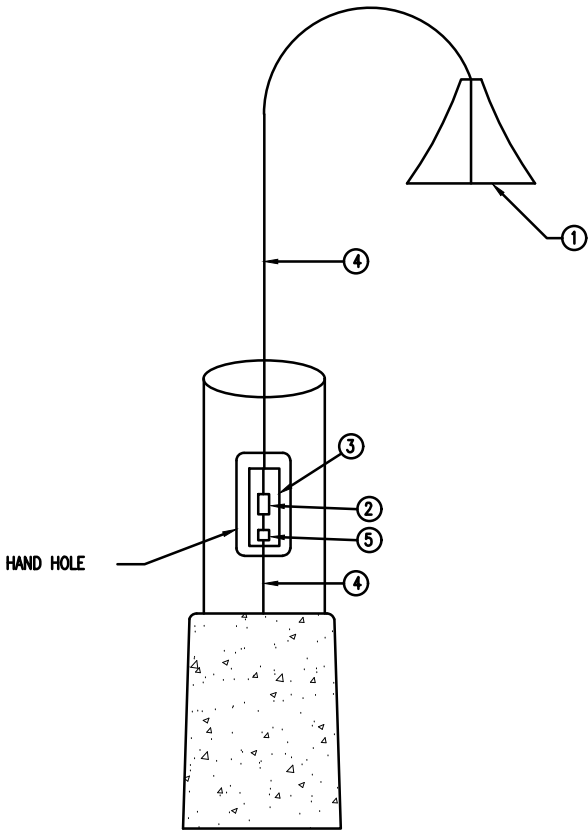
NOTES:

- INSTALL CONCRETE POLE BASE ACCORDING TO MANUFACTURER'S RECOMMENDATIONS
- VERIFY BOLT CIRCLE PATTERN WITH MANUFACTURER

CONCRETE POLE BASE DETAIL
FOR FIXTURE 'LP'
NOT TO SCALE

STRUCTURAL CALCULATIONS

DETAILS PROVIDED ARE FOR REFERENCE ONLY TO AID CONTRACTOR IN BIDDING. ELECTRICAL CONTRACTOR SHALL FURNISH DETAILED STRUCTURAL CALCULATIONS FOR EXACT POLE AND LIGHT FIXTURE COMBINATION TO BE INSTALLED.



ITEM #	DESCRIPTION
①	LED FIXTURE; SEE LIGHTING FIXTURE SCHEDULE FOR EXACT FIXTURE
②	SURGE SUPPRESSOR
③	HANDHOLE
④	#10 WIRING TO LIGHT FIXTURE
⑤	IN-LINE FUSE HOLDER, AND RATED FOR 600V. WIRE CONNECTIONS IN THE FUSE HOLDERS SHALL BE COPPER SETSCREW TYPE. FUSED CONNECTIONS SHALL UTILIZE FNO 10A TIME DELAY FUSE RATED FOR 500V IN ACCORDANCE WITH FDOT REQUIREMENTS. FUSE HOLDERS SHALL BE WATER RESISTANT OR SUBMERSIBLE RATED.

POLE WIRING DETAIL
NOT TO SCALE

FEATURES

POLE TYPE: NOMINAL 15' ROUND FLUTED ALUMINUM POLE

MOUNTING: STANDARD POLE MOUNT

BASE: DECORATIVE FLUTED CAST ALUMINUM BASE COVER NOMINAL 29" HEIGHT

NOMINAL DIMENSIONS: NOM OD - 5"; WALL THICKNESS - 0.208"

GENERAL DESCRIPTION

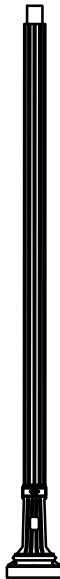
HOUSING: FLUTED ALUMINUM POLE WITH 4-BOLT ANCHOR BASE AND TENON TOP

ELECTRICAL: POLE SHALL HAVE FACTORY HANDHOLE

FINISH: BLACK

OTHER: FURNISH WITH POLE CAP

FLUTED ALUMINUM POLE



FEATURES

LAMP TYPE: LED 4000K
LUMEN MAINTENANCE: L70 PER LM-80 >100,000 HRS

MOUNTING: TOP ARM MOUNT

LED DRIVER RATING: IP66

WARRANTY: 5-YEAR LIMITED WARRANTY

(21" DIA X 15" H) NOM. DIMENSIONS

GENERAL DESCRIPTION

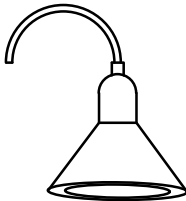
HOUSING: DIE-CAST ALUMINUM. TOOL-LESS ACCESS

ELECTRICAL: UNIVERSAL VOLTAGE

FINISH: BLACK

OTHER: UL LISTED WET LOCATION, INTEGRAL SURGE PROTECTOR, INTEGRAL RECEPTACLE WITH PHOTOCELL

LED POLE MOUNT AREA LIGHT MARK 'LP'



LIGHTING FIXTURE SCHEDULE

MARK	BASIS OF DESIGN	LAMPS		MOUNTING	REMARKS
		No.	TYPE		
PL	PHILIPS HADCO CXF6-80-G2-T-A-5-NA-5-SP2-N		LED	POLE MOUNTED 20' ABOVE GRADE	13,000 LUMEN FIXTURE, TYPE 5 DISTRIBUTION, 4000K, 240V, INTEGRAL PHOTOCELL, TYPE V DISTRIBUTION, 128 WATTS
POLE				CONCRETE POLE BASE SEE DETAIL	15' ROUND ALUMINUM POLE

NOTES:

- ALL FIXTURES MUST BE APPROVED BY THE CITY OF DESTIN PRIOR TO ORDERING

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

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FL Authorization No. 30167 FL PE No. 59251 Job Number: 21-061

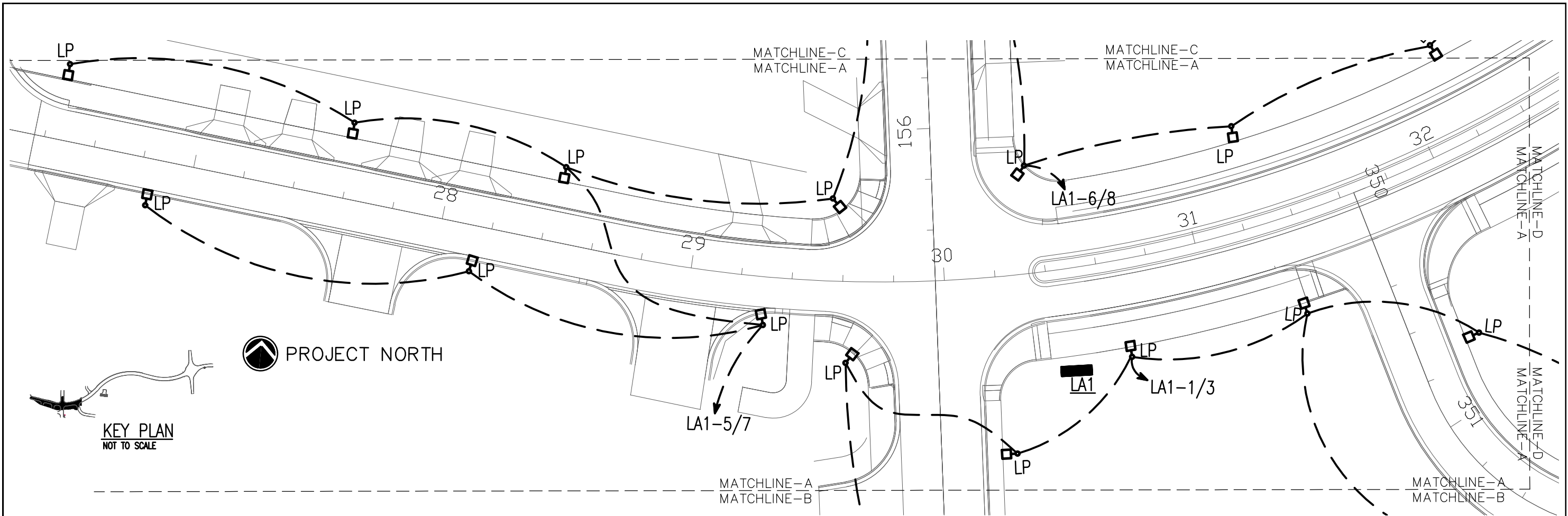
ATKINS

ROAD NO. COUNTY FINANCIAL PROJECT ID

OKALOOSA 100044431

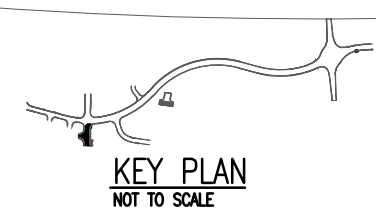
ELECTRICAL LEGEND & NOTES

E-005



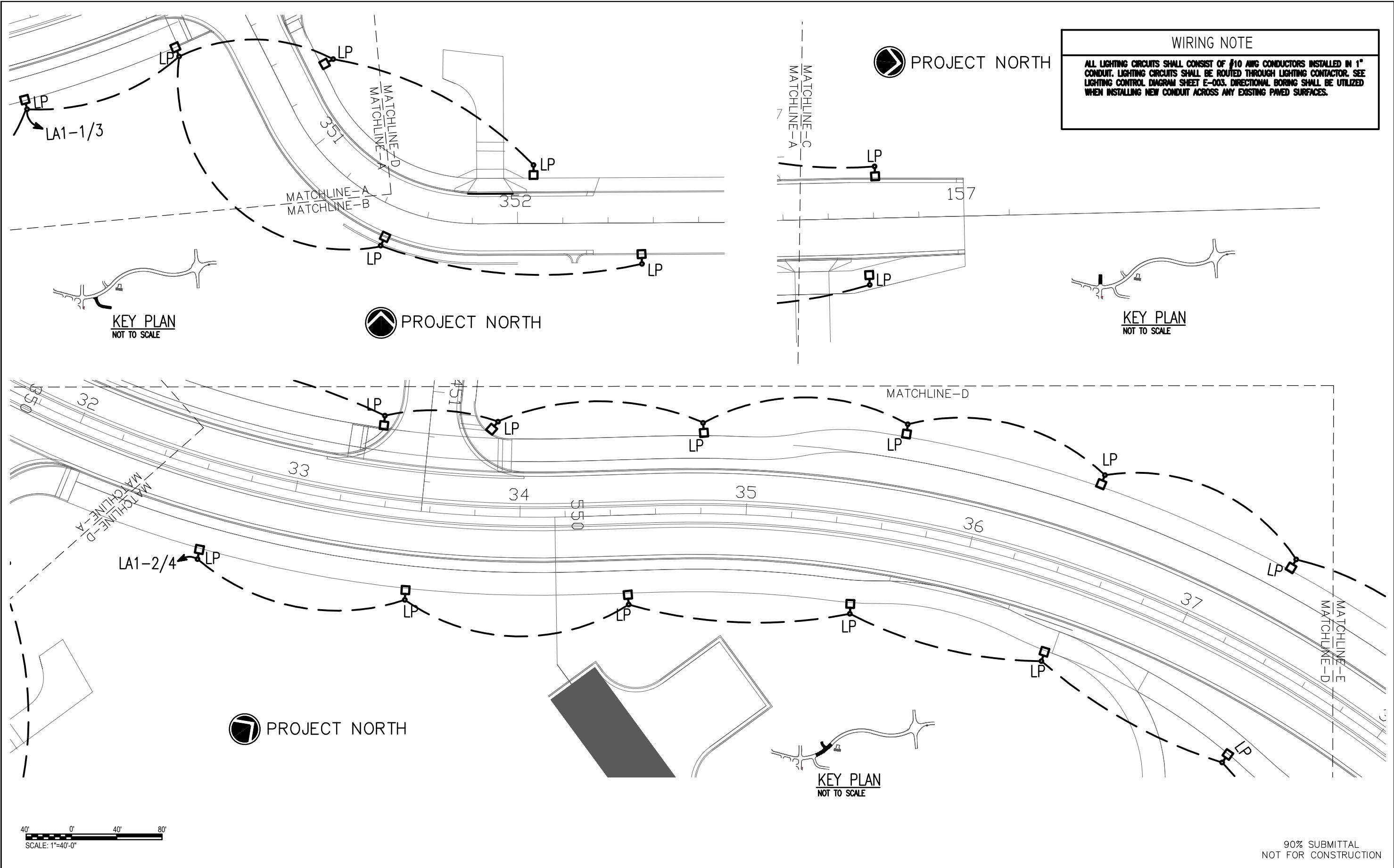
WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.



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REVISIONS				 BAGWELL ENGINEERING, INC 216 E. Government St. Pensacola, FL 32502 FL Authorization No. 30167 FL PE No. 59251 Phone: (850) 462-8040 Job Number: 21-061	 ATKINS		STREET LIGHTING PLAN A-B	SHEET NO. E-100
DATE	DESCRIPTION	DATE	DESCRIPTION					
					ROAD NO. 	COUNTY OKALOOSA	FINANCIAL PROJECT ID 100044431	

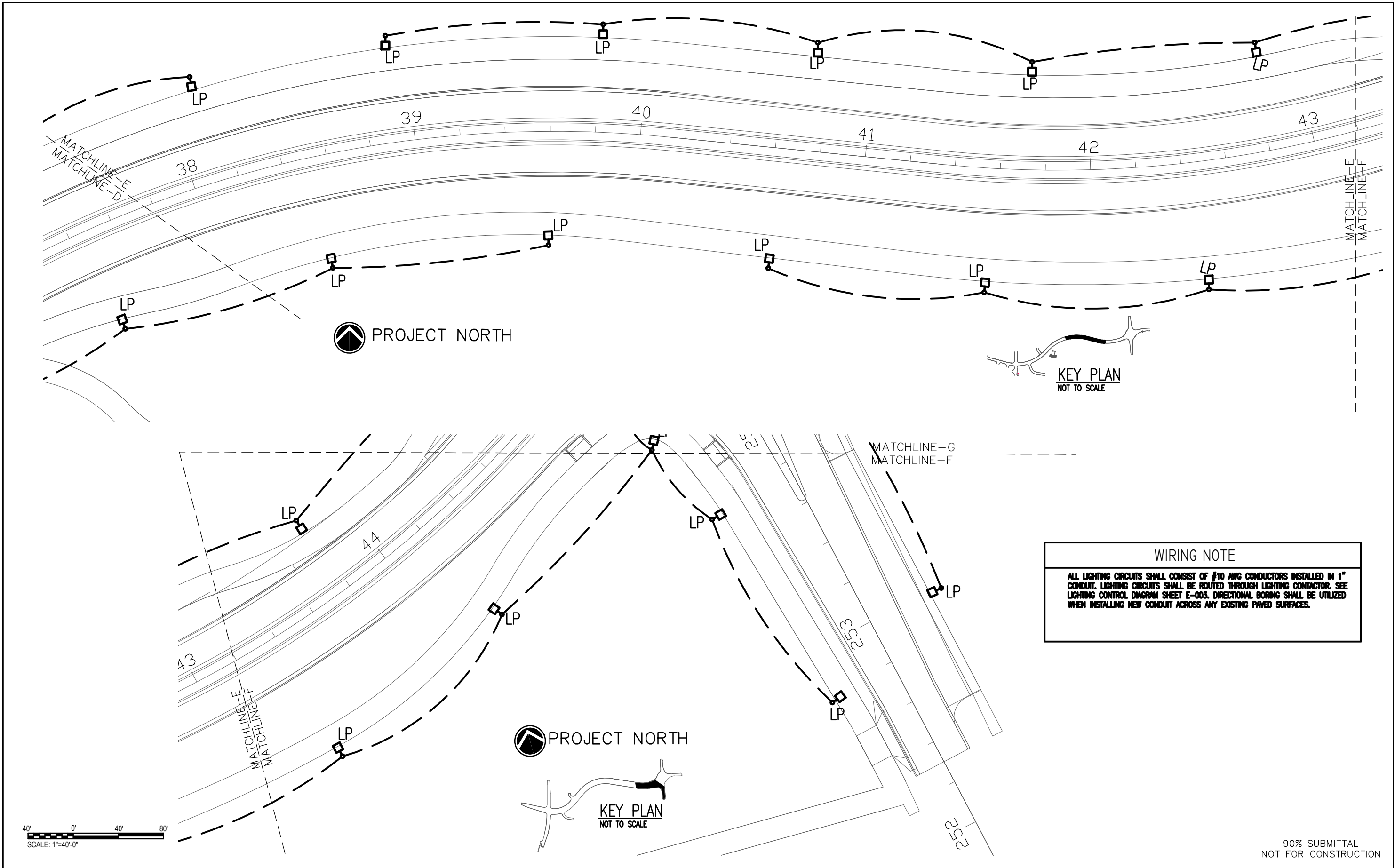


WIRING NOTE

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DATE	DESCRIPTION	DATE	DESCRIPTION				

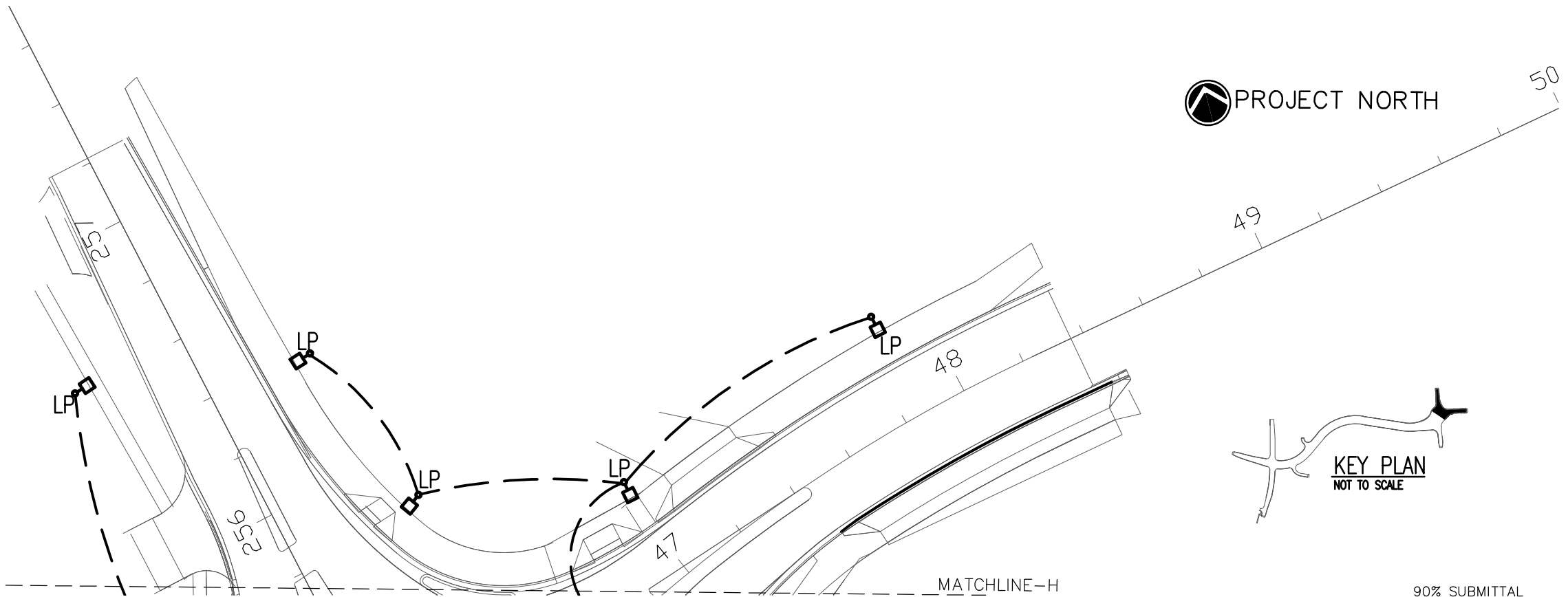
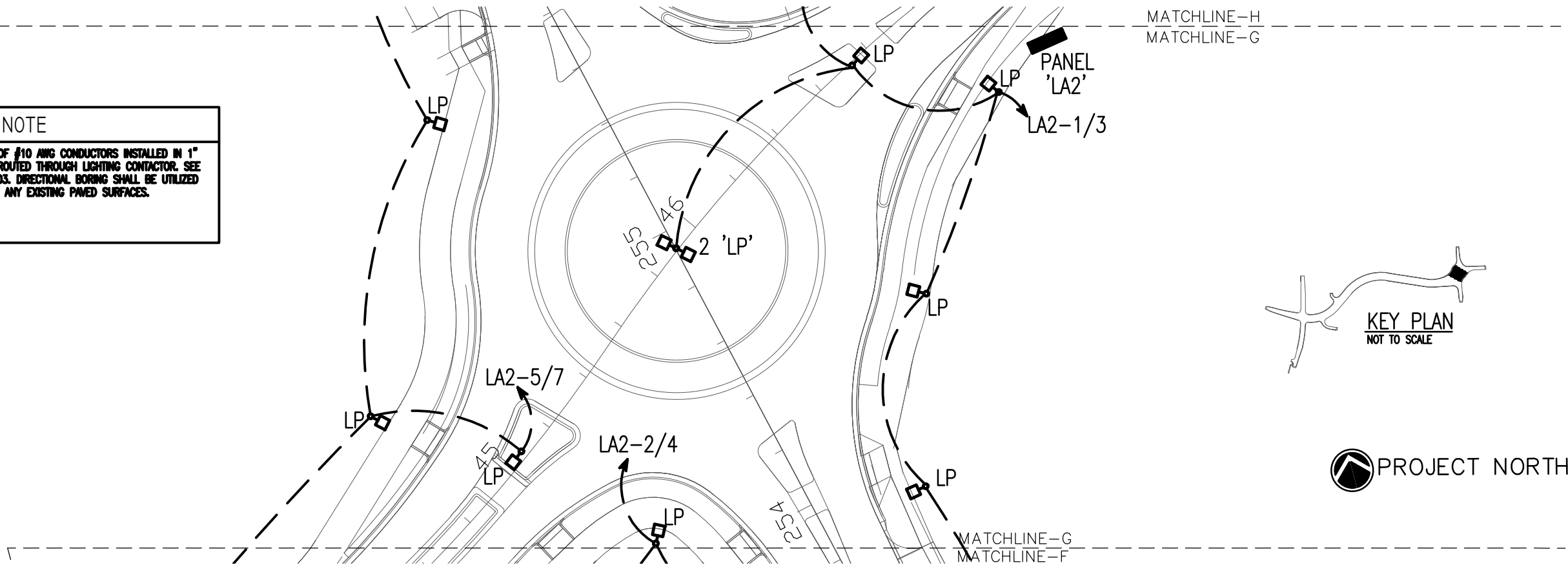
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DATE	DESCRIPTION	DATE	DESCRIPTION				

WIRING NOTE

ALL LIGHTING CIRCUITS SHALL CONSIST OF #10 AWG CONDUCTORS INSTALLED IN 1" CONDUIT. LIGHTING CIRCUITS SHALL BE ROUTED THROUGH LIGHTING CONTACTOR. SEE LIGHTING CONTROL DIAGRAM SHEET E-003. DIRECTIONAL BORING SHALL BE UTILIZED WHEN INSTALLING NEW CONDUIT ACROSS ANY EXISTING PAVED SURFACES.



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

B

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	OKALOOSA	100044431

STREET LIGHTING PLAN G-H

E-103



ATKINS

Member of the SNC-Lavalin Group

Destin Cross Town Connector

90% Plans Update

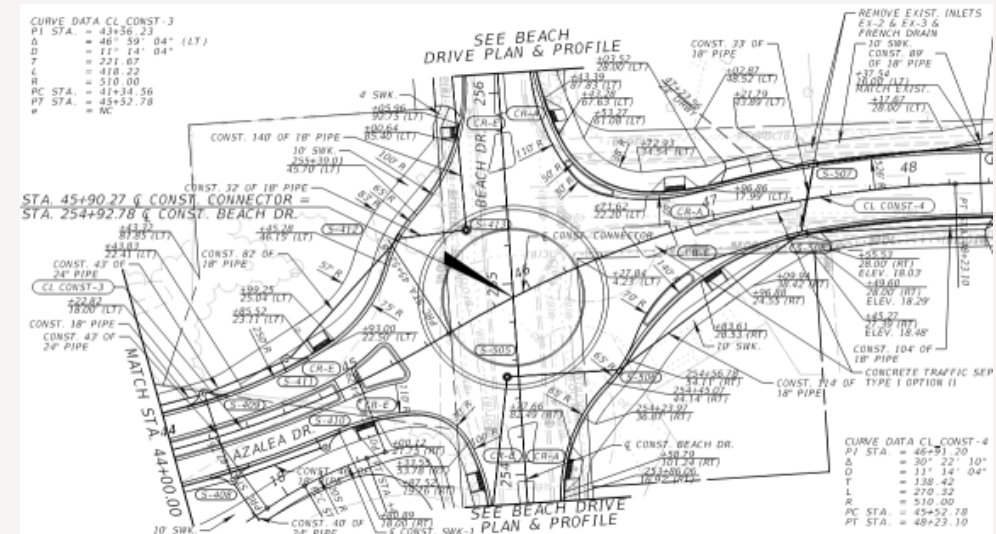
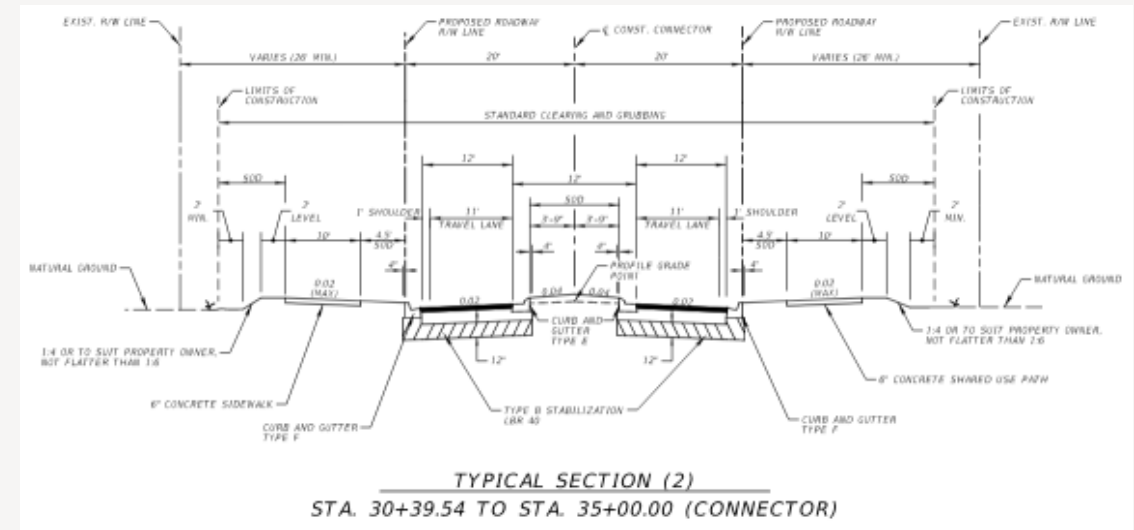
90% Plan Updates

- › 90% Plans Submitted 5-31-2022
- › Incorporated City comments from 60% Plans
- › Quantities and Cost Estimate
- › Design Updates:
 - › Roadway
 - › Signing and Pavement Marking
 - › Drainage & Permitting
 - › Landscaping
 - › Lighting



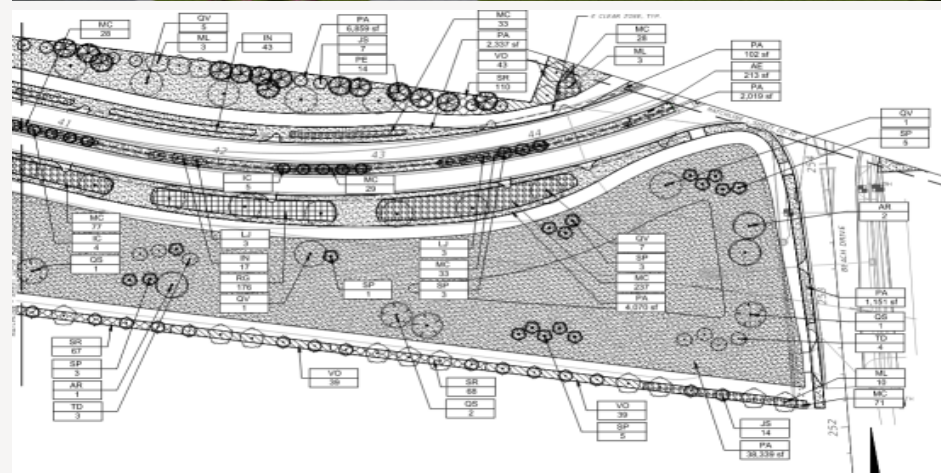
90% Plan Updates

- › Roadway Plan Updates
 - › Designated R/W at Back of Curb
 - › Additional 10' sidewalk locations
 - › Safety Improvements
 - › Reduced radii at side streets and intersections



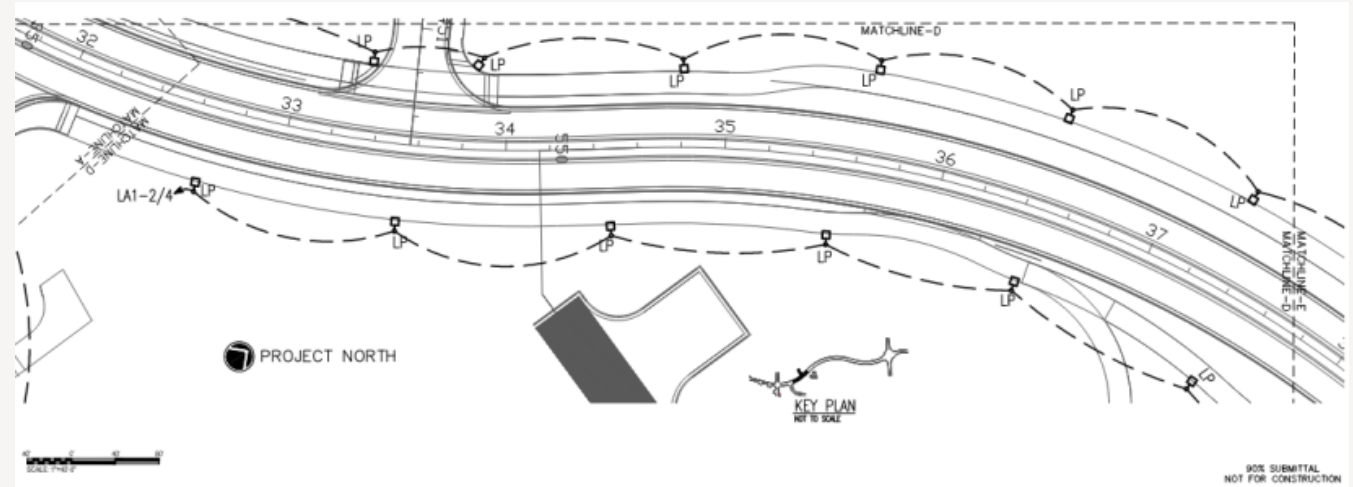
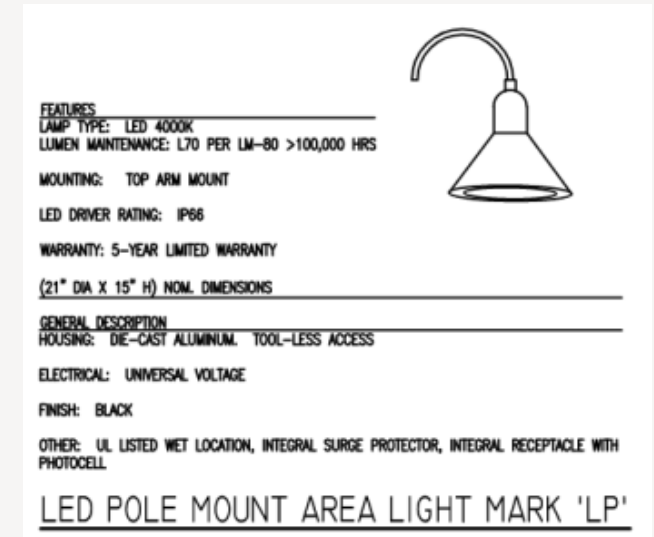
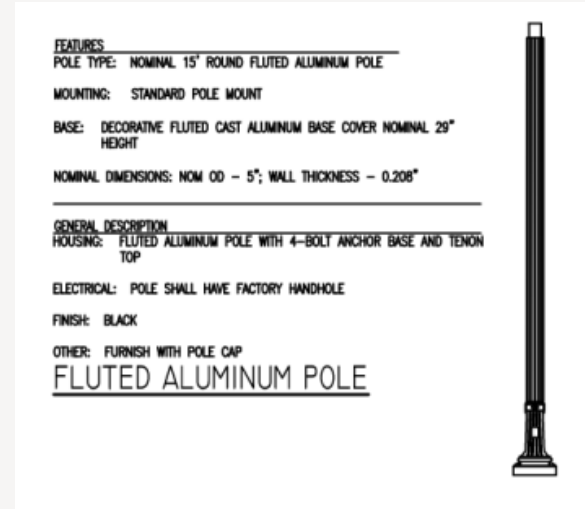
› Landscape Plan Updates

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90% Plan Updates

- › Lighting Plan Updates
 - › Update layout to match roadway changes
 - › Typical spacing 100'
 - › Back of sidewalk location
 - › Architectural pole and fixture



In Progress

- › Addressing 90% Comments
- › Develop Specifications Package
- › 100% Submittal September 2022
- › PD&E Re-Evaluation
- › Right-of-Way Designation (Back of Curb)
- › Major Development Order/Major Subdivision Application
- › Right-Of-Way Acquisition (By City)
- › NWFWMMD Permit Application Submittal to City Review 7-12-22



Right-of-Way Acquisition

- › Parcel 1 – Winton – Benning Drive
- › Parcel 2 – 602 Sandalwood Dr
- › Parcel 3 – 604 Sandalwood Dr
- › Parcel 4 – 605 Sandalwood Dr
- › Parcel 5 – 609 Sandalwood Dr
- › Parcel 6 – 611 Sandalwood Dr
- › Parcel 8 – 700 Legion Dr
- › Parcel 10 – 606 Sandalwood Dr
- › Parcel 11 – 608 Sandalwood Dr



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Jeffrey Cozadd, Grants Manager

DATE: July 5, 2022

SUBJECT: Acquisition of Properties for the Crosstown Connector

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. There are several properties located within the project area that will require purchase by the City, both complete and partial acquisitions.

At its regular meeting May 17, 2021, Council approved a contract amendment with Atkins of North America that provided for property acquisition assistance to allow the City to purchase properties that will be needed for the completion of the Crosstown Connector.

II. DISCUSSION: Atkins' consultant, Ms. Marsha Hayes, has been working to acquire Purchase Agreements for the needed properties. She has secured Purchase Agreements for the following properties: 605 Sandalwood, 606 Sandalwood, 608 Sandalwood, and Vacant Lot owned by George Winton. Copies of the signed Agreements are included with this agenda item.

Appraisals for these properties are also attached. Appraisals were obtained during the Fall of 2021 but due to changing housing market, these values may not reflect present-day value.

The title commitments that were available at the time the agenda was published have been attached. The remaining title commitments have been ordered through the City Attorney's office and First American Title Company is working on producing them. If approved by City Council, these Agreements will be fully executed, and staff will proceed to close with a General Warranty Deed, survey, title policy, and other such declarations as are typical for real estate closing. Two appraisals are provided for the Winton-owned vacant property as is required by state statute, because the value is above \$500,000.

The following should be considered as estimated costs associated with the closings of the referenced properties:

605 Sandalwood:

Purchase of Property - \$345,000

*Closing Costs on Purchase - \$5,000

Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000

Relocation - Tenant Rent Supplement - \$60,632.46

*Relocation - Tenant Move Costs - \$5,000

Total Costs - \$440,632.46

606 Sandalwood:

Purchase of Property - \$265,000

*Closing Costs on Purchase - \$5,000

Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000

Relocation - Tenant Rent Supplement - \$26,334

*Relocation - Tenant Move Costs - \$5,000

Total Costs - \$326,334.00

608 Sandalwood:

Purchase of Property - \$345,000

*Closing Costs on Purchase - \$5,000

Relocation - Land Lord Eligibility (LLE) Reestablishment - up to \$25,000

Relocation - Tenant Rent Supplement - \$37,800

*Relocation - Tenant Move Costs - \$5,000

Total Costs - \$417,800.00

Vacant Land (Winton) - Anna Street & Benning Drive:

Purchase of Property - \$752,450

*Closing Costs on Purchase - \$10,000

Total Costs - \$762,450.00

A. Link to Strategic Goals / Objectives: Important Priorities 1.2 Complete two-lane Crosstown Connector

B. Effect on Budget (EOB): FDOT TRIP funding is being used for these purchases.

Acquisition costs and other expenses for these four properties will total approximately \$1,947,216. Staff recommend demolition of structures on these properties should be scheduled as soon as possible after closing to decrease expenditures for utility base fees and to lower property insurance expenses.

	31554132		
	30554133	Road	
	FDOT TRIP	Impact Fees	TOTAL
565000-EN615 capital project-	\$2,699,664	\$ -	\$2,699,664
FY22 Adopted Budget	2,699,664	-	2,699,664
Internal Budget Transfer	-	330,268	330,268
Revised Budget	2,699,664	330,268	3,029,932
Previous Expenses/Encumbrances	(361,034)	(318,638)	(679,672)
Available Program Budget	2,338,629	11,630	2,350,259
This Agreement +(-)	(1,947,216)		(1,947,216)
FY22 Remaining Program Budget	\$ 391,413	\$ 11,630	\$ 403,043

SUMMARY:

	Property	Closing	Relo LLE	Relo Rent/ move	TOTAL
605 Sandalwood	345,000	5,000	25,000	65,632	440,632
606 Sandalwood	265,000	5,000	25,000	31,334	326,334
608 Sandalwood	345,000	5,000	25,000	42,800	417,800
Anna St/Benning Dr Vacant	752,450	10,000			762,450
	\$1,707,450	\$ 25,000	\$ 75,000	\$ 139,766	\$1,947,216

In addition, property insurance and utilities will need to be paid on the townhomes until the City all units in each building are purchased and the buildings may be demolished. The City currently owns three Sandalwood properties (601, 603, 607 Sandalwood) intended to be demolished for ROW, so this purchase will increase the total to six.

Insurance on each unit is approximately \$1200/year. Utilities is approximately \$1800/year for each unit. \$3000 x 6 units = \$18,000/year is the estimated carrying cost.

C. Level of Service (LOS): Level of Service will be increased.

D. Legislative Sponsor:

III. CONCLUSION: This represents another important step in the acquisition of the necessary properties for the Crosstown Connector. A supermajority vote is necessary to pass the motion on the Winton-owned parcel as the purchase agreement cost is greater than \$500,000.00 and it is greater than the average of the two appraised values.

IV. RECOMMENDED MOTION: 605 Sandalwood: I move that the City Council approve the purchase of 605 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass)

606 Sandalwood: I move that the City Council approve the purchase of 606 Sandalwood and authorize the City Manager to execute the purchase agreement and

proceed with closing. (simple majority vote required to pass)

608 Sandalwood: I move that the City Council approve the purchase of 608 Sandalwood and authorize the City Manager to execute the purchase agreement and proceed with closing. (simple majority vote required to pass).

Vacant Land (Winton) - Anna Street & Benning Drive: I move that the City Council approve the purchase of the vacant land at the corner of Anna Street & Benning Drive and authorize the City Manager to execute the purchase agreement and proceed with closing. (supermajority vote required to pass)

Attachments:

1. 605 Sandalwood - Executed Offer and Purchase Agreement - 7-1-22
2. Appraisal 605 Sandalwood
3. 606 Sandalwood Drive - Signed Agreement and Addendum
4. 606 Sandalwood Dr - Lot 33A - Title Commitment
5. Appraisal 606 Sandalwood
6. 608 Sandalwood - Executed Offer and Purchase Agreement
7. Appraisal 608 Sandalwood
8. Winton - Purchase Agreement - Settlement
9. Appraisal 1 Winton
10. Appraisal 2 Winton
11. Letter to City Council Crosstown Connector
12. CMA For Destin City Council For Town Homes



CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL NO.: 605 Sandalwood Drive

Seller: George E. & Darla R. O'Brian

Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-029A; 0.07 AC

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: Total Acquisition to include 1,184 SF townhome and all improvements.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.

is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) Real Property

Land/Improvements	1. \$	345,000.00
Real Estate Damages	2. \$	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. \$	0.00

Total Real Property	4. \$	345,000.00
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(b) Total Personal Property	5. \$	0.00
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Total Purchase Price	(Add lines 4 and 5)	\$	345,000.00
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(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	\$	345,000.00
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(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	\$	0.00
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Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title



standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

- (c) Seller shall maintain the property described in Section I of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (f) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.

(h) Other: Buyer agrees that all closing costs associated with this closing will be paid by the Buyer, with the exception of prorated taxes, as indicated in III (a).

IV. Closing Date *Time for acceptance of offer and counteroffer effective date - If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 12 July 2022 this offer shall be deemed withdrawn.*

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

George E. O'Brian *Jul 1 2022*
Signature Date
George E. O'Brian
Type or Print Name under signature

Darla R. O'Brian *1 Jul 2022*
Signature Date
Darla R. O'Brian
Type or Print Name under signature

Buyer

City of Destin

BY: _____
Signature Date

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 20____.

BY: _____
Signature Date
Type or Print Name and Title under signature

This document delivered by _____ Date

This document received by _____ Date

APPRAISAL REPORT

**Parcel 4-O'Brian
605 Sandalwood Dr.**

located in
City of Destin, Okaloosa County, Florida

Value as of August 5, 2021

Prepared for

Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Prepared by

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser, RZ2405
American Acquisition Group
711 North Sherrill Street, Suite B
Tampa, Florida 33609
scross@americanacquisition.com
407-883-6288

CERTIFICATE OF VALUE

Project Name: Destin Bypass Road Phase I
County: Okaloosa
Parcel No.: Parcel 4-O'Brian

1. The statements of fact contained in this appraisal 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. I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraisal 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. My compensation for 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 stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions or conclusions were developed, and this appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this report.
9. I understand that this appraisal is to be used in connection with the purchase of lands by the City of Destin for the Destin Bypass Road project.
10. This appraisal has been made in conformity with appropriate State laws, regulations, policies, and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Pinellas County, and I will not do so until so authorized by them, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of Pinellas County without restriction or limitation on their use.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the property appraised as of the 5th day of August 2021, is: \$210,000.
Market value should be allocated as follows:

LAND AREA: (Acres) 0.07 acres
LAND USE: (HABU as vacant) Residential

FINAL CONCLUSION OF MARKET VALUE: \$210,000

August 11, 2021
DATE



Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405

TABLE OF CONTENTS

INTRODUCTION AND PREMISE OF THE APPRAISAL

Certificate of Value	2
Table of Contents	3
Qualifying and Limiting Conditions	4
Summary of Salient Facts and Conclusions.....	6
Type of Appraisal and Report Format	7
Purpose, Intended Use, Intended User of the Appraisal	7
Definition of Market Value.....	7
Property Rights (Interest) Appraised	7
Scope (Extent of Process of Collecting, Confirming, and Reporting Data)	8
Appraisal Problem	9

PRESENTATION OF DATA

Identification of Property and Legal Description	9
Neighborhood Area Analysis.....	10
Description of Property, Photographs and Sketches.....	12
Zoning, Land Use Plan, Concurrency	18
Assessed Value, Taxes and Special Assessments.....	19
History of Property	19
Exposure Time	19
Public and Private Restrictions	20

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use Analyses	20
Highest and Best Use Conclusion.....	22
Approaches to Value Used and Excluded.....	22
Sales Comparison Approach.....	23
Reconciliation and Value Conclusions	26

ADDENDUM

Okaloosa County Property Appraiser Property Card
Sales Map
Comparable Land Sale Data Sheets
Qualifications of Appraiser

QUALIFYING ASSUMPTIONS AND SPECIAL CONDITIONS

The appraisal herein and valuation found is conditioned on the following:

1. The legal description referred to in this report was based on information furnished by the client and is assumed to be correct.
2. Ownership data is based on Okaloosa County Property Appraiser's website and the client and is assumed to be correct.
3. It is assumed that the title to the property is good and marketable. Further, the property is appraised as owned in fee simple and as if unencumbered by mortgages, taxes or other indebtedness.
4. The parent tract land size reported was based on the sketch and legal, the plats and property appraiser's records and the client. The maps and sketches contained in the appraisal report are included to assist the reader in visualizing the property, and we assume no responsibility for their accuracy.
5. No guarantee is made as to the reliability of information, estimates and opinions of others furnished to the appraiser and used in preparing this report were assumed to be reliable and true and correct. Reasonable effort was made to confirm this information. However, no liability is assumed on account of errors or inaccuracies of such estimates or opinions.
6. No liability is assumed on matters of legal character affecting the property.
7. No information was made available as to the underlying soil conditions. It is assumed that the soil conditions are satisfactory for the development or continued use of the property to its highest and best use.
8. The estimate of physical condition of the various improvements appraised, if any, was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of same.
9. The appraisal report covers the premises described only. No figures, analyses or unit values set out herein are to be construed as applicable to any other property.
10. No environmental risk audit for the subject property or surrounding lands has been provided for our use. However, this appraisal specifically assumes no environmental hazards or contamination, including radon, exists on or around the subject property.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and zoning laws, unless non-compliance is stated, defined and considered in the appraisal report.
12. The appraiser is not required to give expert testimony or attend court by reason of the appraisal with reference to the subject property unless previous arrangements have been made.

13. Fee for investigation and report is not contingent upon the values found.
14. Contract for appraisal is completed upon the delivery of the Certificate.
15. Neither all nor part of the contents of this appraisal shall be conveyed to the public through advertising, public relations media, news, sales or other without the prior written consent and approval of the author, particularly as to valuation conclusions and the identity of the appraiser.
16. The Competency Provision of the Uniform Standards of Professional Appraisal Practice requires an appraiser to identify the appraisal problem prior to accepting the assignment and have the knowledge and experience to complete the assignment competently or take appropriate steps to become competent to complete the assignment. As detailed in the statement of qualifications, the appraiser has adequate knowledge and experience to complete the appraisal assignment. Furthermore, no facts or conditions have been discovered during the preparation of this appraisal that indicates any change in the assignment as previously conceived.

SPECIAL LIMITING CONDITIONS

17. The appraisal report is presented in a Narrative Report format in accordance with the Uniform Standards of Professional Appraisal Practice. As such, sufficient information is presented in each report to enable the client and other intended users, as identified, to understand the report properly. The client is Marsha Hayes, SR/WA of Hayes Consulting Services, LLC representing the City of Destin.

18. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Hypothetical Condition

“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. - None

Extraordinary Assumption

“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.”

I was unable to inspect the interior of the house. It is assumed that the interior is in good condition. If this assumption is not true it could have an effect on the value conclusion.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Townhome
Existing Use:	Single-Family Residence
Property Owner Name:	
Mailing Address:	Daria R. & George E. O'Brian 271 Hickory St. Freeport, FL 32439-6622
Property Location:	605 Sandalwood Dr. Destin, FL 32541
Okaloosa County Property Appraiser	
Tax I.D. Number:	00-2S-22-2167-0000-029A
Lot Size:	0.07 acres
Future Land Use:	MDR, Medium Density Residential by Destin, FL
Zoning:	MDR-V, Medium Density Residential-Village, by Destin, FL
Highest and Best Use:	Continued use as a Townhome
Property Inspection Dates:	August 5, 2021
Present at Inspection:	Stephen J. Cross, SR/WA, Mike Kane, tenant, 850-783-0795
Extent of Inspection:	The extent of the field inspection during the formal property inspection included an inspection of the parent tract, the exterior of the house. I was not allowed to inspect the interior.
Date of Value:	August 5, 2021
Date of the Report:	August 11, 2021
Estimated Market Value(s) of the Subject Property:	Total Estimated Market Value \$210,000

TYPE OF APPRAISAL AND REPORT FORMAT

This analysis is in an Appraisal Report format in conformity with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

The Appraisal Report will consider the subject property as currently improved with a townhome. A discussion of the subject as vacant and as currently improved will be in the highest and best use section of the report. Therefore, only the Sales Comparison Approach “as improved” will be utilized for the valuation of the parent tract.

APPRAISAL PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL

The purpose of this appraisal is to estimate market value of the subject property. The intended use is for acquisition of the subject for City of Destin’s roadway project. The intended user of the appraisal is Marsha Hayes, SR/WA with Hayes Consulting Services, LLC.

DEFINITION OF MARKET VALUE

The source of the definition of Market Value is the Florida Supplemental Standards (Florida State Road Department v. Stack, 231 So. 2d 859 Fla., 1st DCA 1969):

“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.”

PROPERTY RIGHTS (INTEREST) APPRAISED

The interest appraised is the Fee Simple Estate. Fee Simple Estate is defined as “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”.¹ This interest considers all easements and restrictions of record.

Public and Private Restrictions:

I have found no public or private restrictions which would appreciably affect the value of title to, or the marketability of, the subject property.

Encumbrances:

None known that are estimated to have a measurable net impact on the marketability or utility of the subject property.

Non-Realty Items Appraised

None.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010 Edition, page 78

SCOPE OF APPRAISAL ANALYSIS

The scope of work provides the necessary research and analysis to prepare an appraisal report that will produce credible assignment results in accordance with its intended use, the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Professional appraisal assistance and sub-consultants if used are named in the Addendum to Certificate of Value. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated within the appraisal report.

Appraisal Report Presentation

The reporting presentation is an Appraisal Report, which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The Appraisal Report will consider the subject as improved with a townhome. It presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinions of market value.

Valuation Methodology (Applicable Approaches)

I have utilized the Sales Comparison Approach "as improved" to value the subject. The Sales Comparison "as vacant" and the Income Capitalization Approach, were not applicable in the valuation of the subject property.

Inspection of Subject Property

The formal property inspection consisted of inspecting the subject property as well as photographing the subject.

Data Collected, Confirming and Reporting

Numerous resources were relied on for data research and pertinent information of the subject property. These include:

- maps provided by client.
- Public records and online resources of various counties and other websites and services.

Within appropriate areas of the appraisal report, the above information is reported. Market data sheets were prepared with the information obtained during the research and verification process and are included in the Addenda of this appraisal.

APPRAISAL PROBLEM

The appraisal problem consists of estimating the market value of the subject parent tract, located at 605 Sandalwood Dr., Destin, Florida. The subject is currently improved with a townhome on 0.07 acres lot.

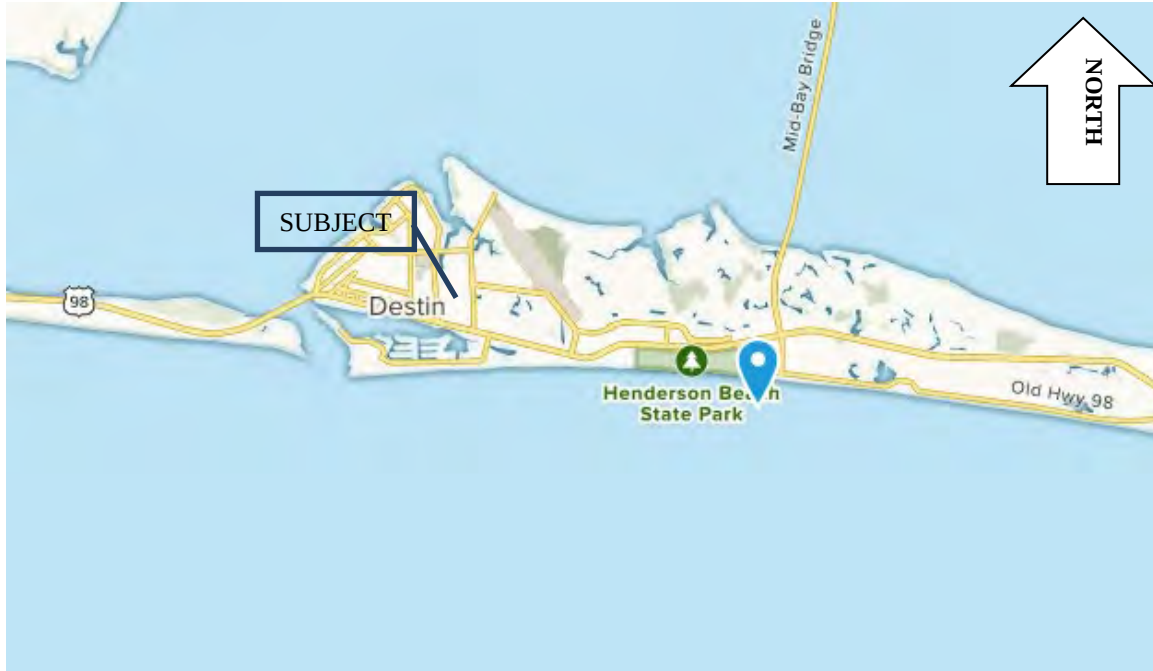
IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

The subject property is located in the City of Destin, Florida. The property has a street address of 605 Sandalwood Dr., Destin, FL. It is further identified as part of Okaloosa County Tax I.D. 00-2S-22-2167-0000-029A

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 20.00 feet, Sandalwood Manor Townhomes First Addition, a 60 unit addition to Sandalwood Manor Townhomes planned townhome development in Destin, according to plat as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida



NEIGHBORHOOD AREA ANALYSIS



Intended users of this appraisal report are considered familiar with the subject property's location, neighborhood, market area, and the greater Panhandle area of Florida.

The city of Destin is located on a peninsula separating the Gulf of Mexico from Choctawhatchee Bay. The peninsula was originally an island; hurricanes and sea level changes gradually connected the island to the mainland.

Destin is near several other cities in the region. The city of Fort Walton Beach is located to the west at the inlet of Santa Rosa Sound into Choctawhatchee Bay. North of Destin, across the bay is Niceville, with the Mid Bay Bridge linking the two by road. U.S. Route 98 is the main route through the city, running from west to east. U.S. Route 98 leads east 56 mi to Panama City and west 48 mi to Pensacola. Eglin Air Force Base and Hurlburt Field are located just west of Destin.

At the western tip of the peninsula is East Pass (also known as Destin Pass), separating it from Santa Rosa Island to the west. East Pass is the only outlet of Choctawhatchee Bay into the Gulf of Mexico. Frequent dredging is required to keep East Pass navigable.

As of the census of 2000, there were 11,455 people, 4,437 households, and 3,135 families residing in the city. The population density was 1,477.1 inhabitants per square mile. There were 10,599 housing units at an average density of 1,408.0 per square mile. The racial makeup of the city was 96.21% White, 0.37% African American, 0.40% Native American, 1.03% Asian, 0.08% Pacific Islander, 0.37% from other races, and 1.54% from two or more races. Hispanic of any race were 2.66% of the population.

24.8% of households had children under the age of 18 living with them, 53.0% were married couples living together, 8.0% had a female householder with no husband present, and 35.7%

were non-families. 27.4% of all households were made up of individuals, and 8.5% had someone living alone who was 65 years of age or older. The average household size was 2.26 and the average family size was 2.72.

The median age was 42 years. For every 100 females, there were 101.8 males. For every 100 females age 18 and over, there were 100.4 males.

The median income for a household in the city was \$53,042, and the median income for a family was \$60,498. Males had a median income of \$42,218 versus \$26,146 for females. The per capita income for the city was \$32,048. About 3.0% of families and 5.5% of the population were below the poverty line, including 6.2% of those under age 18 and 2.0% of those age 65 or over.

The white beaches and emerald waters of the Destin area draw many tourists. Florida's Department of Environmental Protection estimates that more than 80 percent of the Emerald Coast's 4.5 million yearly visitors travel to the region to visit Destin. Visitors can charter fishing vessels from the harbor, and there are 12 beach access points in the city. Among the access points is Henderson Beach State Recreation Area. A portion of the Gulf Islands National Seashore, the Okaloosa Day Use Area, is just across East Pass on Santa Rosa Island.

In addition to an assortment of hotels and motels, many high-rise condominiums are located in Destin. The first condominiums in Destin were built in the 1970s, and construction continues today. Visitors play a large part in Destin's economy – the city's population of around 12,000 balloons to 40,000 during the tourist season.

Real Estate in Destin, Florida is consumed in large part by privately owned vacation rentals. The privately-owned vacation rentals that can be found in Destin consist of condominiums, beach homes, townhomes, resorts, studios, cottages, and a few bungalows. Most vacation properties are found on the south side of US Hwy 98 near the Gulf, while most locals live on the northern side of US Hwy 98 by the Choctawhatchee Bay.

DESCRIPTION OF THE PROPERTY

Property Type: Townhome

Existing Use: Single-Family Residence

LAND

Site Size: 0.07 acres (per Okaloosa County Property Appraiser)

Shape/Dimensions: Please refer to parcel sketch

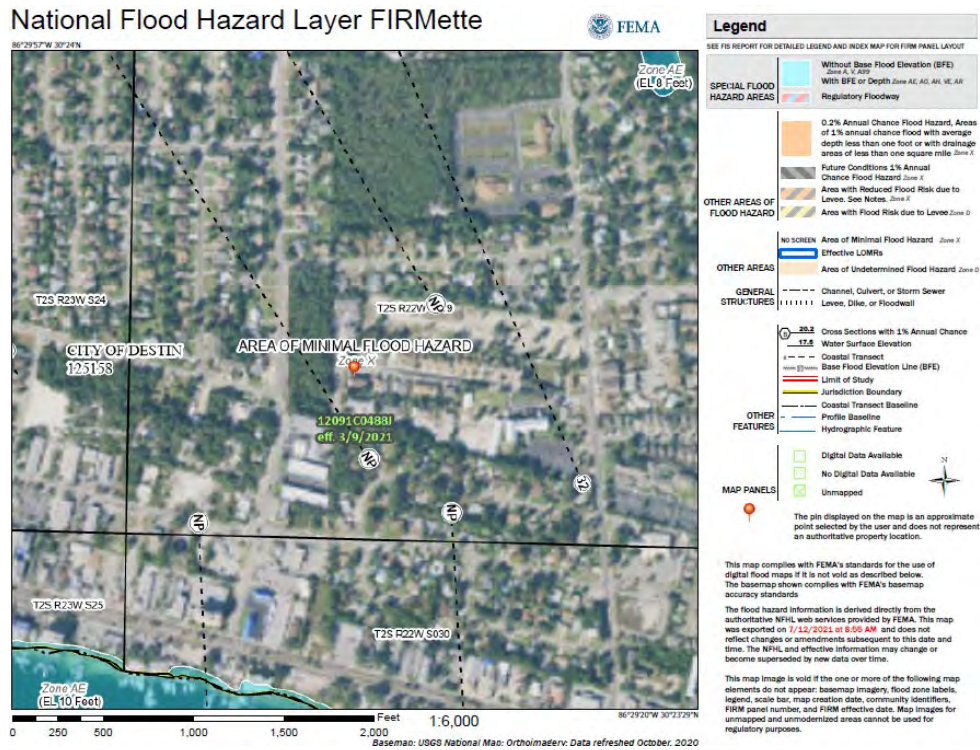


Ingress/Egress: The subject property currently has access from the north side of Sandalwood Dr.



Topography: The site is generally level and even with the abutting road/access grade.

Flood Plain Data: FEMA FIRM PANEL # 120291C04881, dated 3/9/2021. The subject site is located in a Flood Zone "X", which is an area determined to be outside the 0.2% annual chance floodplain.



Drainage: Drainage of the subject site appears adequate with no on-site storm water retention facility noted.

Soil Conditions: A soil survey has not been performed. No significant natural wetland areas were noted. Based on the observation of significant improvements on nearby sites, it is estimated that there are no adverse soil conditions present.

Utilities Available: Public water and sewer

Easements: 5 foot wide Utility/Drainage/Private Access Easement along the rear of the lot

IMPROVEMENTS DESCRIPTION

The subject property is improved with a 1,184 SF heated, two-story townhome constructed in 1986. The home is wood frame construction with an asphalt shingle gable roof. Additional details are summarized as follows:

Townhome

Exterior

Foundation	Concrete
Construction	Wood Frame
Exterior Walls	Stone
Roof Construction	Wood framed gable
Roof Cover	Asphalt shingle
Stories	2

Interior

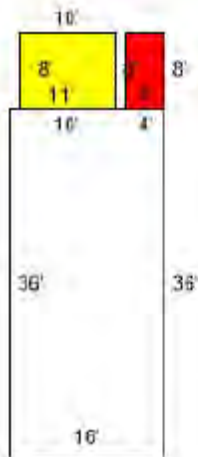
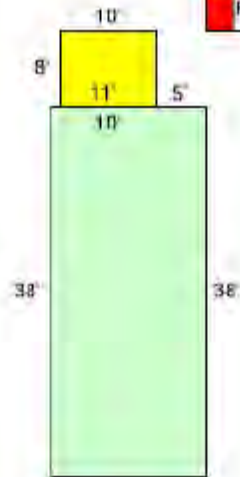
Floor Covering	Tile
Interior Walls	Drywall
Fireplace	None
HVAC	Central

Quality	Good
Condition	Good
Year Built	1986
Physical Age	35
Effective Age	20
Remaining Economic Life	35
Living Area	1,184 (per Okaloosa County Property Appraiser)
Bedrooms	2
Bathrooms	1½
Garage/Carport	None

Site Improvements

Privacy Fencing	Rear of townhome
Landscaping	Average
Driveway	Concrete

FUS	FUP STORY	608	1986
UOP	UNF OP PRH	160	1986
BAS	BASE AREA	576	1986
FST	F STORAGE	32	1986



AERIAL VIEW OF SUBJECT PROPERTY



Not to Scale

SUBJECT PROPERTY PHOTOGRAPHS

(All photos taken August 5, 2021, by Stephen Cross, SR/WA)



Subject Unit is located behind basketball hoop



Subject is 3rd Unit from the left



Looking east along Sandalwood Drive, subject on the left

ZONING AND FUTURE LAND USE

Zoning:

MDR-V, Medium Density Residential-Village, by Destin, FL

- E. *Medium Density Residential - Village (MDR - V)*. The Medium Density Residential - Village zoning district implements Future Land Use Element Policy 1-2.2.3, Medium Density Residential of the Comprehensive Plan within the Village, Town Center CRA and Harbor CRA Planning Areas.
1. Purpose and intent. The Medium Density Residential - Village zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached or multi-family attached residential dwelling units. It is the intent of the MDR - V 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.
 2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.
 3. Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations.

Future Land Use:

MDR, Medium Density Residential by Destin, FL

Policy 1-2.2.3: Medium Density Residential (MDR). Areas designated "MDR" shall be developed, redeveloped and/or maintained and conserved as stable single-family (SF) or multiple-family (MF) long-term residential uses. Land designated "MDR" within the Village Planning Area (VPA) and the CRA, shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "MDR" that are located within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or maintain short-term residential uses, but not nonresidential uses. Based on established patterns of residential development within the Village, Holiday Isle, and the CRA (except the Town Center) Planning Areas, the following maximum development standards shall be applied to future development within "MDR" designated areas:

TABLE 1-3: GENERAL DEVELOPMENT STANDARDS FOR "MDR" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories*	Up to 5.81	N/A
Multi-Family Residential	35'3 stories	Up to 9.90	N/A

*Holiday Isle - 30'3 stories

The zoning map designation shall delineate policy for allocating specific densities on land designated "MDR" based on established patterns of land development and based on adopted Comprehensive Plan goals, objectives, and policies. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites designated "MDR" should be located and developed in a manner that ensures a smooth transition between lower density residential areas and areas developed and/or designated for other more intense uses. Generally, medium density areas should be located between the perimeters of low density residential areas, high density residential areas, and/or commercial or mixed use designations.

ASSESSED VALUE AND TAXES

Tax ID #: 00-2S-22-2167-0000-029A

2020 Market Values:

Land Value	\$ 40,000
Building Value	\$ 74,455
Just (Market) Value	\$114,445
Assessed Value:	\$ 91,991
LESS: Exemption	<u>(\$ None)</u>
Taxable Value:	\$ 91,991

HISTORY OF THE PROPERTY (LAST 5 YEARS)

Subject property has sold within the last 5 years Yes { } No { X }

The tenant reported that the current rent is \$1,150 per month. He did state that he expects that rental rate will increase at the end of the current lease term.

EXPOSURE TIME ANALYSIS

Exposure time is defined as the estimated length of time the property being appraised would have been offered on the market, prior to any hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate of value based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of an appraisal.

The value conclusions presented in this appraisal report consider a typical exposure time of approximately 1 to 3 months to have expired prior to the effective date of this appraisal. This estimated exposure time for the subject property is based on the time required to market and sell properties similar to the subject in the subject market area. Information in this regard was obtained through verification of sales data, collection of general market data for analysis of neighborhood trends, and in interviews with local active real estate brokers and salespersons.

PUBLIC AND PRIVATE RESTRICTIONS

Public Restrictions: None known that materially impact the utility of the property.

Private Restrictions: None known that materially impact the utility of the property.

HIGHEST AND BEST USE ANALYSIS

The Highest and Best Use of:

Land as Vacant - Development as allowed under the MDR-V, Medium Density Residential-Village zoning.

Property as Improved - Continued use of the existing townhome

The most fundamental premise upon which market value is based is the theory of highest and best use. In conjunction with the theory of highest and best use, a generally accepted definition of the term has been developed. The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, page 93, defines highest and best use as:

“The reasonably probable and legal use of vacant land or an improved property, which 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 productivity.”

In estimating highest and best use, there are four basic stages of analysis. They are:

1. Physically Possible Uses - What uses of the site are physically possible?
2. Legally Permissible Uses - What uses are permitted by current (or potential) zoning regulations and/or private restrictions on the site?
3. Financially Feasible Uses - Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive Use - Among the feasible uses, which use will produce the highest net return or the highest present worth as of the effective date of the appraisal.

Analysis of Land as if Vacant

Physically Possible

The subject property is located on the south side of Sandalwood Dr., Destin, Florida. The property consists 0.07 acres of land area. The subject site is of a size and dimensions that would allow it to be developed with many of the permitted uses that would be legally permissible under the MDR-V, Medium Density Residential-Village zoning.

Legally Permissible

From a legally permissible standpoint, the zoning and land use plan are the primary determinates of the uses that will be placed on the land in the absence of deed restrictions and other legal limitations. The subject is zoned MDR-V, Medium Density Residential-Village with a Future Land Use of MDR, Medium Density Residential by Destin, Florida. It would be legally permissible to develop this property with a use as allowed by the subject's zoning of MDR-V, Medium Density Residential-Village.

Financially Feasible

Financial feasibility of a proposed use can be seen as a function of supply and demand factors in the marketplace as well as general economic conditions. Financially feasible uses produce an income or return that is equal to, or greater than, the amount needed to satisfy operating expenses, financial obligations, and capital requirements. The nature of the surrounding neighborhood and the market reception of similar uses can often provide a good overall indication of the feasibility of such uses.

There are numerous examples of similar residential type uses in the immediate area of the subject property.

In summary, it is estimated that it would be financially feasible to develop the subject site with a use as allowed by the MDR-V, Medium Density Residential-Village zoning.

Maximally Productive

The maximally productive use of the site should produce the highest present value to the property. If properly priced, there appears to be a base level of market demand in the neighborhood for land that is suitable for improvement with use as allowed under the MDR-V, Medium Density Residential-Village zoning district.

Analysis as Improved

In cases where properties are improved, the highest and best use "as vacant" and the highest and best use "as improved" may be different. This difference is due to the "Principle of Contribution", which holds that if an improvement adds value to a site over and above the land value, the highest and best use of the property is as improved. This principle holds true until the improvements hold no contributory value to the land.

Physically Possible - Improved

The subject property is improved with a 1,184 square foot townhome built in 1986 and associated site improvements. The improvements appear to be in good condition, are operational and functional. The existing improvements are physically possible.

Legally Permissible - Improved

The zoning and land use permits a townhome. The site contains 0.07 acres indicating there is ample area to accommodate the townhome and site improvements. The existing improvements are legally permissible.

Financially Feasible – Improved

The improvements are considered to render a return that creates value over and above the value of the land and are therefore financially feasible.

Maximally Productive – Improved

After consideration of the four criteria: physically possible, legally permissible, financially feasible, no other use can be cited that would justify the removal of the existing improvements and redevelopment of the site with an alternate use; therefore, the maximally productive and highest and best use for the subject, as improved, is for continued use of the existing townhome.

HIGHEST AND BEST USE CONCLUSION(S)

The highest and best use of the subject site, as if vacant, is estimated to be its development with a use as allowed by the MDR-V, Medium Density Residential-Village zoning district.

The highest and best use of the subject property, as improved, is estimated to be the continued use of the existing Townhome.

APPROACHES TO VALUE USED AND EXCLUDED

All three conventional approaches to value were considered and evaluated for their applicability to the subject property. The approaches considered were the Cost Approach, Sales Comparison Approach, and the Income Approach.

The Sales Comparison Approach (as improved) was considered applicable to the valuation of the subject property. The Cost Approach and Income Approach were considered inappropriate as buyers and sellers do not consider these approaches in their buying and selling decisions of townhomes. Sufficient market data was available in order to utilize the Sales Comparison Approach.

SALES COMPARISON APPROACH

The sales comparison approach, also referred to as the market approach, is the appraisal technique which produces an estimate of value of the subject property by comparing it with other similar properties of the same type, or highest and best use which have sold recently or are currently offered for sale in the same or competing neighborhoods. These sales are analyzed on a price per square foot of living area basis.

The value of the subject property will be reconciled based upon the adjusted sales price per square foot of building area by the market approach. The market approach is based upon the economic principle of substitution; that a buyer will pay no more for a property than the cost to acquire one of equal attractiveness or utility. The following sales indicate a tight range of sales price per square foot of building area.

Comparable Sale 1 sold on June 1, 2021 for \$279,000 and was the sale from Gasper E. & Norma N. Luna to Mabel Aracell Suarez de Estrada. The property is located at 645 Sandalwood Dr. in the City of Destin, Florida. The property is on 0.07 ac with a 3-bedroom, 2 bathroom 1,421 sf of living area. The living area includes the garaged that was converted to living area. This sale indicates an unadjusted unit price of \$196.34 per square foot of living area.

Comparable Sale 2 sold on May 25, 2021 for \$179,900 and was the sale from Valore Kay Ulferts to Brain Wasik. The property is located at 655 Sandalwood Dr. in the City of Destin, Florida. The property is on 0.12 ac with a 2 bedroom, 1½ bath, 1,060 sf house. This sale indicated an unadjusted unit price of \$169.72 per square feet of living area.

Comparable Sale 3 sold on February 6, 2021 for \$209,900 and was the sale from Michael J. Thomas to Thomas Yeabower. The property is located at 734 Legion Dr. in the City of Destin, Florida. The property is on 0.06 ac with a 2 bedroom 2 bath 1,188 sf house. This sale indicates an unadjusted unit price of \$176.68 per square foot of living area.

IMPROVED SALES SUMMARY

Sale No.	Subject	Sale 1	Sale 2	Sale 3
Instruction No.		BK: 3551 PG: 4083	BK: 3549 PG: 874	BK: 3524 PG: 2358
Date of Sale		June 1, 2021	May 25, 2021	February 6, 2021
Sales Price		\$279,000	\$179,900	\$209,900
Location	Sandalwood	645 Sandalwood Dr.	655 Sandalwood Dr.	734 Legion Dr.
Lot Size (ac)	0.07 ac	0.07 ac	0.12 ac	0.06 ac
Zoning/Land Use	MDR-V/MDR	MDR-V/MDR	MDR-V/MDR	MDR-V/MDR
Construction	Frame	Frame	Frame	Frame
Condition	Good	Average	Average	Average
Design	Townhome	Townhome	Townhome	Townhome
Year Built	1986	1982	1982	1984
Home Size-Heated	1,184 SF	1,421 SF	1,060 SF	1,188 sf
Sales Price per SF Living Area		\$196.34	\$169.72	\$176.68
ADJUSTMENTS				
Market Conditions/Time		Similar 0%	Similar 0%	Similar 0%
Adj. For Market Conditions/Time		\$196.34	\$169.72	\$176.68
COMPARISONS:				
Location		Similar 0%	Similar 0%	Similar 0%
Lot Size/Shape Land		Similar 0%	Superior -5%	Similar 0%
Zoning/FLU		Similar 0%	Similar 0%	Similar 0%
Quality/Condition		Similar 0%	Similar 0%	Similar 0%
Site Improvements		Similar 0%	Similar 0%	Similar 0%
Size Home/Living Area		Superior -5%	Inferior +5%	Similar 0%
Net Adjustments		-5%	0%	0%
Adj. Sales Price Per Square Foot		\$186.52	\$169.72	\$176.68

Adjustments:**Market Conditions/Time:**

The sales were considered similar to the subject in market condition and time, and no adjustment was necessary.

Location:

The focus of my sales search was to locate properties with similar size, location highest and best use, and characteristics to the subject's.

The sales were located in the City of Destin on the same street as the subject or an area considered similar to the subject. No adjustment was necessary for location.

Size/Shape:

The subject site contains 0.07 acres. On a unit comparison based on a per square foot or per acres as land size increases, typically the unit value decreases and vice versa. That is not the case when the unit of comparison is based on per buildable lot, typically as the lot increases in size the price per lot increases. The sales contained 0.07 ac, 0.12 ac and 0.06 ac. Sales 1 and 2 were considered similar in size to the subject. Sale 2 was larger in lot size to the subject and was considered superior requiring a downward adjustment.

Zoning:

All the sales were zoned the same as the subject with no adjustment warranted.

Quality/Condition:

All the Sales were considered similar to the subject with no adjustment warranted.

Size Home/Living Area:

Sale 1 was considered superior to the subject at 1,421 sf of living area compared to the subject's living area of 1,184 sf. Sale 2 was smaller than the subject requiring an upward adjustment. Sale 3 were slightly different than the subject's living area but were considered similar with no adjustment warranted.

Summary and Conclusion

The price per square foot of building area was considered the most reliable to value the subject property and is as follows:

Comparable	Adjusted Sales	x	Size of Subject	Indicated Value
	Price Per SF Living Area			of Subject
Sale 1	\$186.52	x	1,184 SF	\$220,840
Sale 2	\$169.72	x	1,184 SF	\$200,948
Sale 3	\$176.68	x	1,184 SF	\$209,189

The above sales indicate a range between \$200,948 by Sale 2 to \$220,840 by Sale 1. This unit of measurement is considered reliable as the comparable sales are similar in, construction, condition, and size. The subject unit value should fall within the range of the price per square foot of building area indicated by the comparable sales. I have reconciled at \$177.36 per square foot for a unit value to apply to the subject's 1,184 sf of living area. This is near the upper end of the three sales. Thus, the indicated market value of the subject via the Market Approach is of \$209,994 by the sales price per square foot of living area, rounded to \$210,000.

\$210,000

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

Cost Approach Not Used	Not Used
Sales Comparison Approach "Land & Affected"	\$210,000
Income Capitalization Report Not Used	Not Used

FINAL CONCLUSION OF MARKET VALUE

\$210,000

ADDENDA



OKALOOSA COUNTY PROPERTY APPRAISER PROPERTY CARD

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 00-25-22-2167-0000-029A
Location Address 605 SANDALWOOD DR
 DESTIN 32541
Neighborhood DESTIN WEST INTR (313003.00)
Brief Tax Description* SANDLEWOOD MANOR T/H 1S1 E16.21 FT OF N100 FT & E18 FT OF S20 FT LOT 28
*The Description above is not to be used on legal documents.
Property Use Code SFR/TOWNHO (000109)
Sec/Twp/Rng 00-25-22
Tax District Destin (District 10)
Millage Rate 12.5119
Acreage 0.000
Homestead N
Acreage (GIS) 0.07
Fire District N/A

[View Map](#)

Owner Information

Primary Owner
 O'Helan, George E & Darla R
 271 Hickory St
 Freeport, FL 324396622

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	\$74,455	\$62,487	\$52,959	\$48,063
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$40,000	\$35,000	\$33,000	\$25,000
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$114,455	\$97,487	\$85,959	\$73,063
Assessed Value	\$91,991	\$83,628	\$76,025	\$69,114
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$91,991	\$83,628	\$76,025	\$69,114
Maximum Save Our Homes Portability	\$22,464	\$13,859	\$9,934	\$3,949

"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.

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000109	SFR/TWNHSE	1.00	UT	0	0

Building Information

Building 1
Type TOWNHOME
Total Area 1,376
Heated Area 1,184
Exterior Walls ABOVE AVG.; STONE
Roof Cover COMP SHNGLS
Interior Walls DRYWALL
Frame Type .
Floor Cover CARPET; CLAY/CERMC
Heat AIR DUCTED
Air Conditioning CENTRAL
Bathrooms 1.5
Bedrooms 2
Stories 2
Actual Year Built 1986
Effective Year Built 1986

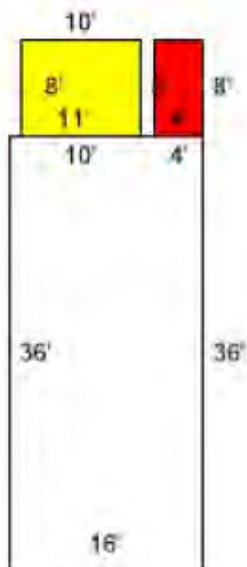
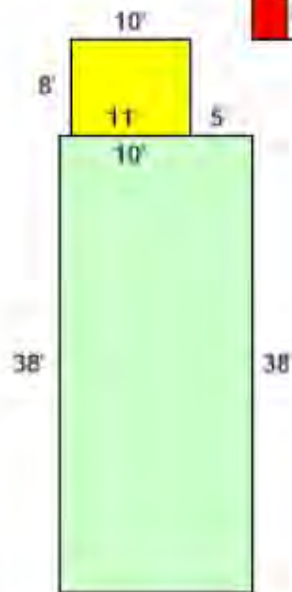
Building Area Types

Type	Description	Sq. Footage	Year
FUS	F UP STORY	608	1986
UOP	UNF OP PRI	160	1986
FST	F STORAGE	32	1986
BAS	BASE AREA	576	1986

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	05/23/2011	\$51,000	SW	2987	4434	Unqualified (U)	Improved	US BANK NATIONAL ASSOCIATION	O'BRIAN GEORGE E & DARLA R
N	02/08/2011	\$100	CT	2977	821	Unqualified (U)	Improved	CLERK OF COURT	US BANK NATIONAL ASSOCIATION
N	03/31/2003	\$83,000	WD	2425	4330	Qualified (Q)	Improved	MERRIOTT ANGELA B	MCAULEY CARMICHELLE D
N	09/22/1998	\$52,800	WD	2181	1280	Qualified (Q)	Improved	J M & E INC	MERRIOTT ANGELA B
N	08/01/1993	\$37,500	WD	1767	1948	Unqualified (U)	Improved		J M & E INC
N	09/01/1990	\$37,700	WD	1573	274	Qualified (Q)	Improved		
N	07/01/1989	\$100	IN	1515	1941	Unqualified (U)	Improved		
N	04/01/1987	\$49,000	WD	1396	1617	Qualified (Q)	Improved		
N	05/01/1986	\$100	WD	1343	1828	Unqualified (U)	Improved		

FUS	F UP STORY	608	1986
UOP	UNF OP PRH	160	1986
BAS	BASE AREA	576	1986
FST	F STORAGE	32	1986



DEED of RECORD

FILE # 2708730 RCD: 06/07/2011 @ 04:04 PM, BK: 2987 PG: 4434 RECORDING:
\$6.00 RECORDING ARTICLE V: \$4.00 DEED DOCSTAMPS \$357.00 DEPUTY CLERK
ABUSBEE DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

Return to: Shari Justice
Name: Stewart Title Company
Address: 4771 South Samson Blvd.
Homosassa, Florida 34446

This Instrument Prepared by:
Shari Justice
Stewart Title Company
4771 South Samson Blvd.
Homosassa, Florida 34446

as a necessary incident to the fulfillment of obligations
contained in a title insurance commitment issued by it.

PID 475525 605 Sandalwood Dr., Destin, FL 32541

Property Appraisers Parcel I.D. (Folio) Number(s):

002S2221670000029A

File No: 1101930 - 2303

SPECIAL WARRANTY DEED

(CORPORATE)

This Special Warranty Deed Made the 28th day of MAY, 2011, by U.S. Bank National Association, as Trustee for CMUTL-2005-7, and having its place of business at 1001 Semmes Ave 6th Floor, Richmond, Virginia 23224, hereinafter called the grantor,

to George E. O'Brian and Darla R. O'Brian, husband and wife, whose post office address is: 614 Sandalwood Dr., Destin, Florida 32541, hereinafter called the grantee,

WITNESSETH That grantor, for and in consideration of the sum of \$51,000.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto grantee, all that certain land situate in Okaloosa County, Florida, viz:

The East 16.21 feet of the North 100.00 feet and the East 18.00 feet of the South 30.00 feet of Lot 28, Sandalwood Manor Townhomes First Addition, a 60 unit addition to Sandalwood Manor Townhomes, a planned townhome development in Destin, according to the plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,
To Have and to Hold, the same in fee simple forever.

GRANTOR'S WILL, WARRANT and forever defend the right and title to the above-described real property unto the Grantees against the claims of all persons, claiming by, through or under Grantor's, but not otherwise.
(Whereas used herein the terms "grantor" and "grantee" include all the parties to this instrument, and the heirs, legal representatives, assigns, successors and assigns of the parties.)

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

U.S. Bank National Association, as Trustee for CMUTL-2005-7 by SunTrust Mortgage Its attorney in fact.

Witness Signature: [Signature]
Printed Name: James C. Woodson
Witness Signature: [Signature]
Printed Name: Kashie C. Gatto

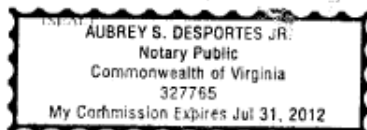
BY: [Signature] Cheryl L. Bowley, VP
Printed name and title

STATE OF VIRGINIA
CITY OF RICHMOND

The foregoing instrument was acknowledged before me this 28th day of MAY, 2011, by Cheryl L. Bowley, VP of SunTrust Mortgage Inc. attorney in fact for U.S. Bank National Association, as Trustee for CMUTL-2005-7, on behalf of the corporation. He/she is personally known to me or who has produced driver license(s) as identification.

My Commission expires: July 31, 2012

[Signature]
Notary Public Signature
Printed Name: Aubrey S. Desportes, Jr.
Serial Number: 327765



COMPARABLE SALES MAP & DATA SHEETS



IMPROVED SALE DATA SHEET		
SALE NO.: 1		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3551 PG: 4083
(b)	Grantor:	Gasper E. & Norma N. Luna
(c)	Grantee:	Mabel Aracell Suarez de Estrada
(d)	Date of Transaction:	6/1/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.07 ac Generally Rectangular Sandalwood Dr. Level and even with abutting road grade
(f)	Consideration:	\$279,000
(h)	Unit Price:	\$196.34 SF of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-2166-0000-0110
(k)	Location:	645 Sandalwood Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Improved Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,421* Fireplace: None Construction: Frame Driveway: Concert Year Built: 1982 Garage: Converted Condition: Average Porch: Small Front Bedrooms: 3 Outbuildings: None Bathrooms: 2 Road frontage: Paved Heat/Cool: Central Floor: Tile
(s)	Utilities:	Public sewer, water, electric and telephone
(t)	Verification:	Selling Broker, Angela M. Garcia by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyers: Single-Family Home
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	*The garage was converted to heated/cooled. The original living area is 1,196 sf



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO



DEED for SALE 1

**FILE #3461397 RCD: 6/7/2021 8:59 AM, BK: 3551 PG: 4083, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$2,023.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

Prepared by:
Julie R. Barbeau Johnson
McNeese Title, LLC
3921 East County Highway 30A
Santa Rosa Beach, Florida 32459
File Number: S21-0378JJ

Warranty Deed

Made this June 1, 2021 A.D. By **Gaspar E. Luna and Norma N. Luna, husband and wife**, whose address is: 305 Main Street, Destin, Florida 32541, hereinafter called the grantor, to **Mabel Araceli Suarez Abanto de Estrada, a married woman**, whose post office address is: 430 Winchester Drive, Celina, Texas 75009, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 11, less the East 1.62 feet thereof, and the East 1.62 feet of Lot 12, SANDALWOOD MANOR TOWNHOMES, according to the Plat thereof as recorded in Plat Book 6, at Page 59, of the Public Records of Okaloosa County, Florida.

Being the same property deeded to Grantor, dated 12/18/2009, recorded in Records Book 2918, Page 2034 Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-2166-0000-0110**

Subject property is the homestead of the Grantor as defined by the Constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, and easements of record, all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, and taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in our presence:

Witness Signature: [Signature]
Witness Printed Name: Ashtley Chapman

[Signature]
Gaspar E. Luna

Witness Signature: [Signature]
Witness Printed Name: BENNETT CHRISTOPHER WRAY

[Signature]
Norma N. Luna

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2021, by Gaspar E. Luna and Norma N. Luna, who is/are personally known to me or who has produced Davis Moore as identification.

[Signature]
Notary Public
Print Name: BENNETT CHRISTOPHER WRAY
My Commission Expires: _____

Affix Notary Seal



BENNETT CHRISTOPHER WRAY III
Commission # GG 149525
Expires October 9, 2021
Bonded Thru Budget/Notary Services

IMPROVED SALE DATA SHEET		
SALE NO.: 2		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3549 PG: 874
(b)	Grantor:	Valore Kay Ulferts
(c)	Grantee:	Brain Wasik
(d)	Date of Transaction:	5/25/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.12 ac Rectangular Sandalwood Dr. Level and even with abutting road grade
(f)	Consideration:	\$179,900
(h)	Unit Price:	\$169.72 SF of Living Area
(i)	Type of Instrument:	Personal Representative's Deed
(j)	Tax ID No.:	00-2S-22-2166-0000-0070
(k)	Location:	655 Sandalwood Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,060 Construction: Frame Year Built: 1982 Condition: Average Bedrooms: 2 Bathrooms: 1 ½ Heat/Cool: Central Fireplace: None Driveway: Concert Garage: Yes Porch: Small Front Outbuildings: None Road frontage: Paved Floor: Carpeting, Tile
(s)	Utilities:	Septic System, Public water, electric and telephone
(t)	Verification:	Selling Broker, David L. Bordon by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Home
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 2

**FILE #3458236 RCD: 5/25/2021 4:05 PM, BK: 3549 PG: 874, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,259.30 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, FL 32541

File No. 21-3580A

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2166-0000-0070

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED made and executed May 25, 2021, by Valoree Kay Ulferts an unmarried woman, individually and as Personal Representative of The Estate of Dean Ivan Ulferts a/k/a Dean I. Ulferts, deceased hereinafter called the grantor, to Brian Wasik an unmarried man whose post office address is 28510 E. Benders Landing Blvd., Spring, TX 77386, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in OKALOOSA County, Florida, viz:

Lot 7, and the East 1.62 feet of Lot 8, SANDALWOOD MANOR TOWNHOMES, according to the Plat thereof as recorded in Plat Book 6, Page(s) 59, of the Public Records of Okaloosa County, Florida.

subject to easements, restrictions, reservations, and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; that all court orders and laws of Florida have been followed and complied with in all respects; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2020.

PERSONAL REPRESENTATIVE'S DEED
(Continued)

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

Signed, sealed and delivered in our presence:

Debra C. Schmit
(Witness Signature)

Debra C. Schmit
Witness #1 Print

Tessa Schmit
(Witness Signature)

Tessa Schmit
Witness #2 Print

The Estate of Dean Ivan Ulferts a/k/a Dean
I. Ulferts

BY: Valoree Kay Ulferts, Representative
Valoree Kay Ulferts, Personal Representative

133 E Church Road
(Address)

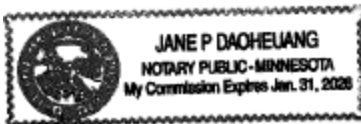
Easley, SC 29642
(Address)

STATE OF Minnesota

COUNTY OF Dakota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,
this 19th day of May, 2021 by Valoree Kay Ulferts, who is personally known to me or who has produced
Minnesota Drivers license as identification.

My commission expires: Jan. 31, 2026 Jane P. Dacheuang
Printed name:
Notary Public



A handwritten signature of Jane P. Dacheuang in dark ink.

IMPROVED SALE DATA SHEET		
SALE NO.: 3		
(a)	Recording Data – Instrument No.:	Okaloosa County BK: 3524 PG: 2358
(b)	Grantor:	Michael J. Thomas
(c)	Grantee:	Thomas Yeabower
(d)	Date of Transaction:	2/6/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.06 ac Irregular Legion Dr. Level and even with road grade
(f)	Consideration:	\$209,900
(h)	Unit Price:	\$176.68 sf of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-1486-0000-0949
(k)	Location:	734 Legion Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to Seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,188 sf Construction: Frame Year Built: 1984 Condition: Average Bedrooms: 2 Bathrooms: 2 Heat/Cool: Central Fireplace: None Driveway: Concert Garage: None Porch: 2nd Floor Outbuildings: None Road frontage: Paved Floor: Tile
(s)	Utilities:	Public sewer, water, electric and telephone.
(t)	Verification:	Julie Morrill selling broker by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Residence
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 3

FILE #3428670 RCD: 2/9/2021 11:03 AM, BK: 3524 PG: 2358, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,469.30 DEPUTY CLERK asims
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Surety Land Title of Florida, LLC
188 N. Main Street
Crestview, FL 32536
File No.: 2106001M

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 5th day of February, 2021 by **Michael J. Thomas, a married man as his non-homestead property**, whose post office address is herein called the grantor, to **Thomas Yeabower, an unmarried man**, whose post office address is **734 Legion Drive, Unit 94, Destin, FL 32541**, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in OKALOOSA County, State of Florida, viz.:

Lot 94, A RE-SUBDIVISION OF A PORTION OF 'LEGION VILLAGE' TOWNHOMES A/K/A Suncay Townhomes, According To The Plat Thereof As Recorded In Plat Book 8, Page 7, Of The Public Records Of Okaloosa County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2021 and thereafter.

Property Appraisers Parcel Identification (Folio) Number: **00-2S-22-1486-0000-0940**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in the presence of:

Sandra D. Farn

Witness #1 Signature

Michael J. Thomas
Michael J. Thomas

SANDRA D FARN

Witness #1 Printed Name

Marsha McCombs

Witness #2 Signature

Marsha McCombs

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February, 2021 by Michael J. Thomas who is personally known to me or has produced FL DLs as identification.

SEAL



Marsha McCombs
Notary Public

Marsha McCombs

Printed Notary Name

My Commission Expires:



americanacquisition.com

July 28, 2021

George E. & Darla R. O'Brian
271 Hickory St.
Freeport, FL 32439-6622

Project: Destin Cross Town Connector Roadway Project
Tax ID: 00-2S-22-2167-0000-029A
Location Address: 605 Sandalwood Dr.
Destin, Florida

Dear Property Owner:

The City of Destin is planning a roadway improvement project, the Destin Cross Town Connector. I have been engaged to provide an appraisal of your property. The purpose of the appraisal is to estimate the market value of your property needed for the roadway improvement project.

I have scheduled a field inspection of the above-described property on Thursday, August 5, 2021 at 10:15 am. If you or your designated representative would like to bring to my attention factors that affect the value of the property, please meet me at the property at that time or contact me using the information below.

You may contact me Monday through Friday between 8:00 a.m. and 4:00 p.m. at 407-883-6288 or by email at scross@americanacquisition.com

If you have any questions, please contact me.

Very truly yours,

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405
407-883-6288
scross@americanacquisition.com



711 North Sherrill Street – Suite B
Tampa, Florida 33609-1109
Ph. 813-287-8191 Fax 813-287-8197

Stephen J. Cross, SR/WA

Appraiser



Mr. Cross has over 35 years of experience in all aspects of purchasing, managing, leasing and disposing of real property for government agencies and individuals. Effective management of large-scale projects for cities, counties, DOT, IRS and private individuals including, transportation and engineering services, land planning, right-of-way acquisition and appraisal services, eminent domain and expert witness

testimony.

PROFESSIONAL EXPERIENCE

American Acquisition Group (AAG) 2018 to present

Senior Appraiser. AAG acquired the RTD Group in April of 2018

RTD Group, 2008 to 2018

Promoted through multiple positions at a nationally recognized licensed Real Estate and Engineering Corporation, serving public and private clients in Florida.

Vice President, February 2017 to 2018

Deliver professional transportation and engineering services, planning and right-of-way acquisition and appraisal services. Responsible for managing acquisition projects, marketing, client development, contract negotiations, technical and administrative appraisal reviews and mediation reports. Provide eminent domain and expert witness testimony.

Right of Way Director, 2009 – February 2017

Managed appraisals, acquisition projects, cost estimates for concepts, planning, budgets and PD&E. Assisted legal departments, marketing, bids and proposal preparation. Attended public meetings representing ROW projects. Prepared land planning reports to support appraisal reports for Florida Department of Transportation (DOT) and Internal Revenue Service (IRS). Supervised acquisition and relocation agents. Testified as an appraisal expert in Order of Taking hearings and assisted in hearings and litigation support.

Senior Appraiser, Right-of-Way Department, Florida's Turnpike Enterprise, 2008 – 2009

Responsible for managing appraisal projects, cost estimates for concepts, planning and PD&E, preparation of appraisal reports and technical and administrative appraisal reviews. Delivered mediation reports and attended public meetings and hearings as right-of-way appraisal expert and assisted legal department. Participated on value engineering teams making recommendations on proposed ROW that has resulted in substantial savings to the agency.

Orange County Real Estate Management Division, 1986 – 2008

Review Appraiser, 1992 – 2008

Supervised appraisal projects, appraisals, appraisal review, cost estimates, appraisal bid scopes and litigation support. Prepared reports for mediation and attended as a participant. Served as a supervisor for the Public Information Call Center Emergency Operations Center during times of natural disasters.

Staff Appraiser, 1990 – 1992

Conducted appraisals, appraisal reviews, cost estimates and litigation support.

Years of Experience: 35

Education:

University of Central Florida
Bachelor of Science Degree in
Business Administration majoring in
Finance, 1983

Licensure/Certification:

FL State-Certified General Real Estate
Appraiser – RZ2405

FL RE Broker – BK149670

Designations / Affiliations

IRWA, Chapter 26 International
Director - Current

IRWA, Senior Right of Way
Professional (SR/WA)

Acquisition Agent, 1986 – 1990

Acquired properties for Orange County. Public Works Division road projects, intersection improvements, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites.

GOVERNMENT AGENCIES SERVED

- City of Tampa
- City of St. Petersburg
- Longboat Key
- Manatee County
- Hernando County
- Orange County
- Sumter County
- Osceola County
- Pasco County
- Pinellas County
- Tampa International Airport (TPA)
- Central Florida Expressway Authority (CFX)
- Hillsborough Area Regional Transit Authority (HART)
- Tampa Hillsborough Expressway (THEA)
- Florida DOT Districts 1, 2, 7
- Florida's Turnpike Enterprise, statewide

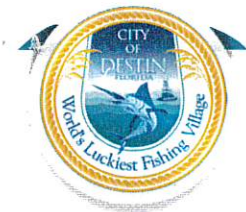
ADDITIONAL EXPERIENCE

Current Town of Astatula Councilman. Provide direct supervision of employees and the running of the Town. Responsible for all aspects of running the day-to-day business of the Town including the annual budget and setting the City's property tax rate.

Council Member for the Town of Astatula. Led an initiative to update of the land use codes and zoning regulations. Was instrumental in hiring a town engineer and a new town attorney.

Broker Associate, Phyllis B. Cross Realtor. Sale and leasing of properties, conducted title searches, cleared title defects, researched easements to determine legal access to properties.

Military Intelligence Aerial Image Interpreter, U.S. Army. Provided aerial photography interpretations and mapping. Squad Supervisor stationed at Fort Hood, Texas. Held a Top Secret Clearance.



CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL NO.: 606 Sandalwood Drive

Seller: Eduardo & Stephanie Lianos

Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0330; 0.06 AC

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: Total Acquisition to include 1,044 SF townhome and all improvements.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.

is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) Real Property

Land/Improvements	1. \$	265,000.00
Real Estate Damages	2. \$	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. \$	0.00

Total Real Property	4. \$	265,000.00
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(b) Total Personal Property	5. \$	0.00
------------------------------------	--------------	-------------

Total Purchase Price (Add lines 4 and 5)	\$	265,000.00
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(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	\$	265,000.00
---	----	------------

(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	\$	0.00
---	----	------

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.

(b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title

standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

- (c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (f) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (h) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

Eduardo Lianos 6/10/22
Signature Date

Eduardo Lianos
Type or Print Name under signature

Stephanie Lianos 6/10/22
Signature Date

Stephanie Lianos
Type or Print Name under signature

Buyer

City of Destin

BY: _____
Signature Date

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 20____.

BY: _____
Signature Date

Type or Print Name and Title under signature

This document delivered by Stephanie Lianos

This document received by Stephanie Lianos

6/10/22
Date

4/10/22
Date



SIGNATURE ADDENDUM

SELLER(S):

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

Signature _____ Date _____

Type or Print Name under signature _____

ADDENDUM TO PURCHASE AGREEMENT FOR PURCHASE OF
606 SANDALWOOD

1. Approval By Destin City Council

For the purposes of binding the parties to this Agreement, the Seller shall be bound upon its execution of this Agreement and the Buyer shall be bound upon approval of the City of Destin City Council (the "City Council"). If the City Council approves this Agreement, the date on which the City Council approves this Agreement shall be the Approval Date and Effective Date. Nothing herein shall affect the authority of the City Council to decline to approve and withdraw from this Agreement pursuant to this provision.

2. Seller's Closing Deliveries.

At Closing, Seller shall deliver or cause to be delivered to Buyer:

A. A special warranty deed duly executed and acknowledged by Seller and warranting the same to be free and clear of all liens and encumbrances, except.

B. An affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to Property for 90 days immediately preceding date of Closing. If the Property has been improved, or repaired within that time, Seller shall deliver releases or waivers of mechanic's liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at Closing.

C. Such additional documents and instruments as in the mutual and reasonable opinion of Buyer's counsel and Escrow Agent, are reasonably necessary for the proper consummation of this transaction.

3. Evidence of Title.

Within ten (30) days of approval of the Purchase Agreement by the City Council, and subsequent execution, Buyer shall obtain from First American a title insurance commitment to issue an ALTA Owner's Title Insurance Policy on the Property naming Buyer as the proposed insured (the "Title Commitment"). Buyer shall have fifteen (15) days from receipt of the Title Commitment to examine same. In the event the Title Commitment does not show good, marketable and insurable fee simple title to the Property, Buyer shall, on or before the end of said fifteen (15) day review period, notify Seller in writing to that effect specifying the defect(s) in reasonable detail. Seller shall have five (5) days from receipt of such notice to either agree to cure such defect(s) or provide written notice to Buyer that Seller will not cure the defect(s). If Seller is unable to cure the title defect(s) or provides notice to Buyer that Seller will not cure the title defect(s), Buyer, as its sole and exclusive remedy, shall have the option of (i) accepting the title "as is"

without recourse to Seller; or (ii) terminating this Agreement by providing written notice of termination to Seller and thereupon Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Agreement. In the event Seller does not respond to Buyer's notice of a title defect within Seller's five (5) day response period, Seller shall be deemed to have declined to cure such defect(s).

4. Survey.

Buyer may, at Buyer's expense, within thirty (30) of approval of the Purchase Agreement by the City Council, obtain a survey of the Property from an surveying or engineering firm licensed in the State of Florida which survey shall include any improvements, easements, rights-of-way, encroachments and/or any other matters affecting the real property depicted thereon (the "Survey"). Any matters contained in the Survey which are objectionable to Buyer shall be noticed in writing to Seller with a copy of the Survey within ten (10) days of Buyer's receipt of the Survey, and any such objection shall be treated as a title defect pursuant to Section 3 above.

5. Non Appropriation.

In the event sufficient funds shall not be appropriated for the payment required to be paid at Closing, and if Buyer has no funds legally available for payment at Closing from other sources, the Buyer may terminate this Agreement with notice to Seller.

6. Proration of Taxes.

All taxes assessed for any prior calendar year and remaining unpaid shall be paid by Seller, and all taxes assessed for the current calendar year shall be prorated between Seller and Buyer on a calendar year basis as of the day immediately prior to the Closing Date. If the tax rate for taxes assessed in the current year has not been determined at the Closing of the transaction, the taxes from the prior year shall be used for the purpose of estimating such proration and credit for due but unpaid taxes. If the Property is assessed as part of a larger tract of land and a " cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill.

7. Assessments.

Any assessments owed as of the date of closing on the underlying property to any owner's association, including assessment liens, are to be paid by Seller.

8. Time of the Essence; Computation of Time.

Time shall be of the essence with respect to Buyer and Seller's obligations to consummate the Closing on the Closing Date. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As

used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed for observance in the State of Florida.

9. Sovereign Immunity.

Nothing contained herein is intended to nor shall be construed to waive the Buyer's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time.

10. JURY TRIAL WAIVER

BUYER AND SELLER AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS ADDENDUM AND THE ASSOCIATED PURCHASE AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANYWAY TO THE PERFORMANCE OF, OR FORMATION OF THIS ADDENDUM AND THE ASSOCIATED PURCHASE AGREEMENT.

IN WITNESS WHEREOF, these parties have executed this Addendum, which was approved by the Destin City Council.

**Signed in the presence of as
Witnesses to CITY OF DESTIN**

CITY OF DESTIN

Printed Name: _____

By: Lance Johnson
Its: City Manager

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The Foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Lance Johnson, City Manager of the City of Destin, on behalf of the CITY OF DESTIN who is personally known to me.

Notary Public
My Commission Expires: _____

SELLER

Signed in the presence of as
Witnesses to Eduardo Lianos


Printed Name: Thomas Paul Bucek

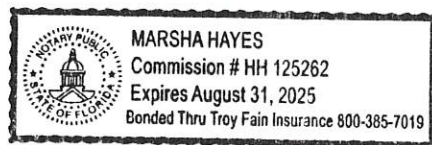

Printed Name: Marsha Hayes


Eduardo Lianos

Date: 6/10/22

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

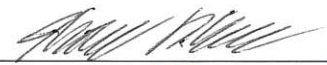
The Foregoing instrument was acknowledged before me this 10th day of June, 2022, by Eduardo Lianos. He/She is personally known to me or has produced FL DL as identification.



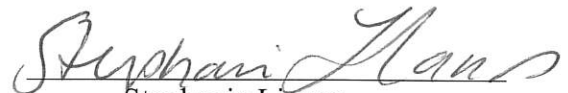

Notary Public
My Commission Expires: _____

SELLER

Signed in the presence of as
Witnesses to Stephanie Lianos


Printed Name: Thomas Paul Bucek

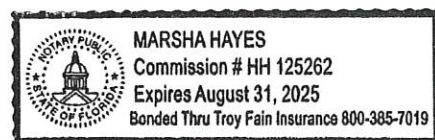

Printed Name: Marsha Hayes

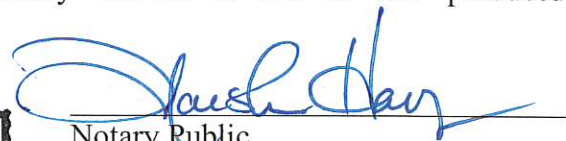

Stephanie Lianos

Date: 6/10/22

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The Foregoing instrument was acknowledged before me this 10th day of June, 2022, by Stephanie Lianos. He/She is personally known to me or has produced FL DL as identification.




Notary Public
My Commission Expires: _____



First American

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-6104694

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Anchors Smith Grimsley, Professional, Limited Issuing Office:
Company

ALTA Universal ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: 22-0072CJM

Property Address: 606 SANDALWOOD DR., DESTIN, FL
32541

Revision Number:

SCHEDULE A

1. Commitment Date: June 28, 2022 @ 8:00 AM
2. Policy to be issued:
 - (a) ☐ 2006 ALTA® Owner's Policy
Proposed Insured: City of Destin
Proposed Policy Amount: \$265,000.00
 - (b) ☐ 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
 - (c) ☐ 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Eduardo Lianos, Jr. and Stephanie Lianos
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Anchors Smith Grimsley, Professional, Limited Company

By: _____

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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First American

Schedule BI

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-6104694

Issuing Office File Number: 22-0072CJM

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Eduardo Llanos, Jr. and Stephanie Llanos to City of Destin conveying the land described under Schedule "A".
5. Payment, cancellation and satisfaction of record of mortgage in the original principal amount of \$171,510.00, executed by Eduardo Llanos, Jr. and Stephanie Llanos, husband and wife in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Mortgage Investors Corporation, recorded October 26, 2010 in Book 2957, Page 4915.
6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
7. Proof of payment of taxes and assessments for the year 2021, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2021 taxes show **PAID**. The gross amount is \$1,318.30 for Tax Identification No. 002S22216700000330.

NOTE: The following conveyance(s) have been recorded within the last 24 months:

None

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First American

Schedule BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-6104694

Issuing Office File Number: 22-0072CJM

SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.

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First American

Schedule BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-6104694

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, as recorded in Plat Book 6, Page(s) 93, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Book 1126, Page 1 and Book 1150, Page 1438, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Easement granted to Gulf Power Company by instrument recorded in Book 1159, Page 1962.
12. Oil, gas and mineral reservations contained in instrument recorded in Book 952, Page 44.

Note: All of the recording information contained herein refers to the Public Records of OKALOOSA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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First American

Notices – Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 1054-6104694

Issuing Office File Number: 22-0072CJM

The land referred to herein below is situated in the County of OKALOOSA, State of Florida, and described as follows:

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. a/k/a Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

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First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 1054-6104694

AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By

First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Anchors Smith Grimsley, Professional, Limited
Company

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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APPRAISAL REPORT

**Parcel 10-Lianos
606 Sandalwood Dr.**

located in
City of Destin, Okaloosa County, Florida

Value as of August 5, 2021

Prepared for

Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Prepared by

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser, RZ2405
American Acquisition Group
711 North Sherrill Street, Suite B
Tampa, Florida 33609
scross@americanacquisition.com
407-883-6288

CERTIFICATE OF VALUE

Project Name: Destin Bypass Road Phase I
County: Okaloosa
Parcel No.: Parcel 10-Lianos

1. The statements of fact contained in this appraisal 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. I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraisal 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. My compensation for 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 stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions or conclusions were developed, and this appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this report.
9. I understand that this appraisal is to be used in connection with the purchase of lands by the City of Destin for the Destin Bypass Road project.
10. This appraisal has been made in conformity with appropriate State laws, regulations, policies, and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Pinellas County, and I will not do so until so authorized by them, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of Pinellas County without restriction or limitation on their use.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the property appraised as of the 5th day of August 2021, is: \$185,500.
Market value should be allocated as follows:

LAND AREA: (Acres) 0.06 acres
LAND USE: (HABU as vacant) Residential

FINAL CONCLUSION OF MARKET VALUE: \$185,500

August 11, 2021
DATE



Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405

TABLE OF CONTENTS

INTRODUCTION AND PREMISE OF THE APPRAISAL

Certificate of Value	2
Table of Contents	3
Qualifying and Limiting Conditions	4
Summary of Salient Facts and Conclusions.....	6
Type of Appraisal and Report Format	7
Purpose, Intended Use, Intended User of the Appraisal	7
Definition of Market Value.....	7
Property Rights (Interest) Appraised	7
Scope (Extent of Process of Collecting, Confirming, and Reporting Data)	8
Appraisal Problem	9

PRESENTATION OF DATA

Identification of Property and Legal Description	9
Neighborhood Area Analysis.....	10
Description of Property, Photographs and Sketches.....	12
Zoning, Land Use Plan, Concurrency	18
Assessed Value, Taxes and Special Assessments.....	19
History of Property	19
Exposure Time	19
Public and Private Restrictions	20

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use Analyses	20
Highest and Best Use Conclusion.....	22
Approaches to Value Used and Excluded.....	22
Sales Comparison Approach.....	23
Reconciliation and Value Conclusions	26

ADDENDUM

Okaloosa County Property Appraiser Property Card
Sales Map
Comparable Land Sale Data Sheets
Qualifications of Appraiser

QUALIFYING ASSUMPTIONS AND SPECIAL CONDITIONS

The appraisal herein and valuation found is conditioned on the following:

1. The legal description referred to in this report was based on information furnished by the client and is assumed to be correct.
2. Ownership data is based on Okaloosa County Property Appraiser's website and the client and is assumed to be correct.
3. It is assumed that the title to the property is good and marketable. Further, the property is appraised as owned in fee simple and as if unencumbered by mortgages, taxes or other indebtedness.
4. The parent tract land size reported was based on the sketch and legal, the plats and property appraiser's records and the client. The maps and sketches contained in the appraisal report are included to assist the reader in visualizing the property, and we assume no responsibility for their accuracy.
5. No guarantee is made as to the reliability of information, estimates and opinions of others furnished to the appraiser and used in preparing this report were assumed to be reliable and true and correct. Reasonable effort was made to confirm this information. However, no liability is assumed on account of errors or inaccuracies of such estimates or opinions.
6. No liability is assumed on matters of legal character affecting the property.
7. No information was made available as to the underlying soil conditions. It is assumed that the soil conditions are satisfactory for the development or continued use of the property to its highest and best use.
8. The estimate of physical condition of the various improvements appraised, if any, was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of same.
9. The appraisal report covers the premises described only. No figures, analyses or unit values set out herein are to be construed as applicable to any other property.
10. No environmental risk audit for the subject property or surrounding lands has been provided for our use. However, this appraisal specifically assumes no environmental hazards or contamination, including radon, exists on or around the subject property.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and zoning laws, unless non-compliance is stated, defined and considered in the appraisal report.
12. The appraiser is not required to give expert testimony or attend court by reason of the appraisal with reference to the subject property unless previous arrangements have been made.

13. Fee for investigation and report is not contingent upon the values found.
14. Contract for appraisal is completed upon the delivery of the Certificate.
15. Neither all nor part of the contents of this appraisal shall be conveyed to the public through advertising, public relations media, news, sales or other without the prior written consent and approval of the author, particularly as to valuation conclusions and the identity of the appraiser.
16. The Competency Provision of the Uniform Standards of Professional Appraisal Practice requires an appraiser to identify the appraisal problem prior to accepting the assignment and have the knowledge and experience to complete the assignment competently or take appropriate steps to become competent to complete the assignment. As detailed in the statement of qualifications, the appraiser has adequate knowledge and experience to complete the appraisal assignment. Furthermore, no facts or conditions have been discovered during the preparation of this appraisal that indicates any change in the assignment as previously conceived.

SPECIAL LIMITING CONDITIONS

17. The appraisal report is presented in a Narrative Report format in accordance with the Uniform Standards of Professional Appraisal Practice. As such, sufficient information is presented in each report to enable the client and other intended users, as identified, to understand the report properly. The client is Marsha Hayes, SR/WA of Hayes Consulting Services, LLC representing the City of Destin.

18. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Hypothetical Condition

“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. - None

Extraordinary Assumption

“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.”

I was unable to inspect the interior of the house. It is assumed that the interior is in good condition. If this assumption is not true it could have an effect on the value conclusion.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Townhome
Existing Use:	Single-Family Residence
Property Owner Name:	
Mailing Address:	Stephanie & Eduardo Lianos 323 Cypress St. Destin, FL 32541
Property Location:	606 Sandalwood Dr. Destin, FL 32541
Okaloosa County Property Appraiser	
Tax I.D. Number:	00-2S-22-2167-0000-0330
Lot Size:	0.06 acres
Future Land Use:	MDR, Medium Density Residential by Destin, FL
Zoning:	MDR-V, Medium Density Residential-Village, by Destin, FL
Highest and Best Use:	Continued use as a Townhome
Property Inspection Dates:	August 5, 2021
Present at Inspection:	Stephen J. Cross, SR/WA
Extent of Inspection:	The extent of the field inspection during the formal property inspection included an inspection of the parent tract, the exterior of the house. I was not able to inspect the interior.
Date of Value:	August 5, 2021
Date of the Report:	August 11, 2021
Estimated Market Value(s) of the Subject Property:	Total Estimated Market Value \$185,500

TYPE OF APPRAISAL AND REPORT FORMAT

This analysis is in an Appraisal Report format in conformity with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

The Appraisal Report will consider the subject property as currently improved with a townhome. A discussion of the subject as vacant and as currently improved will be in the highest and best use section of the report. Therefore, only the Sales Comparison Approach “as improved” will be utilized for the valuation of the parent tract.

APPRAISAL PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL

The purpose of this appraisal is to estimate market value of the subject property. The intended use is for acquisition of the subject for City of Destin’s roadway project. The intended user of the appraisal is Marsha Hayes, SR/WA with Hayes Consulting Services, LLC.

DEFINITION OF MARKET VALUE

The source of the definition of Market Value is the Florida Supplemental Standards (Florida State Road Department v. Stack, 231 So. 2d 859 Fla., 1st DCA 1969):

“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.”

PROPERTY RIGHTS (INTEREST) APPRAISED

The interest appraised is the Fee Simple Estate. Fee Simple Estate is defined as “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”.¹ This interest considers all easements and restrictions of record.

Public and Private Restrictions:

I have found no public or private restrictions which would appreciably affect the value of title to, or the marketability of, the subject property.

Encumbrances:

None known that are estimated to have a measurable net impact on the marketability or utility of the subject property.

Non-Realty Items Appraised

None.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010 Edition, page 78

SCOPE OF APPRAISAL ANALYSIS

The scope of work provides the necessary research and analysis to prepare an appraisal report that will produce credible assignment results in accordance with its intended use, the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Professional appraisal assistance and sub-consultants if used are named in the Addendum to Certificate of Value. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated within the appraisal report.

Appraisal Report Presentation

The reporting presentation is an Appraisal Report, which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The Appraisal Report will consider the subject as improved with a townhome. It presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinions of market value.

Valuation Methodology (Applicable Approaches)

I have utilized the Sales Comparison Approach "as improved" to value the subject. The Sales Comparison "as vacant" and the Income Capitalization Approach, were not applicable in the valuation of the subject property.

Inspection of Subject Property

The formal property inspection consisted of inspecting the subject property as well as photographing the subject.

Data Collected, Confirming and Reporting

Numerous resources were relied on for data research and pertinent information of the subject property. These include:

- maps provided by client.
- Public records and online resources of various counties and other websites and services.

Within appropriate areas of the appraisal report, the above information is reported. Market data sheets were prepared with the information obtained during the research and verification process and are included in the Addenda of this appraisal.

APPRAISAL PROBLEM

The appraisal problem consists of estimating the market value of the subject parent tract, located at 606 Sandalwood Dr., Destin, Florida. The subject is currently improved with a townhome on 0.06 acres lot.

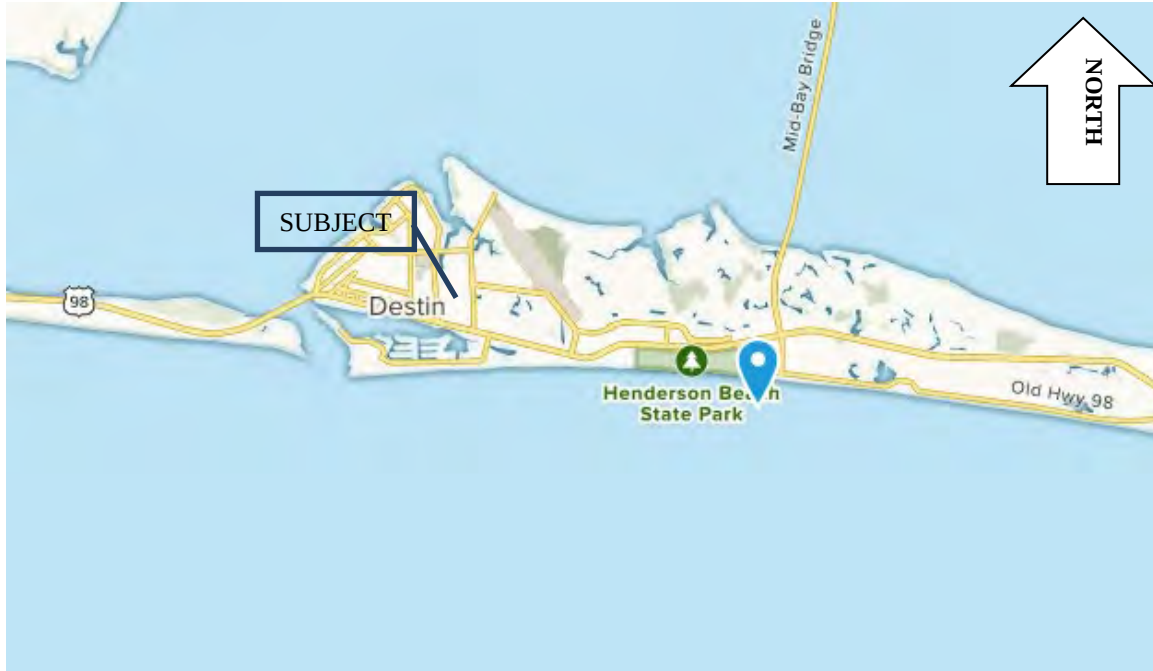
IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

The subject property is located in the City of Destin, Florida. The property has a street address of 606 Sandalwood Dr., Destin, FL. It is further identified as part of Okaloosa County Tax I.D. 00-2S-22-2167-0000-0330

Lot 33, less and except the Easterly 6.00 feet thereof, Sandalwood Manor Townhomes First Addition, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida. AKA Parcel 33-A, Sandalwood Manor Townhomes First Addition



NEIGHBORHOOD AREA ANALYSIS



Intended users of this appraisal report are considered familiar with the subject property's location, neighborhood, market area, and the greater Panhandle area of Florida.

The city of Destin is located on a peninsula separating the Gulf of Mexico from Choctawhatchee Bay. The peninsula was originally an island; hurricanes and sea level changes gradually connected the island to the mainland.

Destin is near several other cities in the region. The city of Fort Walton Beach is located to the west at the inlet of Santa Rosa Sound into Choctawhatchee Bay. North of Destin, across the bay is Niceville, with the Mid Bay Bridge linking the two by road. U.S. Route 98 is the main route through the city, running from west to east. U.S. Route 98 leads east 56 mi to Panama City and west 48 mi to Pensacola. Eglin Air Force Base and Hurlburt Field are located just west of Destin.

At the western tip of the peninsula is East Pass (also known as Destin Pass), separating it from Santa Rosa Island to the west. East Pass is the only outlet of Choctawhatchee Bay into the Gulf of Mexico. Frequent dredging is required to keep East Pass navigable.

As of the census of 2000, there were 11,455 people, 4,437 households, and 3,135 families residing in the city. The population density was 1,477.1 inhabitants per square mile. There were 10,599 housing units at an average density of 1,408.0 per square mile. The racial makeup of the city was 96.21% White, 0.37% African American, 0.40% Native American, 1.03% Asian, 0.08% Pacific Islander, 0.37% from other races, and 1.54% from two or more races. Hispanic of any race were 2.66% of the population.

24.8% of households had children under the age of 18 living with them, 53.0% were married couples living together, 8.0% had a female householder with no husband present, and 35.7%

were non-families. 27.4% of all households were made up of individuals, and 8.5% had someone living alone who was 65 years of age or older. The average household size was 2.26 and the average family size was 2.72.

The median age was 42 years. For every 100 females, there were 101.8 males. For every 100 females age 18 and over, there were 100.4 males.

The median income for a household in the city was \$53,042, and the median income for a family was \$60,498. Males had a median income of \$42,218 versus \$26,146 for females. The per capita income for the city was \$32,048. About 3.0% of families and 5.5% of the population were below the poverty line, including 6.2% of those under age 18 and 2.0% of those age 65 or over.

The white beaches and emerald waters of the Destin area draw many tourists. Florida's Department of Environmental Protection estimates that more than 80 percent of the Emerald Coast's 4.5 million yearly visitors travel to the region to visit Destin. Visitors can charter fishing vessels from the harbor, and there are 12 beach access points in the city. Among the access points is Henderson Beach State Recreation Area. A portion of the Gulf Islands National Seashore, the Okaloosa Day Use Area, is just across East Pass on Santa Rosa Island.

In addition to an assortment of hotels and motels, many high-rise condominiums are located in Destin. The first condominiums in Destin were built in the 1970s, and construction continues today. Visitors play a large part in Destin's economy – the city's population of around 12,000 balloons to 40,000 during the tourist season.

Real Estate in Destin, Florida is consumed in large part by privately owned vacation rentals. The privately-owned vacation rentals that can be found in Destin consist of condominiums, beach homes, townhomes, resorts, studios, cottages, and a few bungalows. Most vacation properties are found on the south side of US Hwy 98 near the Gulf, while most locals live on the northern side of US Hwy 98 by the Choctawhatchee Bay.

DESCRIPTION OF THE PROPERTY

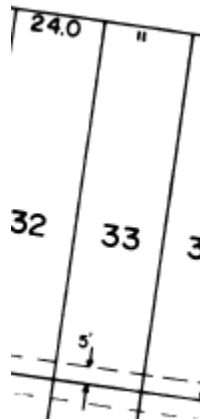
Property Type: Townhome

Existing Use: Single-Family Residence

LAND

Site Size: 0.06 acres (per Okaloosa County Property Appraiser)

Shape/Dimensions: Please refer to parcel sketch

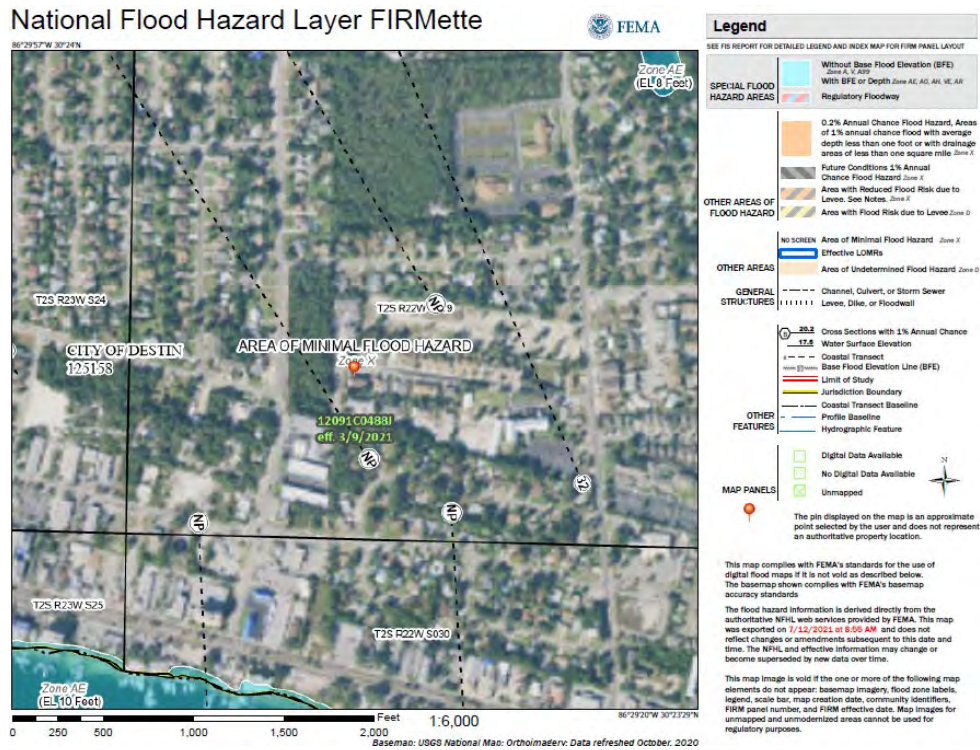


Ingress/Egress: The subject property currently has access from the south side of Sandalwood Dr.



Topography: The site is generally level and even with the abutting road/access grade.

Flood Plain Data: FEMA FIRM PANEL # 120291C04881, dated 3/9/2021. The subject site is located in a Flood Zone "X", which is an area determined to be outside the 0.2% annual chance floodplain.



Drainage: Drainage of the subject site appears adequate with no on-site storm water retention facility noted.

Soil Conditions: A soil survey has not been performed. No significant natural wetland areas were noted. Based on the observation of significant improvements on nearby sites, it is estimated that there are no adverse soil conditions present.

Utilities Available: Public water and sewer

Easements: 5 foot wide Utility/Drainage/Private Access Easement along the rear of the lot

IMPROVEMENTS DESCRIPTION

The subject property is improved with a 1,044 SF heated, two-story townhome constructed in 1993. The home is wood frame construction with an asphalt shingle gable roof. Additional details are summarized as follows:

Townhome

Exterior

Foundation	Concrete
Construction	Wood Frame
Exterior Walls	Vinyl
Roof Construction	Wood framed gable
Roof Cover	Asphalt shingle
Stories	2

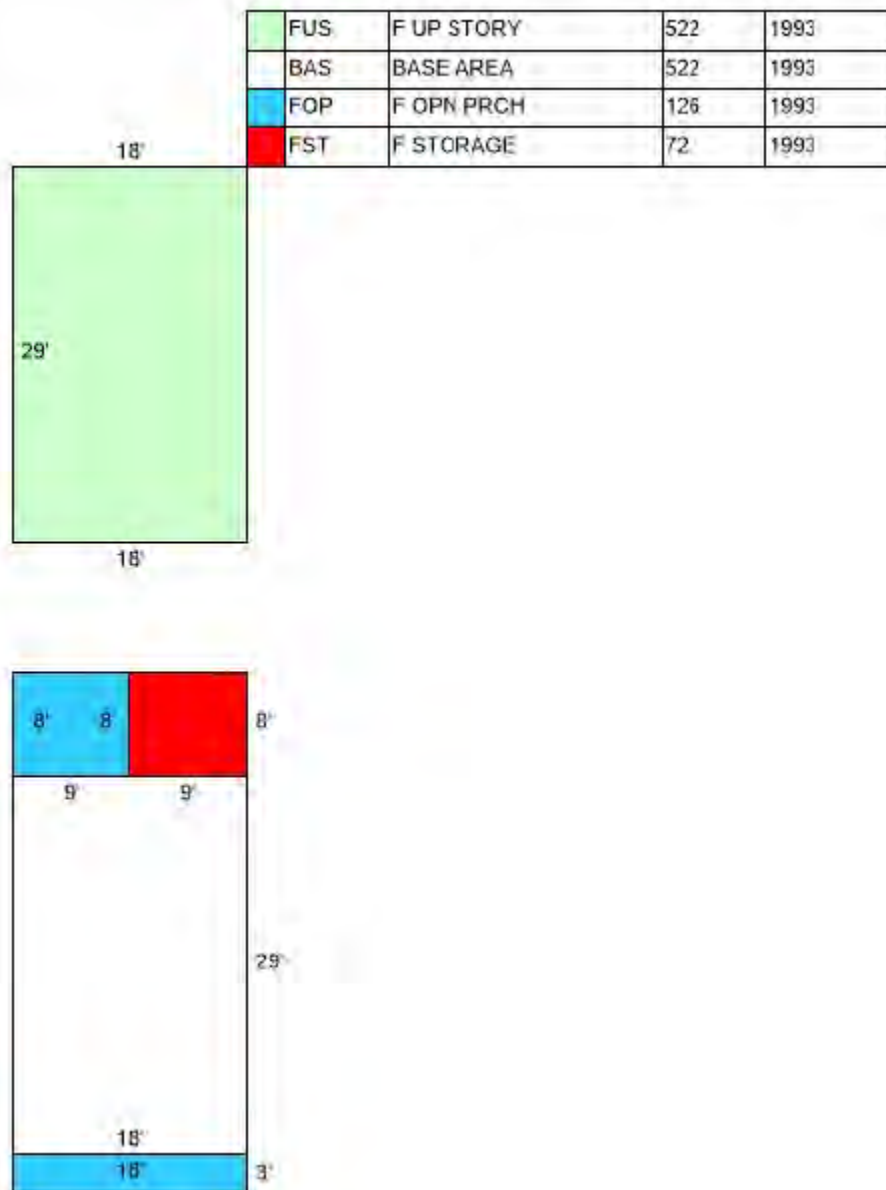
Interior

Floor Covering	Tile
Interior Walls	Drywall
Fireplace	None
HVAC	Central

Quality	Good
Condition	Good
Year Built	1993
Physical Age	28
Effective Age	15
Remaining Economic Life	40
Living Area	1,044 (per Okaloosa County Property Appraiser)
Bedrooms	2
Bathrooms	2
Garage/Carport	None

Site Improvements

Privacy Fencing	Rear of townhome
Landscaping	Average
Driveway	Concrete



AERIAL VIEW OF SUBJECT PROPERTY



Not to Scale

SUBJECT PROPERTY PHOTOGRAPHS

(All photos taken August 5, 2021, by Stephen Cross, SR/WA)



Subject on left side, 2nd from the end



Subject on left side, 2nd from the end



Looking east along Sandalwood Drive, subject on the right

ZONING AND FUTURE LAND USE

Zoning:

MDR-V, Medium Density Residential-Village, by Destin, FL

- E. *Medium Density Residential - Village (MDR - V)*. The Medium Density Residential - Village zoning district implements Future Land Use Element Policy 1-2.2.3, Medium Density Residential of the Comprehensive Plan within the Village, Town Center CRA and Harbor CRA Planning Areas.
1. Purpose and intent. The Medium Density Residential - Village zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached or multi-family attached residential dwelling units. It is the intent of the MDR - V 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.
 2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.
 3. Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations.

Future Land Use:

MDR, Medium Density Residential by Destin, FL

Policy 1-2.2.3: Medium Density Residential (MDR). Areas designated "MDR" shall be developed, redeveloped and/or maintained and conserved as stable single-family (SF) or multiple-family (MF) long-term residential uses. Land designated "MDR" within the Village Planning Area (VPA) and the CRA, shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "MDR" that are located within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or maintain short-term residential uses, but not nonresidential uses. Based on established patterns of residential development within the Village, Holiday Isle, and the CRA (except the Town Center) Planning Areas, the following maximum development standards shall be applied to future development within "MDR" designated areas:

TABLE 1-3: GENERAL DEVELOPMENT STANDARDS FOR "MDR" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories*	Up to 5.81	N/A
Multi-Family Residential	35'3 stories	Up to 9.90	N/A

*Holiday Isle - 30'3 stories

The zoning map designation shall delineate policy for allocating specific densities on land designated "MDR" based on established patterns of land development and based on adopted Comprehensive Plan goals, objectives, and policies. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites designated "MDR" should be located and developed in a manner that ensures a smooth transition between lower density residential areas and areas developed and/or designated for other more intense uses. Generally, medium density areas should be located between the perimeters of low density residential areas, high density residential areas, and/or commercial or mixed use designations.

ASSESSED VALUE AND TAXES

Tax ID #: 00-2S-22-2167-0000-0330

2020 Market Values:

Land Value	\$ 40,000
Building Value	\$ 66,237
Just (Market) Value	\$106,237
Assessed Value:	\$ 90,751
LESS: Exemption	<u>(\$ None)</u>
Taxable Value:	\$ 90,751

HISTORY OF THE PROPERTY (LAST 5 YEARS)

Subject property has sold within the last 5 years Yes { } No { X }

EXPOSURE TIME ANALYSIS

Exposure time is defined as the estimated length of time the property being appraised would have been offered on the market, prior to any hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate of value based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of an appraisal.

The value conclusions presented in this appraisal report consider a typical exposure time of approximately 1 to 3 months to have expired prior to the effective date of this appraisal. This estimated exposure time for the subject property is based on the time required to market and sell properties similar to the subject in the subject market area. Information in this regard was obtained through verification of sales data, collection of general market data for analysis of neighborhood trends, and in interviews with local active real estate brokers and salespersons.

PUBLIC AND PRIVATE RESTRICTIONS

Public Restrictions: None known that materially impact the utility of the property.

Private Restrictions: None known that materially impact the utility of the property.

HIGHEST AND BEST USE ANALYSIS

The Highest and Best Use of:

Land as Vacant - Development as allowed under the MDR-V, Medium Density Residential-Village zoning.

Property as Improved - Continued use of the existing townhome

The most fundamental premise upon which market value is based is the theory of highest and best use. In conjunction with the theory of highest and best use, a generally accepted definition of the term has been developed. The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, page 93, defines highest and best use as:

“The reasonably probable and legal use of vacant land or an improved property, which 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 productivity.”

In estimating highest and best use, there are four basic stages of analysis. They are:

1. Physically Possible Uses - What uses of the site are physically possible?
2. Legally Permissible Uses - What uses are permitted by current (or potential) zoning regulations and/or private restrictions on the site?
3. Financially Feasible Uses - Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive Use - Among the feasible uses, which use will produce the highest net return or the highest present worth as of the effective date of the appraisal.

Analysis of Land as if Vacant

Physically Possible

The subject property is located on the south side of Sandalwood Dr., Destin, Florida. The property consists of 0.06 acres of land area. The subject site is of a size and dimensions that would allow it to be developed with many of the permitted uses that would be legally permissible under the MDR-V, Medium Density Residential-Village zoning.

Legally Permissible

From a legally permissible standpoint, the zoning and land use plan are the primary determinates of the uses that will be placed on the land in the absence of deed restrictions and other legal limitations. The subject is zoned MDR-V, Medium Density Residential-Village with a Future Land Use of MDR, Medium Density Residential by Destin, Florida. It would be legally permissible to develop this property with a use as allowed by the subject's zoning of MDR-V, Medium Density Residential-Village.

Financially Feasible

Financial feasibility of a proposed use can be seen as a function of supply and demand factors in the marketplace as well as general economic conditions. Financially feasible uses produce an income or return that is equal to, or greater than, the amount needed to satisfy operating expenses, financial obligations, and capital requirements. The nature of the surrounding neighborhood and the market reception of similar uses can often provide a good overall indication of the feasibility of such uses.

There are numerous examples of similar residential type uses in the immediate area of the subject property.

In summary, it is estimated that it would be financially feasible to develop the subject site with a use as allowed by the MDR-V, Medium Density Residential-Village zoning.

Maximally Productive

The maximally productive use of the site should produce the highest present value to the property. If properly priced, there appears to be a base level of market demand in the neighborhood for land that is suitable for improvement with use as allowed under the MDR-V, Medium Density Residential-Village zoning district.

Analysis as Improved

In cases where properties are improved, the highest and best use "as vacant" and the highest and best use "as improved" may be different. This difference is due to the "Principle of Contribution", which holds that if an improvement adds value to a site over and above the land value, the highest and best use of the property is as improved. This principle holds true until the improvements hold no contributory value to the land.

Physically Possible - Improved

The subject property is improved with a 1,044 square foot townhome built in 1993 and associated site improvements. The improvements appear to be in good condition, are operational and functional. The existing improvements are physically possible.

Legally Permissible - Improved

The zoning and land use permits a townhome. The site contains 0.06 acres indicating there is ample area to accommodate the townhome and site improvements. The existing improvements are legally permissible.

Financially Feasible – Improved

The improvements are considered to render a return that creates value over and above the value of the land and are therefore financially feasible.

Maximally Productive – Improved

After consideration of the four criteria: physically possible, legally permissible, financially feasible, no other use can be cited that would justify the removal of the existing improvements and redevelopment of the site with an alternate use; therefore, the maximally productive and highest and best use for the subject, as improved, is for continued use of the existing townhome.

HIGHEST AND BEST USE CONCLUSION(S)

The highest and best use of the subject site, as if vacant, is estimated to be its development with a use as allowed by the MDR-V, Medium Density Residential-Village zoning district.

The highest and best use of the subject property, as improved, is estimated to be the continued use of the existing Townhome.

APPROACHES TO VALUE USED AND EXCLUDED

All three conventional approaches to value were considered and evaluated for their applicability to the subject property. The approaches considered were the Cost Approach, Sales Comparison Approach, and the Income Approach.

The Sales Comparison Approach (as improved) was considered applicable to the valuation of the subject property. The Cost Approach and Income Approach were considered inappropriate as buyers and sellers do not consider these approaches in their buying and selling decisions of townhomes. Sufficient market data was available in order to utilize the Sales Comparison Approach.

SALES COMPARISON APPROACH

The sales comparison approach, also referred to as the market approach, is the appraisal technique which produces an estimate of value of the subject property by comparing it with other similar properties of the same type, or highest and best use which have sold recently or are currently offered for sale in the same or competing neighborhoods. These sales are analyzed on a price per square foot of living area basis.

The value of the subject property will be reconciled based upon the adjusted sales price per square foot of building area by the market approach. The market approach is based upon the economic principle of substitution; that a buyer will pay no more for a property than the cost to acquire one of equal attractiveness or utility. The following sales indicate a tight range of sales price per square foot of building area.

Comparable Sale 1 sold on June 1, 2021 for \$279,000 and was the sale from Gasper E. & Norma N. Luna to Mabel Aracell Suarez de Estrada. The property is located at 645 Sandalwood Dr. in the City of Destin, Florida. The property is on 0.07 ac with a 3-bedroom, 2 bathroom 1,421 sf of living area. The living area includes the garaged that was converted to living area. This sale indicates an unadjusted unit price of \$196.34 per square foot of living area.

Comparable Sale 2 sold on May 25, 2021 for \$179,900 and was the sale from Valore Kay Ulferts to Brain Wasik. The property is located at 655 Sandalwood Dr. in the City of Destin, Florida. The property is on 0.12 ac with a 2 bedroom, 1½ bath, 1,060 sf house. This sale indicated an unadjusted unit price of \$169.72 per square feet of living area.

Comparable Sale 3 sold on February 6, 2021 for \$209,900 and was the sale from Michael J. Thomas to Thomas Yeabower. The property is located at 734 Legion Dr. in the City of Destin, Florida. The property is on 0.06 ac with a 2 bedroom 2 bath 1,188 sf house. This sale indicates an unadjusted unit price of \$176.68 per square foot of living area.

IMPROVED SALES SUMMARY

Sale No.	Subject	Sale 1	Sale 2	Sale 3
Instruction No.		BK: 3551 PG: 4083	BK: 3549 PG: 874	BK: 3524 PG: 2358
Date of Sale		June 1, 2021	May 25, 2021	February 6, 2021
Sales Price		\$279,000	\$179,900	\$209,900
Location	Sandalwood	645 Sandalwood Dr.	655 Sandalwood Dr.	734 Legion Dr.
Lot Size (ac)	0.06 ac	0.07 ac	0.12 ac	0.06 ac
Zoning/Land Use	MDR-V/MDR	MDR-V/MDR	MDR-V/MDR	MDR-V/MDR
Construction	Frame	Frame	Frame	Frame
Condition	Good	Average	Average	Average
Design	Townhome	Townhome	Townhome	Townhome
Year Built	1993	1982	1982	1984
Home Size-Heated	1,044 SF	1,421 SF	1,060 SF	1,188 sf
Sales Price per SF Living Area		\$196.34	\$169.72	\$176.68
ADJUSTMENTS				
Market		Similar	Similar	Similar
Conditions/Time		0%	0%	0%
Adj. For Market		\$196.34	\$169.72	\$176.68
Conditions/Time				
COMPARISONS:				
Location		Similar	Similar	Similar
		0%	0%	0%
Lot Size/Shape Land		Similar	Superior	Similar
		0%	-5%	0%
Zoning/FLU		Similar	Similar	Similar
		0%	0%	0%
Quality/Condition		Similar	Similar	Similar
		0%	0%	0%
Site Improvements		Similar	Similar	Similar
		0%	0%	0%
Size Home/Living Area		Superior	Similar	Similar
		-5%	0%	0%
Net Adjustments		-5%	-5%	0%
Adj. Sales Price Per Square Foot		\$186.52	\$161.23	\$176.68

Adjustments:**Market Conditions/Time:**

The sales were considered similar to the subject in market condition and time, and no adjustment was necessary.

Location:

The focus of my sales search was to locate properties with similar size, location highest and best use, and characteristics to the subject's.

The sales were located in the City of Destin on the same street as the subject or an area considered similar to the subject. No adjustment was necessary for location.

Size/Shape:

The subject site contains 0.06 acres. On a unit comparison based on a per square foot or per acres as land size increases, typically the unit value decreases and vice versa. That is not the case when the unit of comparison is based on per buildable lot, typically as the lot increases in size the price per lot increases. The sales contained 0.07 ac, 0.12 ac and 0.06 ac. Sale 2 was larger in lot size to the subject and was considered superior requiring a downward adjustment.

Zoning:

All the sales were zoned the same as the subject with no adjustment warranted.

Quality/Condition:

All the Sales were considered similar to the subject with no adjustment warranted.

Size Home/Living Area:

Sale 1 was considered superior to the subject at 1,421 sf of living area compared to the subject's living area of 1,044 sf. Sales 2 and 3 were slightly different than the subject's living area but were considered similar with no adjustment warranted.

Summary and Conclusion

The price per square foot of building area was considered the most reliable to value the subject property and is as follows:

Comparable	Adjusted Sales	x	Size of Subject	Indicated Value
	Price Per SF Living Area			of Subject
Sale 1	\$186.52	x	1,044 SF	\$194,727
Sale 2	\$161.23	x	1,044 SF	\$168,324
Sale 3	\$167.85	x	1,044 SF	\$175,235

The above sales indicate a range between \$177,031 by Sale 2 to \$194,028 by Sale 1. This unit of measurement is considered reliable as the comparable sales are similar in, construction, condition, and size. The subject unit value should fall within the range of the price per square foot of building area indicated by the comparable sales. I have reconciled at \$177.60 per square foot for a unit value to apply to the subject's 1,044 sf of living area. This is near the upper end of the three sales. Thus, the indicated market value of the subject via the Market Approach is of \$185,414 by the sales price per square foot of living area, rounded to \$185,500.

\$185,500

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

Cost Approach Not Used	Not Used
Sales Comparison Approach "Land & Affected"	\$185,500
Income Capitalization Report Not Used	Not Used

FINAL CONCLUSION OF MARKET VALUE

\$185,500

ADDENDA



OKALOOSA COUNTY PROPERTY APPRAISER PROPERTY CARD

Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 00-25-22-2167-0000-0330
Location Address 606 SANDALWOOD DR
 DESTIN 32541
Neighborhood DESTIN WEST-INTR (313003.00)
Brief Tax Description* SANDALWOOD MANOR 1ST ADD LOT 33 LESS 66 FT AKA PARCEL 23-A
*The Description above is not to be used on legal documents.
Property Use Code SFR/TOWNHO (000109)
Sec/Twp/Rng 00-25-22
Tax District Destin (District 10)
Millage Rate 12.5119
Acres 0.000
Homestead N
Acres (GIS) 0.06
Fire District N/A

[View Map](#)

Owner Information

Primary Owner
 Lomas Escobar Jr & Stephanie
 323 Cypress St
 Destin, FL 32541

Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values	2016 Certified Values
Building Value	\$46,237	\$55,776	\$47,428	\$43,183	\$42,853
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$40,000	\$35,000	\$33,000	\$25,000	\$25,000
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$106,237	\$90,776	\$80,428	\$68,183	\$67,853
Assessed Value	\$90,751	\$82,501	\$75,001	\$68,183	\$67,853
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$90,751	\$82,501	\$75,001	\$68,183	\$67,853
Cap Diff/Portability Amount	\$15,486	\$8,275	\$5,427	\$0	\$0

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2020 TRIM Notice

[Click Here to View the 2020 TRIM Notice \(PDF\)](#)

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000109	SFR/TOWNHSE	1.00	177	0	0

Building Information

Building 1	
Type	TOWNHOME
Total Area	1,242
Heated Area	1,044
Exterior Walls	VINYL SID;
Roof Cover	COMP SHINGL; .
Interior Walls	DRYWALL; .
Frame Type	-
Floor Cover	CARPET; CLAY/CERMC
Heat	AIR DUCTED
Air Conditioning	CENTRAL
Bathrooms	2
Bedrooms	2
Stories	2
Actual Year Built	1993
Effective Year Built	1993

Building Area Types

Type	Description	Sq. Footage	Year
FUS	F UP STORY	522	1993
BAS	BASE AREA	522	1993
FOP	F OPN PRCH	126	1993
FST	F STORAGE	72	1993

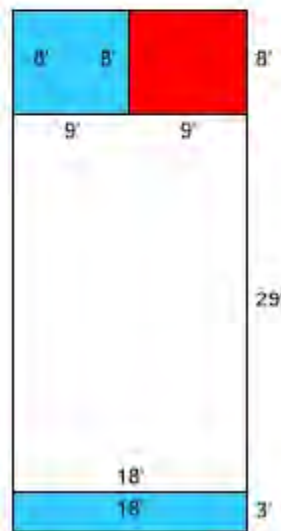
Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	05/11/2005	\$170,000	WD	2623	797	Qualified (Q)	Improved	PALMER JOYCE E & TOWN GARY	LIANOS EDUARDO JR & STEPHANIE
N	06/30/1999	\$100	WD	2216	360	Unqualified (U)	Improved	PALMER MARK D	PALMER JOYCE E (DIVORCED) & TOWN GARY
N	06/30/1999	\$100	WD	2216	359	Unqualified (U)	Improved	SLC INVESTMENTS INC	PALUK DEREK J & BRANDY L
N	08/01/1995	\$60,000	WD	1946	1536	Qualified (Q)	Improved		PALMER MARK D & JOYCE E
N	10/01/1993	\$54,000	WD	1787	1692	Qualified (Q)	Improved		
N	02/01/1993	\$4,000	WD	1727	125	Unqualified (U)	Vacant		
N	05/01/1990	\$7,600	WD	1558	114	Unqualified (U)	Vacant		
N	07/01/1988	\$70,600	WD	1467	333	Unqualified (U)	Vacant		

2020 Property Record Card

[Click Here to view the 2020 Property Record Card \(PDF\)](#)

Sketches



DEED of RECORD

FILE # 2228729 RCD: 06/02/2005 @ 02:12 PM, BK: 2623 PG: 797 RECORDING:
\$19.50 RECORDING ARTICLE V: \$16.00 DEED DOCSTAMPS \$1190.00 DEPUTY CLERK
GDUNEVANT DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

Prepared by and return to:
Margaret E. Pzinski
McNeese Title, LLC
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541

File Number: 05-0389PP

5-9

Warranty Deed

Made this May 11, 2005 A.D. By Joyce E. Foster, fka Joyce E. Palmer and Gary A. Town, whose address is: 1010 Ackley Court, Dixon, California 95620, hereinafter called the grantor, to Eduardo Llanos, Jr. and Stephanie Llanos, whose post office address is: 604 Sandalwood Drive, Destin, FL 32541, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 33, less and except the Easterly 6.00 feet thereof, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 6, Page(s) 93, of the Public Records of Okaloosa County, Florida. AKA Parcel 33-A, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION.

Being and intended to be the same premises conveyed to the Grantor herein by deed recorded July 9, 1999, in Official Records Book 2216, Page 360, of the Public Records of Okaloosa County, Florida.

Parcel ID Number: 00-2S-22-2167-0000-0330

Said property is not the homestead property of the Grantor as defined by the Constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, easements of record and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any and taxes accruing subsequent to December 31, 2004.

Prepared by and return to:
Margaret E. Pzinski
McNeese Title, LLC
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541

File Number: 05-0389PP

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

Signed, sealed and delivered in our presence:

Witness Signature [Signature]

Witness Printed Name Brian L. Beckman

Witness Signature [Signature]

Witness Printed Name Adrian Armenta

State of California

County of _____

Joyce E. Foster f/k/a Joyce E. Palmer (Seal)
Joyce E. Foster f/k/a Joyce E. Palmer
Address: 1010 Ackley Court, Dixon, California 95620

Gary A. Town (Seal)
Gary A. Town
Address: 1010 Ackley Court, Dixon, California 95620

The foregoing instrument was acknowledged before me this ____th day of May, 2005, by Joyce E. Foster f/k/a Joyce E. Palmer and Gary A. Town, who is/are personally known to me or who has produced current driver's license(s) as identification.

SEE ATTACHED CERTIFICATE OF ACKNOWLEDGEMENT
Notary Public FOR GARY TOWN
Print Name: and
SUBSCRIBING WITNESS ACKNOWLEDGEMENT
My Commission Expires: FOR JOYCE E. TOWN
F/K/A
JOYCE E. PALMER

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF SOLANO

On this the ¹¹ 8th day of May 2005, before me, Harold A. Jones, the undersigned Notary Public, personally appeared

GARY A. TOWN
(Name of Signer)

who is personally known to me, or who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official


HAROLD A. JONES
NOTARY PUBLIC



Name/Title of Document: WARRANTY DEED

COMPARABLE SALES MAP & DATA SHEETS



IMPROVED SALE DATA SHEET		
SALE NO.: 1		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3551 PG: 4083
(b)	Grantor:	Gasper E. & Norma N. Luna
(c)	Grantee:	Mabel Aracell Suarez de Estrada
(d)	Date of Transaction:	6/1/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.07 ac Generally Rectangular Sandalwood Dr. Level and even with abutting road grade
(f)	Consideration:	\$279,000
(h)	Unit Price:	\$196.34 SF of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-2166-0000-0110
(k)	Location:	645 Sandalwood Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Improved Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,421* Fireplace: None Construction: Frame Driveway: Concert Year Built: 1982 Garage: Converted Condition: Average Porch: Small Front Bedrooms: 3 Outbuildings: None Bathrooms: 2 Road frontage: Paved Heat/Cool: Central Floor: Tile
(s)	Utilities:	Public sewer, water, electric and telephone
(t)	Verification:	Selling Broker, Angela M. Garcia by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyers: Single-Family Home
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	*The garage was converted to heated/cooled. The original living area is 1,196 sf



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO



DEED for SALE 1

**FILE #3461397 RCD: 6/7/2021 8:59 AM, BK: 3551 PG: 4083, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$2,023.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

Prepared by:
Julie R. Barbeau Johnson
McNeese Title, LLC
3921 East County Highway 30A
Santa Rosa Beach, Florida 32459
File Number: S21-0378JJ

Warranty Deed

Made this June 1, 2021 A.D. By **Gaspar E. Luna and Norma N. Luna, husband and wife**, whose address is: 305 Main Street, Destin, Florida 32541, hereinafter called the grantor, to **Mabel Araceli Suarez Abanto de Estrada, a married woman**, whose post office address is: 430 Winchester Drive, Celina, Texas 75009, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 11, less the East 1.62 feet thereof, and the East 1.62 feet of Lot 12, SANDALWOOD MANOR TOWNHOMES, according to the Plat thereof as recorded in Plat Book 6, at Page 59, of the Public Records of Okaloosa County, Florida.

Being the same property deeded to Grantor, dated 12/18/2009, recorded in Records Book 2918, Page 2034 Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-2166-0000-0110**

Subject property is the homestead of the Grantor as defined by the Constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, and easements of record, all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, and taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in our presence:

Witness Signature: [Signature]
Witness Printed Name: Ashtley Chapman

[Signature]
Gaspar E. Luna

Witness Signature: [Signature]
Witness Printed Name: BENNETT CHRISTOPHER WRAY

[Signature]
Norma N. Luna

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2021, by Gaspar E. Luna and Norma N. Luna, who is/are personally known to me or who has produced Davis Moore as identification.

[Signature]
Notary Public
Print Name: BENNETT CHRISTOPHER WRAY
My Commission Expires: _____

Affix Notary Seal



BENNETT CHRISTOPHER WRAY III
Commission # GG 149525
Expires October 9, 2021
Bonded Thru Budget Notary Services

IMPROVED SALE DATA SHEET		
SALE NO.: 2		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3549 PG: 874
(b)	Grantor:	Valore Kay Ulferts
(c)	Grantee:	Brain Wasik
(d)	Date of Transaction:	5/25/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.12 ac Rectangular Sandalwood Dr. Level and even with abutting road grade
(f)	Consideration:	\$179,900
(h)	Unit Price:	\$169.72 SF of Living Area
(i)	Type of Instrument:	Personal Representative's Deed
(j)	Tax ID No.:	00-2S-22-2166-0000-0070
(k)	Location:	655 Sandalwood Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,060 Construction: Frame Year Built: 1982 Condition: Average Bedrooms: 2 Bathrooms: 1 ½ Heat/Cool: Central Fireplace: None Driveway: Concert Garage: Yes Porch: Small Front Outbuildings: None Road frontage: Paved Floor: Carpeting, Tile
(s)	Utilities:	Septic System, Public water, electric and telephone
(t)	Verification:	Selling Broker, David L. Bordon by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Home
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 2

**FILE #3458236 RCD: 5/25/2021 4:05 PM, BK: 3549 PG: 874, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,259.30 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, FL 32541

File No. 21-3580A

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2166-0000-0070

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED made and executed May 25, 2021, by Valoree Kay Ulferts an unmarried woman, individually and as Personal Representative of The Estate of Dean Ivan Ulferts a/k/a Dean I. Ulferts, deceased hereinafter called the grantor, to Brian Wasik an unmarried man whose post office address is 28510 E. Benders Landing Blvd., Spring, TX 77386, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in OKALOOSA County, Florida, viz:

Lot 7, and the East 1.62 feet of Lot 8, SANDALWOOD MANOR TOWNHOMES, according to the Plat thereof as recorded in Plat Book 6, Page(s) 59, of the Public Records of Okaloosa County, Florida.

subject to easements, restrictions, reservations, and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; that all court orders and laws of Florida have been followed and complied with in all respects; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2020.

PERSONAL REPRESENTATIVE'S DEED
(Continued)

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

Signed, sealed and delivered in our presence:

Debra C. Schmit
(Witness Signature)

Debra C. Schmit
Witness #1 Print

Tessa Schmit
(Witness Signature)

Tessa Schmit
Witness #2 Print

The Estate of Dean Ivan Ulferts a/k/a Dean
I. Ulferts

BY: Valoree Kay Ulferts, Representative
Valoree Kay Ulferts, Personal Representative

133 E Church Road
(Address)

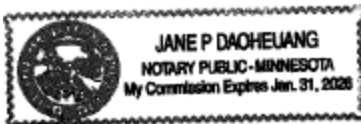
Easley, SC 29642
(Address)

STATE OF Minnesota

COUNTY OF Dakota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,
this 19th day of May, 2021 by Valoree Kay Ulferts, who is personally known to me or who has produced
Minnesota Drivers license as identification.

My commission expires: Jan. 31, 2026 Jane P. Dacheuang
Printed name:
Notary Public



A handwritten signature of Jane P. Dacheuang in black ink.

IMPROVED SALE DATA SHEET		
SALE NO.: 3		
(a)	Recording Data – Instrument No.:	Okaloosa County BK: 3524 PG: 2358
(b)	Grantor:	Michael J. Thomas
(c)	Grantee:	Thomas Yeabower
(d)	Date of Transaction:	2/6/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.06 ac Irregular Legion Dr. Level and even with road grade
(f)	Consideration:	\$209,900
(h)	Unit Price:	\$176.68 sf of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-1486-0000-0949
(k)	Location:	734 Legion Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to Seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,188 sf Construction: Frame Year Built: 1984 Condition: Average Bedrooms: 2 Bathrooms: 2 Heat/Cool: Central Fireplace: None Driveway: Concert Garage: None Porch: 2nd Floor Outbuildings: None Road frontage: Paved Floor: Tile
(s)	Utilities:	Public sewer, water, electric and telephone.
(t)	Verification:	Julie Morrill selling broker by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Residence
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 3

FILE #3428670 RCD: 2/9/2021 11:03 AM, BK: 3524 PG: 2358, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,469.30 DEPUTY CLERK asims
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Surety Land Title of Florida, LLC
188 N. Main Street
Crestview, FL 32536
File No.: 2106001M

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 5th day of February, 2021 by **Michael J. Thomas, a married man as his non-homestead property**, whose post office address is herein called the grantor, to **Thomas Yeabower, an unmarried man**, whose post office address is **734 Legion Drive, Unit 94, Destin, FL 32541**, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in OKALOOSA County, State of Florida, viz.:

Lot 94, A RE-SUBDIVISION OF A PORTION OF 'LEGION VILLAGE' TOWNHOMES A/K/A Suncay Townhomes, According To The Plat Thereof As Recorded In Plat Book 8, Page 7, Of The Public Records Of Okaloosa County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2021 and thereafter.

Property Appraisers Parcel Identification (Folio) Number: **00-2S-22-1486-0000-0940**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in the presence of:

Sandra D. Farn

Witness #1 Signature

Michael J. Thomas
Michael J. Thomas

SANDRA D FARN

Witness #1 Printed Name

Marsha McCombs

Witness #2 Signature

Marsha McCombs

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February, 2021 by Michael J. Thomas who is personally known to me or has produced FL DLs as identification.

SEAL



Marsha McCombs
Notary Public

Marsha McCombs

Printed Notary Name

My Commission Expires:



americanacquisition.com

July 20, 2021

Eduardo Jr & Stephanie Lianos
323 Cypress St.
Destin, FL 32541

Project: Destin Cross Town Connector Roadway Project
Tax ID: 00-2S-22-2167-0000-0330
Location Address: 606 Sandalwood Dr.
Destin, Florida

Dear Property Owner:

The City of Destin is planning a roadway improvement project, the Destin Cross Town Connector. I have been engaged to provide an appraisal of your property. The purpose of the appraisal is to estimate the market value of your property needed for the roadway improvement project.

I have scheduled a field inspection of the above-described property on Thursday, August 5, 2021 at 9:30 am. If you or your designated representative would like to bring to my attention factors that affect the value of the property, please meet me at the property at that time or contact me using the information below.

You may contact me Monday through Friday between 8:00 a.m. and 4:00 p.m. at 407-883-6288 or by email at scross@americanacquisition.com

If you have any questions, please contact me.

Very truly yours,

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405
407-883-6288
scross@americanacquisition.com



711 North Sherrill Street – Suite B
Tampa, Florida 33609-1109
Ph. 813-287-8191 Fax 813-287-8197

Stephen J. Cross, SR/WA

Appraiser



Mr. Cross has over 35 years of experience in all aspects of purchasing, managing, leasing and disposing of real property for government agencies and individuals. Effective management of large-scale projects for cities, counties, DOT, IRS and private individuals including, transportation and engineering services, land planning, right-of-way acquisition and appraisal services, eminent domain and expert witness

testimony.

PROFESSIONAL EXPERIENCE

American Acquisition Group (AAG) 2018 to present

Senior Appraiser. AAG acquired the RTD Group in April of 2018

RTD Group, 2008 to 2018

Promoted through multiple positions at a nationally recognized licensed Real Estate and Engineering Corporation, serving public and private clients in Florida.

Vice President, February 2017 to 2018

Deliver professional transportation and engineering services, planning and right-of-way acquisition and appraisal services. Responsible for managing acquisition projects, marketing, client development, contract negotiations, technical and administrative appraisal reviews and mediation reports. Provide eminent domain and expert witness testimony.

Right of Way Director, 2009 – February 2017

Managed appraisals, acquisition projects, cost estimates for concepts, planning, budgets and PD&E. Assisted legal departments, marketing, bids and proposal preparation. Attended public meetings representing ROW projects. Prepared land planning reports to support appraisal reports for Florida Department of Transportation (DOT) and Internal Revenue Service (IRS). Supervised acquisition and relocation agents. Testified as an appraisal expert in Order of Taking hearings and assisted in hearings and litigation support.

Senior Appraiser, Right-of-Way Department, Florida's Turnpike Enterprise, 2008 – 2009

Responsible for managing appraisal projects, cost estimates for concepts, planning and PD&E, preparation of appraisal reports and technical and administrative appraisal reviews. Delivered mediation reports and attended public meetings and hearings as right-of-way appraisal expert and assisted legal department. Participated on value engineering teams making recommendations on proposed ROW that has resulted in substantial savings to the agency.

Orange County Real Estate Management Division, 1986 – 2008

Review Appraiser, 1992 – 2008

Supervised appraisal projects, appraisals, appraisal review, cost estimates, appraisal bid scopes and litigation support. Prepared reports for mediation and attended as a participant. Served as a supervisor for the Public Information Call Center Emergency Operations Center during times of natural disasters.

Staff Appraiser, 1990 – 1992

Conducted appraisals, appraisal reviews, cost estimates and litigation support.

Years of Experience: 35

Education:

University of Central Florida
Bachelor of Science Degree in
Business Administration majoring in
Finance, 1983

Licensure/Certification:

FL State-Certified General Real Estate
Appraiser – RZ2405

FL RE Broker – BK149670

Designations / Affiliations

IRWA, Chapter 26 International
Director - Current

IRWA, Senior Right of Way
Professional (SR/WA)

Acquisition Agent, 1986 – 1990

Acquired properties for Orange County. Public Works Division road projects, intersection improvements, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites.

GOVERNMENT AGENCIES SERVED

- City of Tampa
- City of St. Petersburg
- Longboat Key
- Manatee County
- Hernando County
- Orange County
- Sumter County
- Osceola County
- Pasco County
- Pinellas County
- Tampa International Airport (TPA)
- Central Florida Expressway Authority (CFX)
- Hillsborough Area Regional Transit Authority (HART)
- Tampa Hillsborough Expressway (THEA)
- Florida DOT Districts 1, 2, 7
- Florida's Turnpike Enterprise, statewide

ADDITIONAL EXPERIENCE

Current Town of Astatula Councilman. Provide direct supervision of employees and the running of the Town. Responsible for all aspects of running the day-to-day business of the Town including the annual budget and setting the City's property tax rate.

Council Member for the Town of Astatula. Led an initiative to update of the land use codes and zoning regulations. Was instrumental in hiring a town engineer and a new town attorney.

Broker Associate, Phyllis B. Cross Realtor. Sale and leasing of properties, conducted title searches, cleared title defects, researched easements to determine legal access to properties.

Military Intelligence Aerial Image Interpreter, U.S. Army. Provided aerial photography interpretations and mapping. Squad Supervisor stationed at Fort Hood, Texas. Held a Top Secret Clearance.



CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL NO.: 608 Sandalwood Drive

Seller: George E. & Darla R. O'Brian

Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-2167-0000-0340; 0.06 AC

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: Total Acquisition to include 1,044 SF townhome and all improvements.

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.
is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) Real Property

Land/Improvements	1. \$	345,000.00
Real Estate Damages	2. \$	0.00
(Severance/Cost-to-Cure)		0.00
Incentive Offer	3. \$	0.00

Total Real Property 4. \$ 345,000.00

(b) Total Personal Property 5. \$ 0.00

Total Purchase Price (Add lines 4 and 5) \$ 345,000.00

(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing. \$ 345,000.00

(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession. \$ 0.00

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.



- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (f) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (h) Other: Buyer agrees that all closing costs associated with this closing will be paid by the Buyer, with the exception of prorated taxes, as indicated in III (a).

DRD
i) Time for acceptance of offer and counteroffers; effective date - If not signed by buyer and seller, and an executed copy delivered to all parties on or before 12 July 2022, this offer shall be deemed withdrawn. *YKB*

IV. Closing Date The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

George E. O'Brian *Jul 1 2022*
Signature Date
George E. O'Brian
Type or Print Name under signature

Darla R. O'Brian *1 Jul 2022*
Signature Date
Darla R. O'Brian
Type or Print Name under signature

Buyer

City of Destin
BY: _____
Signature Date

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 20____.

BY: _____
Signature Date
Type or Print Name and Title under signature

This document delivered by _____ Date

This document received by _____ Date

APPRAISAL REPORT

**Parcel 11-O'Brian
608 Sandalwood Dr.**

located in
City of Destin, Okaloosa County, Florida

Value as of August 5, 2021

Prepared for

Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Prepared by

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser, RZ2405
American Acquisition Group
711 North Sherrill Street, Suite B
Tampa, Florida 33609
scross@americanacquisition.com
407-883-6288

CERTIFICATE OF VALUE

Project Name: Destin Bypass Road Phase I
County: Okaloosa
Parcel No.: Parcel 11-O'Brian

1. The statements of fact contained in this appraisal 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. I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraisal 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. My compensation for 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 stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions or conclusions were developed, and this appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this report.
9. I understand that this appraisal is to be used in connection with the purchase of lands by the City of Destin for the Destin Bypass Road project.
10. This appraisal has been made in conformity with appropriate State laws, regulations, policies, and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Pinellas County, and I will not do so until so authorized by them, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of Pinellas County without restriction or limitation on their use.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the property appraised as of the 5th day of August 2021, is: \$185,500.
Market value should be allocated as follows:

LAND AREA: (Acres) 0.06 acres
LAND USE: (HABU as vacant) Residential

FINAL CONCLUSION OF MARKET VALUE: \$185,500

August 11, 2021
DATE



Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405

TABLE OF CONTENTS

INTRODUCTION AND PREMISE OF THE APPRAISAL

Certificate of Value	2
Table of Contents	3
Qualifying and Limiting Conditions	4
Summary of Salient Facts and Conclusions.....	6
Type of Appraisal and Report Format	7
Purpose, Intended Use, Intended User of the Appraisal	7
Definition of Market Value.....	7
Property Rights (Interest) Appraised	7
Scope (Extent of Process of Collecting, Confirming, and Reporting Data)	8
Appraisal Problem	9

PRESENTATION OF DATA

Identification of Property and Legal Description	9
Neighborhood Area Analysis.....	10
Description of Property, Photographs and Sketches.....	12
Zoning, Land Use Plan, Concurrence	18
Assessed Value, Taxes and Special Assessments.....	19
History of Property	19
Exposure Time	19
Public and Private Restrictions	20

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use Analyses	20
Highest and Best Use Conclusion.....	22
Approaches to Value Used and Excluded.....	22
Sales Comparison Approach.....	23
Reconciliation and Value Conclusions	26

ADDENDUM

Okaloosa County Property Appraiser Property Card
Sales Map
Comparable Land Sale Data Sheets
Qualifications of Appraiser

QUALIFYING ASSUMPTIONS AND SPECIAL CONDITIONS

The appraisal herein and valuation found is conditioned on the following:

1. The legal description referred to in this report was based on information furnished by the client and is assumed to be correct.
2. Ownership data is based on Okaloosa County Property Appraiser's website and the client and is assumed to be correct.
3. It is assumed that the title to the property is good and marketable. Further, the property is appraised as owned in fee simple and as if unencumbered by mortgages, taxes or other indebtedness.
4. The parent tract land size reported was based on the sketch and legal, the plats and property appraiser's records and the client. The maps and sketches contained in the appraisal report are included to assist the reader in visualizing the property, and we assume no responsibility for their accuracy.
5. No guarantee is made as to the reliability of information, estimates and opinions of others furnished to the appraiser and used in preparing this report were assumed to be reliable and true and correct. Reasonable effort was made to confirm this information. However, no liability is assumed on account of errors or inaccuracies of such estimates or opinions.
6. No liability is assumed on matters of legal character affecting the property.
7. No information was made available as to the underlying soil conditions. It is assumed that the soil conditions are satisfactory for the development or continued use of the property to its highest and best use.
8. The estimate of physical condition of the various improvements appraised, if any, was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of same.
9. The appraisal report covers the premises described only. No figures, analyses or unit values set out herein are to be construed as applicable to any other property.
10. No environmental risk audit for the subject property or surrounding lands has been provided for our use. However, this appraisal specifically assumes no environmental hazards or contamination, including radon, exists on or around the subject property.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and zoning laws, unless non-compliance is stated, defined and considered in the appraisal report.
12. The appraiser is not required to give expert testimony or attend court by reason of the appraisal with reference to the subject property unless previous arrangements have been made.

13. Fee for investigation and report is not contingent upon the values found.
14. Contract for appraisal is completed upon the delivery of the Certificate.
15. Neither all nor part of the contents of this appraisal shall be conveyed to the public through advertising, public relations media, news, sales or other without the prior written consent and approval of the author, particularly as to valuation conclusions and the identity of the appraiser.
16. The Competency Provision of the Uniform Standards of Professional Appraisal Practice requires an appraiser to identify the appraisal problem prior to accepting the assignment and have the knowledge and experience to complete the assignment competently or take appropriate steps to become competent to complete the assignment. As detailed in the statement of qualifications, the appraiser has adequate knowledge and experience to complete the appraisal assignment. Furthermore, no facts or conditions have been discovered during the preparation of this appraisal that indicates any change in the assignment as previously conceived.

SPECIAL LIMITING CONDITIONS

17. The appraisal report is presented in a Narrative Report format in accordance with the Uniform Standards of Professional Appraisal Practice. As such, sufficient information is presented in each report to enable the client and other intended users, as identified, to understand the report properly. The client is Marsha Hayes, SR/WA of Hayes Consulting Services, LLC representing the City of Destin.

18. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Hypothetical Condition

“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. - None

Extraordinary Assumption

“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.”

I was unable to inspect the interior of the house. It is assumed that the interior is in good condition. If this assumption is not true it could have an effect on the value conclusion.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Townhome
Existing Use:	Single-Family Residence
Property Owner Name:	
Mailing Address:	Darla R. & George E. O'Brian 271 Hickory St. Freeport, FL 32439-6622
Property Location:	608 Sandalwood Dr. Destin, FL 32541
Okaloosa County Property Appraiser	
Tax I.D. Number:	00-2S-22-2167-0000-0340
Lot Size:	0.06 acres
Future Land Use:	MDR, Medium Density Residential by Destin, FL
Zoning:	MDR-V, Medium Density Residential-Village, by Destin, FL
Highest and Best Use:	Continued use as a Townhome
Property Inspection Dates:	August 5, 2021
Present at Inspection:	Stephen J. Cross, SR/WA
Extent of Inspection:	The extent of the field inspection during the formal property inspection included an inspection of the parent tract, the exterior of the house. I was not able to inspect the interior.
Date of Value:	August 5, 2021
Date of the Report:	August 11, 2021
Estimated Market Value(s) of the Subject Property:	Total Estimated Market Value \$185,500

TYPE OF APPRAISAL AND REPORT FORMAT

This analysis is in an Appraisal Report format in conformity with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

The Appraisal Report will consider the subject property as currently improved with a townhome. A discussion of the subject as vacant and as currently improved will be in the highest and best use section of the report. Therefore, only the Sales Comparison Approach “as improved” will be utilized for the valuation of the parent tract.

APPRAISAL PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL

The purpose of this appraisal is to estimate market value of the subject property. The intended use is for acquisition of the subject for City of Destin’s roadway project. The intended user of the appraisal is Marsha Hayes, SR/WA with Hayes Consulting Services, LLC.

DEFINITION OF MARKET VALUE

The source of the definition of Market Value is the Florida Supplemental Standards (Florida State Road Department v. Stack, 231 So. 2d 859 Fla., 1st DCA 1969):

“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.”

PROPERTY RIGHTS (INTEREST) APPRAISED

The interest appraised is the Fee Simple Estate. Fee Simple Estate is defined as “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”.¹ This interest considers all easements and restrictions of record.

Public and Private Restrictions:

I have found no public or private restrictions which would appreciably affect the value of title to, or the marketability of, the subject property.

Encumbrances:

None known that are estimated to have a measurable net impact on the marketability or utility of the subject property.

Non-Realty Items Appraised

None.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010 Edition, page 78

SCOPE OF APPRAISAL ANALYSIS

The scope of work provides the necessary research and analysis to prepare an appraisal report that will produce credible assignment results in accordance with its intended use, the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Professional appraisal assistance and sub-consultants if used are named in the Addendum to Certificate of Value. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated within the appraisal report.

Appraisal Report Presentation

The reporting presentation is an Appraisal Report, which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The Appraisal Report will consider the subject as improved with a townhome. It presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinions of market value.

Valuation Methodology (Applicable Approaches)

I have utilized the Sales Comparison Approach "as improved" to value the subject. The Sales Comparison "as vacant" and the Income Capitalization Approach, were not applicable in the valuation of the subject property.

Inspection of Subject Property

The formal property inspection consisted of inspecting the subject property as well as photographing the subject.

Data Collected, Confirming and Reporting

Numerous resources were relied on for data research and pertinent information of the subject property. These include:

- maps provided by client.
- Public records and online resources of various counties and other websites and services.

Within appropriate areas of the appraisal report, the above information is reported. Market data sheets were prepared with the information obtained during the research and verification process and are included in the Addenda of this appraisal.

APPRAISAL PROBLEM

The appraisal problem consists of estimating the market value of the subject parent tract, located at 608 Sandalwood Dr., Destin, Florida. The subject is currently improved with a townhome on 0.06 acre lot.

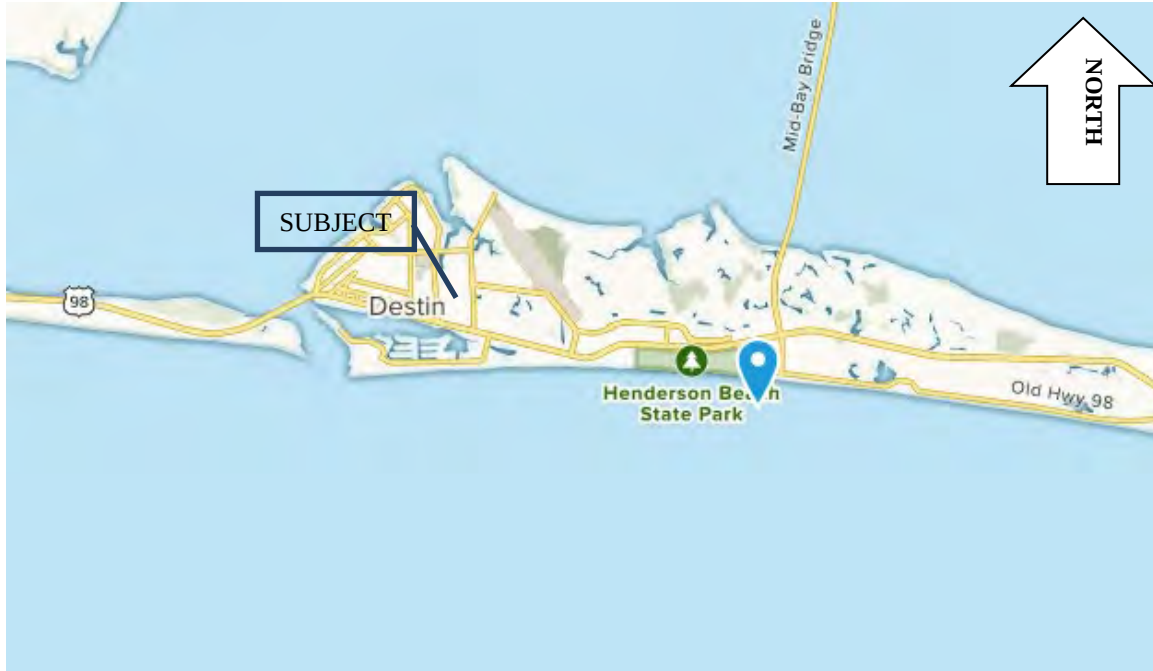
IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

The subject property is located in the City of Destin, Florida. The property has a street address of 608 Sandalwood Dr., Destin, FL. It is further identified as part of Okaloosa County Tax I.D. 00-2S-22-2167-0000-0340

Lot 34 and the Easterly 6.00 feet of Lot 33, Sandalwood Manor Townhomes First Addition, according to the map or plat thereof as recorded in Plat Book 6, Page 93, of the Public Records of Okaloosa County, Florida.



NEIGHBORHOOD AREA ANALYSIS



Intended users of this appraisal report are considered familiar with the subject property's location, neighborhood, market area, and the greater Panhandle area of Florida.

The city of Destin is located on a peninsula separating the Gulf of Mexico from Choctawhatchee Bay. The peninsula was originally an island; hurricanes and sea level changes gradually connected the island to the mainland.

Destin is near several other cities in the region. The city of Fort Walton Beach is located to the west at the inlet of Santa Rosa Sound into Choctawhatchee Bay. North of Destin, across the bay is Niceville, with the Mid Bay Bridge linking the two by road. U.S. Route 98 is the main route through the city, running from west to east. U.S. Route 98 leads east 56 mi to Panama City and west 48 mi to Pensacola. Eglin Air Force Base and Hurlburt Field are located just west of Destin.

At the western tip of the peninsula is East Pass (also known as Destin Pass), separating it from Santa Rosa Island to the west. East Pass is the only outlet of Choctawhatchee Bay into the Gulf of Mexico. Frequent dredging is required to keep East Pass navigable.

As of the census of 2000, there were 11,455 people, 4,437 households, and 3,135 families residing in the city. The population density was 1,477.1 inhabitants per square mile. There were 10,599 housing units at an average density of 1,408.0 per square mile. The racial makeup of the city was 96.21% White, 0.37% African American, 0.40% Native American, 1.03% Asian, 0.08% Pacific Islander, 0.37% from other races, and 1.54% from two or more races. Hispanic of any race were 2.66% of the population.

24.8% of households had children under the age of 18 living with them, 53.0% were married couples living together, 8.0% had a female householder with no husband present, and 35.7%

were non-families. 27.4% of all households were made up of individuals, and 8.5% had someone living alone who was 65 years of age or older. The average household size was 2.26 and the average family size was 2.72.

The median age was 42 years. For every 100 females, there were 101.8 males. For every 100 females age 18 and over, there were 100.4 males.

The median income for a household in the city was \$53,042, and the median income for a family was \$60,498. Males had a median income of \$42,218 versus \$26,146 for females. The per capita income for the city was \$32,048. About 3.0% of families and 5.5% of the population were below the poverty line, including 6.2% of those under age 18 and 2.0% of those age 65 or over.

The white beaches and emerald waters of the Destin area draw many tourists. Florida's Department of Environmental Protection estimates that more than 80 percent of the Emerald Coast's 4.5 million yearly visitors travel to the region to visit Destin. Visitors can charter fishing vessels from the harbor, and there are 12 beach access points in the city. Among the access points is Henderson Beach State Recreation Area. A portion of the Gulf Islands National Seashore, the Okaloosa Day Use Area, is just across East Pass on Santa Rosa Island.

In addition to an assortment of hotels and motels, many high-rise condominiums are located in Destin. The first condominiums in Destin were built in the 1970s, and construction continues today. Visitors play a large part in Destin's economy – the city's population of around 12,000 balloons to 40,000 during the tourist season.

Real Estate in Destin, Florida is consumed in large part by privately owned vacation rentals. The privately-owned vacation rentals that can be found in Destin consist of condominiums, beach homes, townhomes, resorts, studios, cottages, and a few bungalows. Most vacation properties are found on the south side of US Hwy 98 near the Gulf, while most locals live on the northern side of US Hwy 98 by the Choctawhatchee Bay.

DESCRIPTION OF THE PROPERTY

Property Type: Townhome

Existing Use: Single-Family Residence

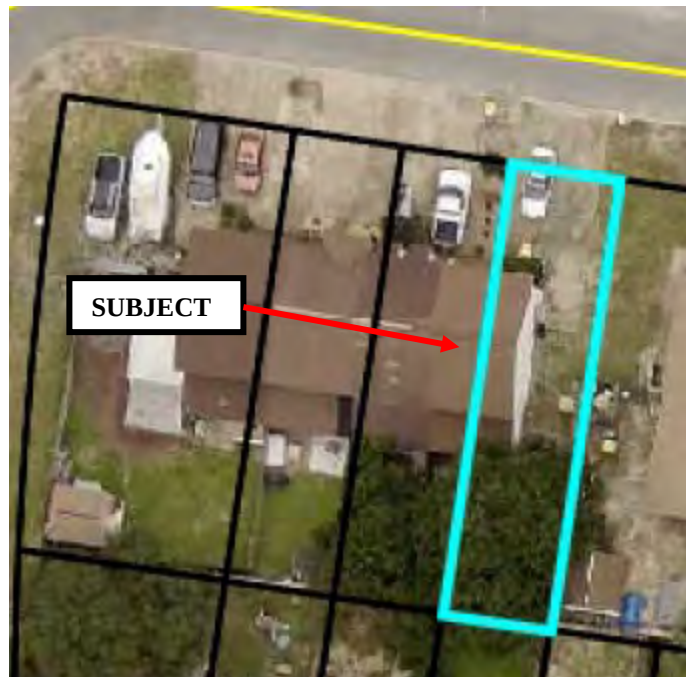
LAND

Site Size: 0.06 acres (per Okaloosa County Property Appraiser)

Shape/Dimensions: Please refer to parcel sketch

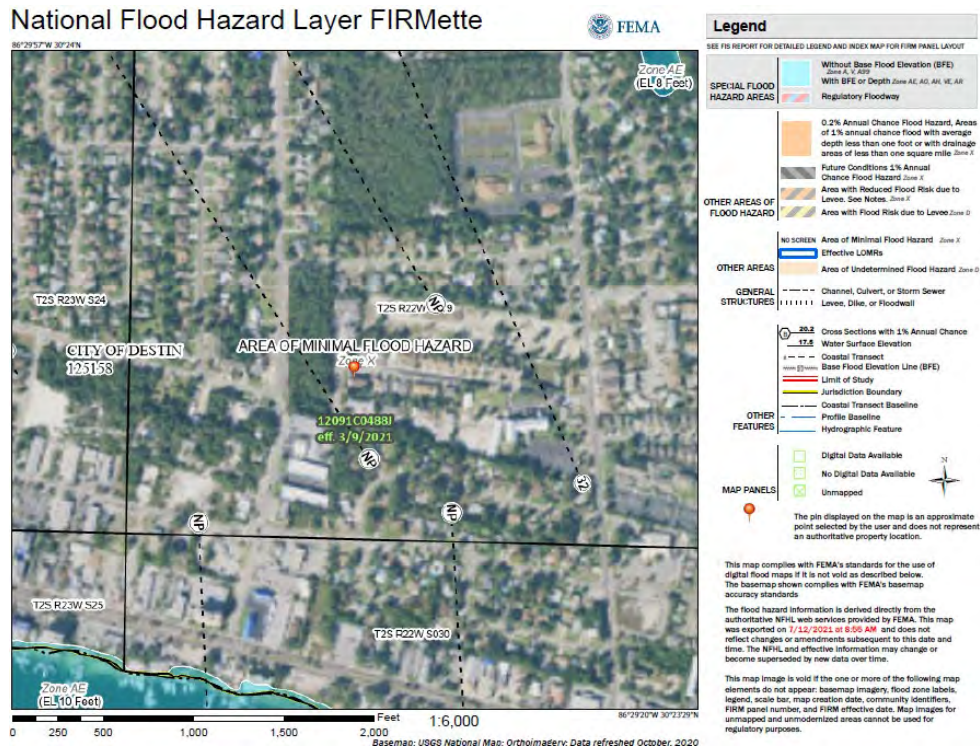


Ingress/Egress: The subject property currently has access from the south side of Sandalwood Dr.



Topography: The site is generally level and even with the abutting road/access grade.

Flood Plain Data: FEMA FIRM PANEL # 120291C04881, dated 3/9/2021. The subject site is located in a Flood Zone "X", which is an area determined to be outside the 0.2% annual chance floodplain.



Drainage: Drainage of the subject site appears adequate with no on-site storm water retention facility noted.

Soil Conditions: A soil survey has not been performed. No significant natural wetland areas were noted. Based on the observation of significant improvements on nearby sites, it is estimated that there are no adverse soil conditions present.

Utilities Available: Public water and sewer

Easements: 5 foot wide Utility/Drainage/Private Access Easement along the rear of the lot

IMPROVEMENTS DESCRIPTION

The subject property is improved with a 1,044 SF heated, two-story townhome constructed in 1993. The home is wood frame construction with an asphalt shingle gable roof. Additional details are summarized as follows:

Townhome

Exterior

Foundation	Concrete
Construction	Wood Frame
Exterior Walls	Vinyl
Roof Construction	Wood framed gable
Roof Cover	Asphalt shingle
Stories	2

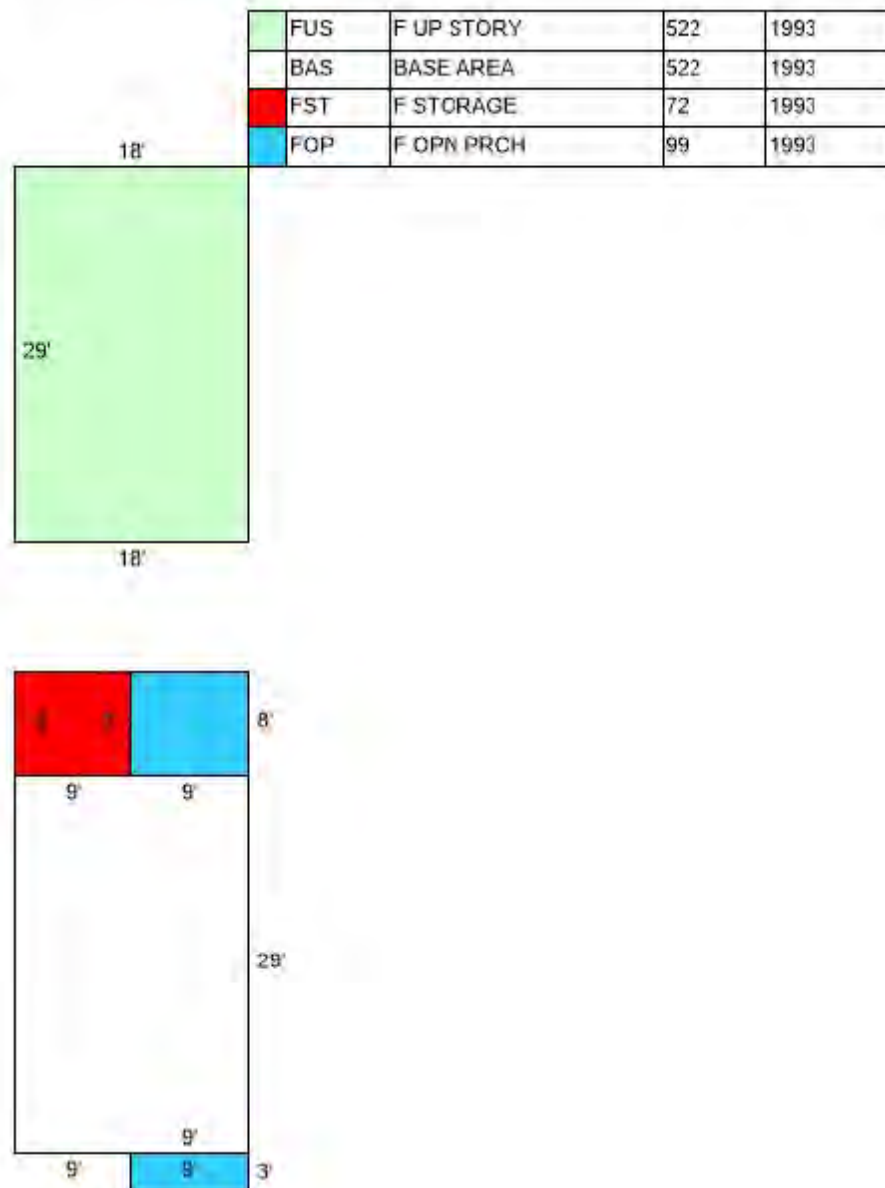
Interior

Floor Covering	Tile
Interior Walls	Drywall
Fireplace	None
HVAC	Central

Quality	Good
Condition	Good
Year Built	1993
Physical Age	28
Effective Age	15
Remaining Economic Life	40
Living Area	1,044 (per Okaloosa County Property Appraiser)
Bedrooms	3
Bathrooms	2½
Garage/Carport	None

Site Improvements

Privacy Fencing	Rear of townhome
Landscaping	Average
Driveway	Concrete



AERIAL VIEW OF SUBJECT PROPERTY



Not to Scale

SUBJECT PROPERTY PHOTOGRAPHS

(All photos taken August 5, 2021, by Stephen Cross, SR/WA)



Subject is the end Unit on the left



Subject on left side, end unit



Looking east along Sandalwood Drive, subject on the right

ZONING AND FUTURE LAND USE

Zoning:

MDR-V, Medium Density Residential-Village, by Destin, FL

- E. *Medium Density Residential - Village (MDR - V)*. The Medium Density Residential - Village zoning district implements Future Land Use Element Policy 1-2.2.3, Medium Density Residential of the Comprehensive Plan within the Village, Town Center CRA and Harbor CRA Planning Areas.
1. Purpose and intent. The Medium Density Residential - Village zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached or multi-family attached residential dwelling units. It is the intent of the MDR - V 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.
 2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.
 3. Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations.

Future Land Use:

MDR, Medium Density Residential by Destin, FL

Policy 1-2.2.3: Medium Density Residential (MDR). Areas designated "MDR" shall be developed, redeveloped and/or maintained and conserved as stable single-family (SF) or multiple-family (MF) long-term residential uses. Land designated "MDR" within the Village Planning Area (VPA) and the CRA, shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "MDR" that are located within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or maintain short-term residential uses, but not nonresidential uses. Based on established patterns of residential development within the Village, Holiday Isle, and the CRA (except the Town Center) Planning Areas, the following maximum development standards shall be applied to future development within "MDR" designated areas:

TABLE 1-3: GENERAL DEVELOPMENT STANDARDS FOR "MDR" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories*	Up to 5.81	N/A
Multi-Family Residential	35'3 stories	Up to 9.90	N/A

*Holiday Isle - 30'3 stories

The zoning map designation shall delineate policy for allocating specific densities on land designated "MDR" based on established patterns of land development and based on adopted Comprehensive Plan goals, objectives, and policies. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites designated "MDR" should be located and developed in a manner that ensures a smooth transition between lower density residential areas and areas developed and/or designated for other more intense uses. Generally, medium density areas should be located between the perimeters of low density residential areas, high density residential areas, and/or commercial or mixed use designations.

ASSESSED VALUE AND TAXES

Tax ID #: 00-2S-22-2167-0000-0340

2020 Market Values:

Land Value	\$ 40,000
Building Value	\$ 69,628
Just (Market) Value	\$109,237
Assessed Value:	\$ 96,911
LESS: Exemption	<u>(\$ None)</u>
Taxable Value:	\$ 96,911

HISTORY OF THE PROPERTY (LAST 5 YEARS)

Subject property has sold within the last 5 years Yes { X } No { }

The subject sold on January 6, 2017 for an indicated \$30,000 and is recorded in O.R. Book 3283 Page 1021.

EXPOSURE TIME ANALYSIS

Exposure time is defined as the estimated length of time the property being appraised would have been offered on the market, prior to any hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate of value based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of an appraisal.

The value conclusions presented in this appraisal report consider a typical exposure time of approximately 1 to 3 months to have expired prior to the effective date of this appraisal. This estimated exposure time for the subject property is based on the time required to market and sell properties similar to the subject in the subject market area. Information in this regard was obtained through verification of sales data, collection of general market data for analysis of neighborhood trends, and in interviews with local active real estate brokers and salespersons.

PUBLIC AND PRIVATE RESTRICTIONS

Public Restrictions: None known that materially impact the utility of the property.

Private Restrictions: None known that materially impact the utility of the property.

HIGHEST AND BEST USE ANALYSIS

The Highest and Best Use of:

Land as Vacant - Development as allowed under the MDR-V, Medium Density Residential-Village zoning.

Property as Improved - Continued use of the existing townhome

The most fundamental premise upon which market value is based is the theory of highest and best use. In conjunction with the theory of highest and best use, a generally accepted definition of the term has been developed. The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, page 93, defines highest and best use as:

“The reasonably probable and legal use of vacant land or an improved property, which 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 productivity.”

In estimating highest and best use, there are four basic stages of analysis. They are:

1. Physically Possible Uses - What uses of the site are physically possible?
2. Legally Permissible Uses - What uses are permitted by current (or potential) zoning regulations and/or private restrictions on the site?
3. Financially Feasible Uses - Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive Use - Among the feasible uses, which use will produce the highest net return or the highest present worth as of the effective date of the appraisal.

Analysis of Land as if Vacant

Physically Possible

The subject property is located on the south side of Sandalwood Dr., Destin, Florida. The property consists of 0.06 acres of land area. The subject site is of a size and dimensions that would allow it to be developed with many of the permitted uses that would be legally permissible under the MDR-V, Medium Density Residential-Village zoning.

Legally Permissible

From a legally permissible standpoint, the zoning and land use plan are the primary determinates of the uses that will be placed on the land in the absence of deed restrictions and other legal limitations. The subject is zoned MDR-V, Medium Density Residential-Village with a Future Land Use of MDR, Medium Density Residential by Destin, Florida. It would be legally permissible to develop this property with a use as allowed by the subject's zoning of MDR-V, Medium Density Residential-Village.

Financially Feasible

Financial feasibility of a proposed use can be seen as a function of supply and demand factors in the marketplace as well as general economic conditions. Financially feasible uses produce an income or return that is equal to, or greater than, the amount needed to satisfy operating expenses, financial obligations, and capital requirements. The nature of the surrounding neighborhood and the market reception of similar uses can often provide a good overall indication of the feasibility of such uses.

There are numerous examples of similar residential type uses in the immediate area of the subject property.

In summary, it is estimated that it would be financially feasible to develop the subject site with a use as allowed by the MDR-V, Medium Density Residential-Village zoning.

Maximally Productive

The maximally productive use of the site should produce the highest present value to the property. If properly priced, there appears to be a base level of market demand in the neighborhood for land that is suitable for improvement with use as allowed under the MDR-V, Medium Density Residential-Village zoning district.

Analysis as Improved

In cases where properties are improved, the highest and best use "as vacant" and the highest and best use "as improved" may be different. This difference is due to the "Principle of Contribution", which holds that if an improvement adds value to a site over and above the land value, the highest and best use of the property is as improved. This principle holds true until the improvements hold no contributory value to the land.

Physically Possible - Improved

The subject property is improved with a 1,044 square foot townhome built in 1993 and associated site improvements. The improvements appear to be in good condition, are operational and functional. The existing improvements are physically possible.

Legally Permissible - Improved

The zoning and land use permits a townhome. The site contains 0.06 acres indicating there is ample area to accommodate the townhome and site improvements. The existing improvements are legally permissible.

Financially Feasible – Improved

The improvements are considered to render a return that creates value over and above the value of the land and are therefore financially feasible.

Maximally Productive – Improved

After consideration of the four criteria: physically possible, legally permissible, financially feasible, no other use can be cited that would justify the removal of the existing improvements and redevelopment of the site with an alternate use; therefore, the maximally productive and highest and best use for the subject, as improved, is for continued use of the existing townhome.

HIGHEST AND BEST USE CONCLUSION(S)

The highest and best use of the subject site, as if vacant, is estimated to be its development with a use as allowed by the MDR-V, Medium Density Residential-Village zoning district.

The highest and best use of the subject property, as improved, is estimated to be the continued use of the existing Townhome.

APPROACHES TO VALUE USED AND EXCLUDED

All three conventional approaches to value were considered and evaluated for their applicability to the subject property. The approaches considered were the Cost Approach, Sales Comparison Approach, and the Income Approach.

The Sales Comparison Approach (as improved) was considered applicable to the valuation of the subject property. The Cost Approach and Income Approach were considered inappropriate as buyers and sellers do not consider these approaches in their buying and selling decisions of townhomes. Sufficient market data was available in order to utilize the Sales Comparison Approach.

SALES COMPARISON APPROACH

The sales comparison approach, also referred to as the market approach, is the appraisal technique which produces an estimate of value of the subject property by comparing it with other similar properties of the same type, or highest and best use which have sold recently or are currently offered for sale in the same or competing neighborhoods. These sales are analyzed on a price per square foot of living area basis.

The value of the subject property will be reconciled based upon the adjusted sales price per square foot of building area by the market approach. The market approach is based upon the economic principle of substitution; that a buyer will pay no more for a property than the cost to acquire one of equal attractiveness or utility. The following sales indicate a tight range of sales price per square foot of building area.

Comparable Sale 1 sold on June 1, 2021 for \$279,000 and was the sale from Gasper E. & Norma N. Luna to Mabel Aracell Suarez de Estrada. The property is located at 645 Sandalwood Dr. in the City of Destin, Florida. The property is on 0.07 ac with a 3-bedroom, 2 bathroom 1,421 sf of living area. The living area includes the garaged that was converted to living area. This sale indicates an unadjusted unit price of \$196.34 per square foot of living area.

Comparable Sale 2 sold on May 25, 2021 for \$179,900 and was the sale from Valore Kay Ulferts to Brain Wasik. The property is located at 655 Sandalwood Dr. in the City of Destin, Florida. The property is on 0.12 ac with a 2 bedroom, 1½ bath, 1,060 sf house. This sale indicated an unadjusted unit price of \$169.72 per square feet of living area.

Comparable Sale 3 sold on February 6, 2021 for \$209,900 and was the sale from Michael J. Thomas to Thomas Yeabower. The property is located at 734 Legion Dr. in the City of Destin, Florida. The property is on 0.06 ac with a 2 bedroom 2 bath 1,188 sf house. This sale indicates an unadjusted unit price of \$176.68 per square foot of living area.

IMPROVED SALES SUMMARY

Sale No.	Subject	Sale 1	Sale 2	Sale 3
Instruction No.		BK: 3551 PG: 4083	BK: 3549 PG: 874	BK: 3524 PG: 2358
Date of Sale		June 1, 2021	May 25, 2021	February 6, 2021
Sales Price		\$279,000	\$179,900	\$209,900
Location	Sandalwood	645 Sandalwood Dr.	655 Sandalwood Dr.	734 Legion Dr.
Lot Size (ac)	0.06 ac	0.07 ac	0.12 ac	0.06 ac
Zoning/Land Use	MDR-V/MDR	MDR-V/MDR	MDR-V/MDR	MDR-V/MDR
Construction	Frame	Frame	Frame	Frame
Condition	Good	Average	Average	Average
Design	Townhome	Townhome	Townhome	Townhome
Year Built	1993	1982	1982	1984
Home Size-Heated	1,044 SF	1,421 SF	1,060 SF	1,188 sf
Sales Price per SF Living Area		\$196.34	\$169.72	\$176.68
ADJUSTMENTS				
Market		Similar	Similar	Similar
Conditions/Time		0%	0%	0%
Adj. For Market		\$196.34	\$169.72	\$176.68
Conditions/Time				
COMPARISONS:				
Location		Similar	Similar	Similar
		0%	0%	0%
Lot Size/Shape Land		Similar	Superior	Similar
		0%	-5%	0%
Zoning/FLU		Similar	Similar	Similar
		0%	0%	0%
Quality/Condition		Similar	Similar	Similar
		0%	0%	0%
Site Improvements		Similar	Similar	Similar
		0%	0%	0%
Size Home/Living Area		Superior	Similar	Similar
		-5%	0%	0%
Net Adjustments		-5%	-5%	0%
Adj. Sales Price Per Square Foot		\$186.52	\$161.23	\$176.68

Adjustments:**Market Conditions/Time:**

The sales were considered similar to the subject in market condition and time, and no adjustment was necessary.

Location:

The focus of my sales search was to locate properties with similar size, location highest and best use, and characteristics to the subject's.

The sales were located in the City of Destin on the same street as the subject or an area considered similar to the subject. No adjustment was necessary for location.

Size/Shape:

The subject site contains 0.06 ac. On a unit comparison based on a per square foot or per acres as land size increases, typically the unit value decreases and vice versa. That is not the case when the unit of comparison is based on per buildable lot, typically as the lot increases in size the price per lot increases. The sales contained 0.07 ac, 0.12 ac and 0.06 ac. Sale 2 was larger in lot size to the subject and was considered superior requiring a downward adjustment.

Zoning:

All the sales were zoned the same as the subject with no adjustment warranted.

Quality/Condition:

All the Sales were considered similar to the subject with no adjustment warranted.

Size Home/Living Area:

Sale 1 was considered superior to the subject at 1,421 sf of living area compared to the subject's living area of 1,044 sf. Sales 2 and 3 were slightly different than the subject's living area but were considered similar with no adjustment warranted.

Summary and Conclusion

The price per square foot of building area was considered the most reliable to value the subject property and is as follows:

Comparable	Adjusted Sales	x	Size of Subject	Indicated Value
	Price Per SF Living Area			of Subject
Sale 1	\$186.52	x	1,044 SF	\$194,727
Sale 2	\$161.23	x	1,044 SF	\$168,324
Sale 3	\$176.68	x	1,044 SF	\$184,454

The above sales indicate a range between \$177,031 by Sale 2 to \$194,028 by Sale 1. This unit of measurement is considered reliable as the comparable sales are similar in, construction, condition, and size. The subject unit value should fall within the range of the price per square foot of building area indicated by the comparable sales. I have reconciled at \$177.60 per square foot for a unit value to apply to the subject's 1,044 sf of living area. This is near the upper end of the three sales. Thus, the indicated market value of the subject via the Market Approach is of \$185,414 by the sales price per square foot of living area, rounded to \$185,500.

\$185,500

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

Cost Approach Not Used	Not Used
Sales Comparison Approach "Land & Affected"	\$185,500
Income Capitalization Report Not Used	Not Used

FINAL CONCLUSION OF MARKET VALUE

\$185,500

ADDENDA

OKALOOSA COUNTY PROPERTY APPRAISER PROPERTY CARD



Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 00-25-22-3167-0000-0380
Location Address 606 SANDALWOOD DR
 DESTIN 32541
Neighborhood DESTIN WEST INTR (312003200)
Brief Tax Description* SANDALWOOD MANOR 1ST ADD LOT 34 & EA FT OF LOT 33 AKA PARCELS 34-A)
*The Description above is not to be used as a location reference.
Property Use Code SFR/TOWNHD (000109)
Sec/Twp/Rng 00-25-22
Tax District Destin (District 10)
Millage Rate 12.5119
Acreage 0.000
Homestead N
Acreage (GIS) 0.06
Fire District N/A

[View Map](#)

Owner Information

Primary Owner
 Orin Ian George E & Doris E
 271 Hickory St
 Freeport, FL 324396622

Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values	2016 Certified Values
Building Value	\$49,628	\$50,380	\$47,092	\$42,877	\$42,500
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$40,000	\$35,000	\$33,000	\$25,000	\$25,000
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$109,628	\$90,380	\$80,092	\$67,877	\$67,500
Assessed Value	\$96,911	\$88,101	\$80,092	\$67,877	\$50,060
Exempt Value	\$0	\$0	\$0	\$0	\$50,060
Taxable Value	\$96,911	\$88,101	\$80,092	\$67,877	\$0
Cap Exp/Portability Amount	\$12,717	\$2,279	\$0	\$0	\$17,490

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

2020 TRIM Notice

[Click Here to View the 2020 TRIM Notice PDF](#)

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000109	SFR/TOWNHD	1.00	UT	0	0

Building Information

Building 1	
Type	TOWNHOME
Total Area	1,215
Heated Area	1,044
Exterior Walls	VINYL SID;
Roof Cover	COMP SHINGL;
Interior Walls	DRYWALL;
Frame Type	-
Floor Cover	CLAY/CERMC; CARPET
Heat	AIR DUCTED
Air Conditioning	CENTRAL
Bathrooms	2.5
Bedrooms	3
Stories	2
Actual Year Built	1993
Effective Year Built	1993

Building Area Types

Type	Description	Sq. Footage	Year
FUS	F UP STORY	522	1993
BAS	BASE AREA	522	1993
FOP	F OPN PRCH	99	1993
FST	F STORAGE	72	1993

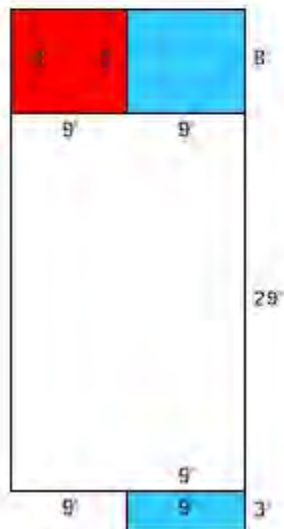
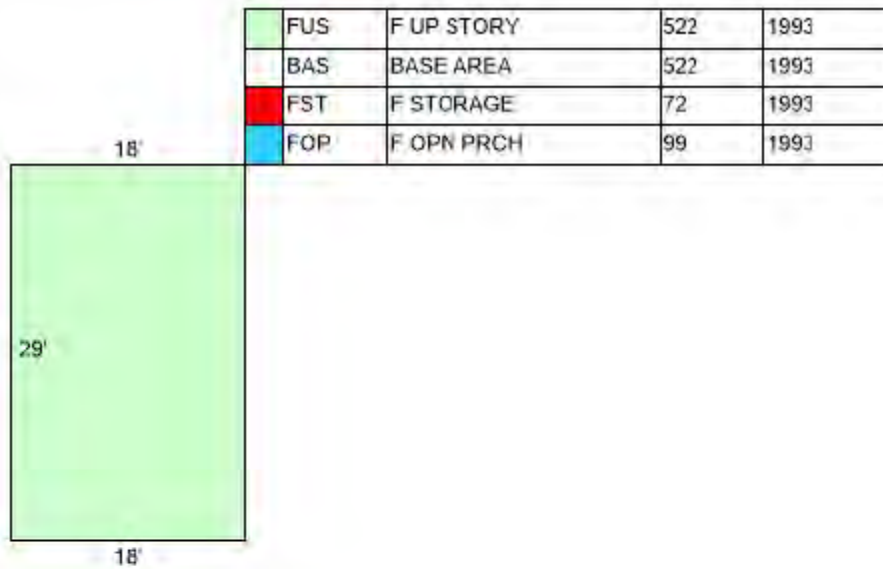
Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	01/06/2017	\$30,000	WD	3283	1021	Unqualified (V)	Improved	COULSON SANDRA AS PR	EDGE RAYMOND ESTATE
N	05/01/1993	\$49,900	WD	1750	184	Qualified (Q)	Improved		O'BRIAN GEORGE E & DARLA R (H&W)
N	02/01/1993	\$4,000	WD	1727	133	Unqualified (U)	Vacant		EDGE RAYMOND A
N	05/01/1990	\$7,600	WD	1558	114	Unqualified (U)	Vacant		
N	07/01/1988	\$70,600	WD	1467	333	Unqualified (U)	Vacant		

2020 Property Record Card

[Click Here to view the 2020 Property Record Card \(PDF\)](#)

Sketches



DEED of RECORD

FILE #3111512 RCD: 1/10/2017 3:07 PM, BK: 3283 PG: 1021, RECORDING: \$6.00 RECORDING ARTICLE V: \$4.00
D Doc Stmp: \$210.00 DEPUTY CLERK JLALLEN
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

12-10-
Stamp 210
TITLE INSURANCE HAS BEEN NEITHER REQUESTED NOR PURCHASED. BOTH PARTIES OF THE FIRST PART AND SECOND PART HEREBY INDEMNIFY PREPARER HEREOF FROM ANY AND ALL DEFECTS IN TITLE

THIS INSTRUMENT PREPARED BY:

McGill Escrow & Title
ROBERT E. MCGILL, III
36008 Emerald Coast Pkwy Ste 301-A
Destin, FL 32541
File No.: 10334
Property Appraisers Tax I.D. Number:
00-25-22-2167-0000-0340

SPACE ABOVE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED made the 6th day of January, 2017 by SANDRA L. COULSON, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RAYMOND ANTHONY EDGE, AS HER SEPARATE AND NON-HOMESTEAD PROPERTY, hereinafter called the grantor, whose address is: 400 Symphony Circle #456, Hunt Valley, Maryland 21030 to GEORGE E. O'BRIAN AND DARLA R. O'BRIAN, HUSBAND AND WIFE, hereinafter called the grantee, whose address is: 614 Sandalwood Drive, Destin, Florida 32541.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

LOT 34 AND THE EASTERLY 6.00 FEET OF LOT 33, SANDALWOOD MANOR TOWNHOMES FIRST ADDITION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

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

Signed, sealed and delivered
in the presence of:

Wendy Herber
Wendy Herber - Witness

Sandra L. Coulson
Sandra L. Coulson, as Personal Representative of the estate of Raymond Anthony Edge - Seller

Brutay M. Hoffman
Brutay M. Hoffman - Seller

BEFORE ME, the undersigned authority, this day personally appeared SANDRA L. COULSON, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RAYMOND ANTHONY EDGE,

who is/are personally known to me, or
who has/have produced MD Prisco, as identification,

and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal this 6th day of January, 2017.

Ellen Sparks
NOTARY PUBLIC
Print Name: ELLEN SPARKS
My Commission expires: 9/22/2020

The map displays the coastal area of Destin, Florida. Key features include:

- SALE 1:** Located on Alwood Ct, near the intersection with Randalwood Dr.
- SALE 2:** Located on Legion Dr, near the intersection with Beach Cir.
- SALE 3:** Located on Bent Arrow Cir, near the intersection with Nautica Way.
- SUBJECT:** Located on Alwood Ct, near the intersection with Randalwood Dr.
- Geographic Features:** The coastline is shown in red at the bottom. Major roads include US 90 (running horizontally) and US 98 (running vertically). Other streets include Main St, Spring Ln, and Wild Oak Ave.
- Landmarks:** A blue area represents a body of water (Gulf of Mexico) at the bottom. A red line indicates the coastline.

IMPROVED SALE DATA SHEET		
SALE NO.: 1		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3551 PG: 4083
(b)	Grantor:	Gasper E. & Norma N. Luna
(c)	Grantee:	Mabel Aracell Suarez de Estrada
(d)	Date of Transaction:	6/1/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.07 ac Generally Rectangular Sandalwood Dr. Level and even with abutting road grade
(f)	Consideration:	\$279,000
(h)	Unit Price:	\$196.34 SF of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-2166-0000-0110
(k)	Location:	645 Sandalwood Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Improved Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,421* Fireplace: None Construction: Frame Driveway: Concert Year Built: 1982 Garage: Converted Condition: Average Porch: Small Front Bedrooms: 3 Outbuildings: None Bathrooms: 2 Road frontage: Paved Heat/Cool: Central Floor: Tile
(s)	Utilities:	Public sewer, water, electric and telephone
(t)	Verification:	Selling Broker, Angela M. Garcia by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyers: Single-Family Home
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	*The garage was converted to heated/cooled. The original living area is 1,196 sf



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO



DEED for SALE 1

**FILE #3461397 RCD: 6/7/2021 8:59 AM, BK: 3551 PG: 4083, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$2,023.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

Prepared by:
Julie R. Barbeau Johnson
McNeese Title, LLC
3921 East County Highway 30A
Santa Rosa Beach, Florida 32459
File Number: S21-0378JJ

Warranty Deed

Made this June 1, 2021 A.D. By **Gaspar E. Luna and Norma N. Luna, husband and wife**, whose address is: 305 Main Street, Destin, Florida 32541, hereinafter called the grantor, to **Mabel Araceli Suarez Abanto de Estrada, a married woman**, whose post office address is: 430 Winchester Drive, Celina, Texas 75009, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 11, less the East 1.62 feet thereof, and the East 1.62 feet of Lot 12, SANDALWOOD MANOR TOWNHOMES, according to the Plat thereof as recorded in Plat Book 6, at Page 59, of the Public Records of Okaloosa County, Florida.

Being the same property deeded to Grantor, dated 12/18/2009, recorded in Records Book 2918, Page 2034 Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-2166-0000-0110**

Subject property is the homestead of the Grantor as defined by the Constitution of the State of Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, and easements of record, all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, and taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in our presence:

Witness Signature: [Signature]
Witness Printed Name: Ashtley Chapman

[Signature]
Gaspar E. Luna

Witness Signature: [Signature]
Witness Printed Name: BENNETT CHRISTOPHER WRAY

[Signature]
Norma N. Luna

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2021, by Gaspar E. Luna and Norma N. Luna, who is/are personally known to me or who has produced Davis Moore as identification.

[Signature]
Notary Public
Print Name: BENNETT CHRISTOPHER WRAY
My Commission Expires: _____

Affix Notary Seal



BENNETT CHRISTOPHER WRAY III
Commission # GG 149525
Expires October 9, 2021
Bonded Thru Budget Notary Services

IMPROVED SALE DATA SHEET		
SALE NO.: 2		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3549 PG: 874
(b)	Grantor:	Valore Kay Ulferts
(c)	Grantee:	Brain Wasik
(d)	Date of Transaction:	5/25/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.12 ac Rectangular Sandalwood Dr. Level and even with abutting road grade
(f)	Consideration:	\$179,900
(h)	Unit Price:	\$169.72 SF of Living Area
(i)	Type of Instrument:	Personal Representative's Deed
(j)	Tax ID No.:	00-2S-22-2166-0000-0070
(k)	Location:	655 Sandalwood Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,060 Construction: Frame Year Built: 1982 Condition: Average Bedrooms: 2 Bathrooms: 1 ½ Heat/Cool: Central Fireplace: None Driveway: Concert Garage: Yes Porch: Small Front Outbuildings: None Road frontage: Paved Floor: Carpeting, Tile
(s)	Utilities:	Septic System, Public water, electric and telephone
(t)	Verification:	Selling Broker, David L. Bordon by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Home
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 2

**FILE #3458236 RCD: 5/25/2021 4:05 PM, BK: 3549 PG: 874, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,259.30 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

Prepared By and Return To:
Vintage Title & Escrow, Inc.
1234 Airport Rd #108
Destin, FL 32541

File No. 21-3580A

Property Appraiser's Parcel I.D. (folio) Number(s)
00-2S-22-2166-0000-0070

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED made and executed May 25, 2021, by Valoree Kay Ulferts an unmarried woman, individually and as Personal Representative of The Estate of Dean Ivan Ulferts a/k/a Dean I. Ulferts, deceased hereinafter called the grantor, to Brian Wasik an unmarried man whose post office address is 28510 E. Benders Landing Blvd., Spring, TX 77386, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in OKALOOSA County, Florida, viz:

Lot 7, and the East 1.62 feet of Lot 8, SANDALWOOD MANOR TOWNHOMES, according to the Plat thereof as recorded in Plat Book 6, Page(s) 59, of the Public Records of Okaloosa County, Florida.

subject to easements, restrictions, reservations, and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; that all court orders and laws of Florida have been followed and complied with in all respects; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2020.

PERSONAL REPRESENTATIVE'S DEED
(Continued)

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

Signed, sealed and delivered in our presence:

Debra C. Schmit
(Witness Signature)

Debra C. Schmit
Witness #1 Print

Tessa Schmit
(Witness Signature)

Tessa Schmit
Witness #2 Print

The Estate of Dean Ivan Ulferts a/k/a Dean
I. Ulferts

BY: Valoree Kay Ulferts, Representative
Valoree Kay Ulferts, Personal Representative

133 E Church Road
(Address)

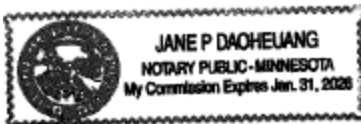
Easley, SC 29642
(Address)

STATE OF Minnesota

COUNTY OF Dakota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization,
this 19th day of May, 2021 by Valoree Kay Ulferts, who is personally known to me or who has produced
Minnesota Drivers license as identification.

My commission expires: Jan. 31, 2026 Jane P. Dacheuang
Printed name:
Notary Public



A handwritten signature of Jane P. Dacheuang in dark ink.

IMPROVED SALE DATA SHEET		
SALE NO.: 3		
(a)	Recording Data – Instrument No.:	Okaloosa County BK: 3524 PG: 2358
(b)	Grantor:	Michael J. Thomas
(c)	Grantee:	Thomas Yeabower
(d)	Date of Transaction:	2/6/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.06 ac Irregular Legion Dr. Level and even with road grade
(f)	Consideration:	\$209,900
(h)	Unit Price:	\$176.68 sf of Living Area
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-1486-0000-0949
(k)	Location:	734 Legion Dr., Destin, FL
(l)	Zoning & Future Land Use:	MDR-V MDR by the City of Destin, FL
(m)	Present Use:	Townhome
(n)	Highest and Best Use:	Continued use of single-family residence
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to Seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	Living Area: 1,188 sf Construction: Frame Year Built: 1984 Condition: Average Bedrooms: 2 Bathrooms: 2 Heat/Cool: Central Fireplace: None Driveway: Concert Garage: None Porch: 2nd Floor Outbuildings: None Road frontage: Paved Floor: Tile
(s)	Utilities:	Public sewer, water, electric and telephone.
(t)	Verification:	Julie Morrill selling broker by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Residence
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 3

FILE #3428670 RCD: 2/9/2021 11:03 AM, BK: 3524 PG: 2358, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,469.30 DEPUTY CLERK asims
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Surety Land Title of Florida, LLC
188 N. Main Street
Crestview, FL 32536
File No.: 2106001M

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 5th day of February, 2021 by **Michael J. Thomas, a married man as his non-homestead property**, whose post office address is herein called the grantor, to **Thomas Yeabower, an unmarried man**, whose post office address is **734 Legion Drive, Unit 94, Destin, FL 32541**, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in OKALOOSA County, State of Florida, viz.:

Lot 94, A RE-SUBDIVISION OF A PORTION OF 'LEGION VILLAGE' TOWNHOMES A/K/A Suncay Townhomes, According To The Plat Thereof As Recorded In Plat Book 8, Page 7, Of The Public Records Of Okaloosa County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2021 and thereafter.

Property Appraisers Parcel Identification (Folio) Number: **00-2S-22-1486-0000-0940**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

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

Signed, sealed and delivered in the presence of:

Sandra D. Farn

Witness #1 Signature

Michael J. Thomas
Michael J. Thomas

SANDRA D FARN

Witness #1 Printed Name

Marsha McCombs

Witness #2 Signature

Marsha McCombs

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of February, 2021 by Michael J. Thomas who is personally known to me or has produced FL DLs as identification.

SEAL



Marsha McCombs
Notary Public

Marsha McCombs

Printed Notary Name

My Commission Expires:



americanacquisition.com

July 28, 2021

Darla R. & George E. O'Brian
271 Hickory St.
Freeport, FL 32439-6622

Project: Destin Cross Town Connector Roadway Project
Tax ID: 00-2S-22-2167-0000-0340
Location Address: 608 Sandalwood Dr.
Destin, Florida

Dear Property Owner:

The City of Destin is planning a roadway improvement project, the Destin Cross Town Connector. I have been engaged to provide an appraisal of your property. The purpose of the appraisal is to estimate the market value of your property needed for the roadway improvement project.

I have scheduled a field inspection of the above-described property on Thursday, August 5, 2021 at 9:45 am. If you or your designated representative would like to bring to my attention factors that affect the value of the property, please meet me at the property at that time or contact me using the information below.

You may contact me Monday through Friday between 8:00 a.m. and 4:00 p.m. at 407-883-6288 or by email at scross@americanacquisition.com

If you have any questions, please contact me.

Very truly yours,

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405
407-883-6288
scross@americanacquisition.com



American Acquisition Group, LLC
An equal opportunity employer.

711 North Sherrill Street – Suite B
Tampa, Florida 33609-1109
Ph. 813-287-8191 Fax 813-287-8197

Stephen J. Cross, SR/WA

Appraiser



Mr. Cross has over 35 years of experience in all aspects of purchasing, managing, leasing and disposing of real property for government agencies and individuals. Effective management of large-scale projects for cities, counties, DOT, IRS and private individuals including, transportation and engineering services, land planning, right-of-way acquisition and appraisal services, eminent domain and expert witness

testimony.

PROFESSIONAL EXPERIENCE

American Acquisition Group (AAG) 2018 to present

Senior Appraiser. AAG acquired the RTD Group in April of 2018

RTD Group, 2008 to 2018

Promoted through multiple positions at a nationally recognized licensed Real Estate and Engineering Corporation, serving public and private clients in Florida.

Vice President, February 2017 to 2018

Deliver professional transportation and engineering services, planning and right-of-way acquisition and appraisal services. Responsible for managing acquisition projects, marketing, client development, contract negotiations, technical and administrative appraisal reviews and mediation reports. Provide eminent domain and expert witness testimony.

Right of Way Director, 2009 – February 2017

Managed appraisals, acquisition projects, cost estimates for concepts, planning, budgets and PD&E. Assisted legal departments, marketing, bids and proposal preparation. Attended public meetings representing ROW projects. Prepared land planning reports to support appraisal reports for Florida Department of Transportation (DOT) and Internal Revenue Service (IRS). Supervised acquisition and relocation agents. Testified as an appraisal expert in Order of Taking hearings and assisted in hearings and litigation support.

Senior Appraiser, Right-of-Way Department, Florida's Turnpike Enterprise, 2008 – 2009

Responsible for managing appraisal projects, cost estimates for concepts, planning and PD&E, preparation of appraisal reports and technical and administrative appraisal reviews. Delivered mediation reports and attended public meetings and hearings as right-of-way appraisal expert and assisted legal department. Participated on value engineering teams making recommendations on proposed ROW that has resulted in substantial savings to the agency.

Orange County Real Estate Management Division, 1986 – 2008

Review Appraiser, 1992 – 2008

Supervised appraisal projects, appraisals, appraisal review, cost estimates, appraisal bid scopes and litigation support. Prepared reports for mediation and attended as a participant. Served as a supervisor for the Public Information Call Center Emergency Operations Center during times of natural disasters.

Staff Appraiser, 1990 – 1992

Conducted appraisals, appraisal reviews, cost estimates and litigation support.

Years of Experience: 35

Education:

University of Central Florida
Bachelor of Science Degree in
Business Administration majoring in
Finance, 1983

Licensure/Certification:

FL State-Certified General Real Estate
Appraiser – RZ2405

FL RE Broker – BK149670

Designations / Affiliations

IRWA, Chapter 26 International
Director - Current

IRWA, Senior Right of Way
Professional (SR/WA)

Acquisition Agent, 1986 – 1990

Acquired properties for Orange County. Public Works Division road projects, intersection improvements, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites.

GOVERNMENT AGENCIES SERVED

- City of Tampa
- City of St. Petersburg
- Longboat Key
- Manatee County
- Hernando County
- Orange County
- Sumter County
- Osceola County
- Pasco County
- Pinellas County
- Tampa International Airport (TPA)
- Central Florida Expressway Authority (CFX)
- Hillsborough Area Regional Transit Authority (HART)
- Tampa Hillsborough Expressway (THEA)
- Florida DOT Districts 1, 2, 7
- Florida's Turnpike Enterprise, statewide

ADDITIONAL EXPERIENCE

Current Town of Astatula Councilman. Provide direct supervision of employees and the running of the Town. Responsible for all aspects of running the day-to-day business of the Town including the annual budget and setting the City's property tax rate.

Council Member for the Town of Astatula. Led an initiative to update of the land use codes and zoning regulations. Was instrumental in hiring a town engineer and a new town attorney.

Broker Associate, Phyllis B. Cross Realtor. Sale and leasing of properties, conducted title searches, cleared title defects, researched easements to determine legal access to properties.

Military Intelligence Aerial Image Interpreter, U.S. Army. Provided aerial photography interpretations and mapping. Squad Supervisor stationed at Fort Hood, Texas. Held a Top Secret Clearance.



CITY OF DESTIN
OFFER AND PURCHASE AGREEMENT

AGENCY: City of Destin
PROJECT: Destin Connector
COUNTY: Okaloosa
PARCEL NO.: Anna St. & Benning Dr.

Seller: George B. Winton

Buyer: City of Destin

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Property Tax ID No. 00-2S-22-5555-0000-0020

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: None

(d) Personal property described as: None.

(e) Outdoor Advertising Structure(s) Permit Number(s): None.

Property owned by others described as: None.
is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) Real Property

Land/Improvements	1. \$	<u>752,450.00</u>
Real Estate Damages	2. \$	<u>0.00</u>
(Severance/Cost-to-Cure)		<u>0.00</u>
Incentive Offer	3. \$	<u>0.00</u>

Total Real Property	4. \$	<u>752,450.00</u>
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(b) Total Personal Property	5. \$	<u>0.00</u>
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Total Purchase Price	(Add lines 4 and 5)	\$	<u>752,450.00</u>
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(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.	\$	<u>752,450.00</u>
---	----	--------------------------

(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.	\$	<u>0.00</u>
---	----	--------------------

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to

SAW



Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.

- (c) Seller shall maintain the property described in **Section I** of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (f) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (g) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no agreements or representations, shall be binding on the parties.
- (h) Other:

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance and approval by City of Destin, FL.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

Seller(s)

George B. Winton 06/03/2022 4:32 PM EDT
Signature _____ Date _____
George B. Winton
Type or Print Name under signature

Signature _____ Date _____
Type or Print Name under signature

Buyer

City of Destin
BY: _____
Signature _____ Date _____

City of Destin Consultant Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this _____ day of _____, 20____.

BY: _____
Signature _____ Date _____
Type or Print Name and Title under signature

This document delivered by _____ Date _____
This document received by _____ Date _____

SNW



SIGNATURE ADDENDUM

SELLER(S):

Signature Date

Type or Print Name under signature

Signature Date

Type or Print Name under signature

Signature Date

Type or Print Name under signature

Signature Date

Type or Print Name under signature

Signature Date

Type or Print Name under signature

Signature Date

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Signature Date

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Signature Date

Type or Print Name under signature

Signature Date

Type or Print Name under signature

APPRAISAL REPORT

Parcel 1-Winton

located in
City of Destin, Okaloosa County, Florida

Value as of August 5, 2021

Prepared for

Marsha Hayes, SR/WA
Hayes Consulting Services, LLC
Post Office Box 796
Chipley, Florida 32428

Prepared by

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser, RZ2405
American Acquisition Group
711 North Sherrill Street, Suite B
Tampa, Florida 33609
scross@americanacquisition.com
407-883-6288

CERTIFICATE OF VALUE

Project Name: Destin Bypass Road Phase I
County: Okaloosa
Parcel No.: Parcel 1-Winton

1. The statements of fact contained in this appraisal 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. I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved.
4. I have performed no services, as an appraisal 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. My compensation for 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 stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My analyses, opinions or conclusions were developed, and this appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant real property appraisal assistance to the person signing this report.
9. I understand that this appraisal is to be used in connection with the purchase of lands by the City of Destin for the Destin Bypass Road project.
10. This appraisal has been made in conformity with appropriate State laws, regulations, policies, and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of Pinellas County, and I will not do so until so authorized by them, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal and all maps, data, summaries, charts, and other exhibits collected or prepared under this agreement shall become the property of Pinellas County without restriction or limitation on their use.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the property appraised as of the 5th day of August 2021, is: \$632,500.
Market value should be allocated as follows:

LAND AREA: (Acres) 1.1 ac
LAND USE: (HABU as vacant) Residential

FINAL CONCLUSION OF MARKET VALUE: \$632,500

August 11, 2021
DATE



Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405

TABLE OF CONTENTS

INTRODUCTION AND PREMISE OF THE APPRAISAL

Certificate of Value	2
Table of Contents	3
Qualifying and Limiting Conditions	4
Summary of Salient Facts and Conclusions.....	6
Type of Appraisal and Report Format	7
Purpose, Intended Use, Intended User of the Appraisal	7
Definition of Market Value.....	7
Property Rights (Interest) Appraised	7
Scope (Extent of Process of Collecting, Confirming, and Reporting Data)	8
Appraisal Problem	9

PRESENTATION OF DATA

Identification of Property and Legal Description	9
Neighborhood Area Analysis.....	10
Description of Property, Photographs and Sketches.....	12
Zoning, Land Use Plan, Concurrency	17
Assessed Value, Taxes and Special Assessments.....	18
History of Property	18
Exposure Time	18
Public and Private Restrictions	19

ANALYSIS OF DATA AND CONCLUSIONS

Highest and Best Use Analyses	19
Highest and Best Use Conclusion.....	20
Approaches to Value Used and Excluded.....	21
Sales Comparison Approach.....	21
Reconciliation and Value Conclusions	24

ADDENDUM

Okaloosa County Property Appraiser Property Card
Sales Map
Comparable Land Sale Data Sheets
Qualifications of Appraiser

QUALIFYING ASSUMPTIONS AND SPECIAL CONDITIONS

The appraisal herein and valuation found is conditioned on the following:

1. The legal description referred to in this report was based on information furnished by the client and is assumed to be correct.
2. Ownership data is based on Okaloosa County Property Appraiser's website and the client and is assumed to be correct.
3. It is assumed that the title to the property is good and marketable. Further, the property is appraised as owned in fee simple and as if unencumbered by mortgages, taxes or other indebtedness.
4. The parent tract land size reported was based on the sketch and legal, the plats and property appraiser's records and the client. The maps and sketches contained in the appraisal report are included to assist the reader in visualizing the property, and we assume no responsibility for their accuracy.
5. No guarantee is made as to the reliability of information, estimates and opinions of others furnished to the appraiser and used in preparing this report were assumed to be reliable and true and correct. Reasonable effort was made to confirm this information. However, no liability is assumed on account of errors or inaccuracies of such estimates or opinions.
6. No liability is assumed on matters of legal character affecting the property.
7. No information was made available as to the underlying soil conditions. It is assumed that the soil conditions are satisfactory for the development or continued use of the property to its highest and best use.
8. The estimate of physical condition of the various improvements appraised, if any, was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of same.
9. The appraisal report covers the premises described only. No figures, analyses or unit values set out herein are to be construed as applicable to any other property.
10. No environmental risk audit for the subject property or surrounding lands has been provided for our use. However, this appraisal specifically assumes no environmental hazards or contamination, including radon, exists on or around the subject property.
11. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and zoning laws, unless non-compliance is stated, defined and considered in the appraisal report.
12. The appraiser is not required to give expert testimony or attend court by reason of the appraisal with reference to the subject property unless previous arrangements have been made.

13. Fee for investigation and report is not contingent upon the values found.
14. Contract for appraisal is completed upon the delivery of the Certificate.
15. Neither all nor part of the contents of this appraisal shall be conveyed to the public through advertising, public relations media, news, sales or other without the prior written consent and approval of the author, particularly as to valuation conclusions and the identity of the appraiser.
16. The Competency Provision of the Uniform Standards of Professional Appraisal Practice requires an appraiser to identify the appraisal problem prior to accepting the assignment and have the knowledge and experience to complete the assignment competently or take appropriate steps to become competent to complete the assignment. As detailed in the statement of qualifications, the appraiser has adequate knowledge and experience to complete the appraisal assignment. Furthermore, no facts or conditions have been discovered during the preparation of this appraisal that indicates any change in the assignment as previously conceived.

SPECIAL LIMITING CONDITIONS

17. The appraisal report is presented in a Narrative Report format in accordance with the Uniform Standards of Professional Appraisal Practice. As such, sufficient information is presented in each report to enable the client and other intended users, as identified, to understand the report properly. The client is Marsha Hayes, SR/WA of Hayes Consulting Services, LLC representing the City of Destin.

18. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. The value estimated is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

Hypothetical Condition

“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. - None

Extraordinary Assumption

“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.” - None

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type:	Future Residential Development
Existing Use:	Vacant
Property Owner Name:	George B. Winton
Mailing Address:	1917 Millbrook Dr. Johnson City, TN 37604-1485
Property Location:	Located on the west side of Anna St. and the east side of Benning Dr. in Destin, FL 32541
Okaloosa County Property Appraiser Tax I.D. Number:	00-2S-22-5555-0000-0020
Lot Size:	1.1 acres
Future Land Use:	MDR, Medium Density Residential by Destin, FL
Zoning:	MDR-V, Medium Density Residential-Village, by Destin, FL
Highest and Best Use:	Future Residential Development
Property Inspection Dates:	August 5, 2021
Present at Inspection:	Stephen J. Cross, SR/WA. Email from George Winton georgewinton@comcast.net on 8/1/2021. By phone/email, 8/2/2021 Jim Ball with Century 21, Destin, jimballllc@gmail.com, 850-685-2925
Extent of Inspection:	The extent of the field inspection during the formal property inspection included an inspection of the parent tract from the roadways.
Date of Value:	August 5, 2021
Date of the Report:	August 11, 2021
Estimated Market Value(s) of the Subject Property:	\$632,500

TYPE OF APPRAISAL AND REPORT FORMAT

This analysis is in an Appraisal Report format in conformity with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

The Appraisal Report will consider the subject property as currently improved with a townhome. A discussion of the subject as vacant and as currently improved will be in the highest and best use section of the report. Therefore, only the Sales Comparison Approach “as improved” will be utilized for the valuation of the parent tract.

APPRAISAL PURPOSE, INTENDED USE, AND INTENDED USER OF THE APPRAISAL

The purpose of this appraisal is to estimate market value of the subject property. The intended use is for acquisition of the subject for City of Destin’s roadway project. The intended user of the appraisal is Marsha Hayes, SR/WA with Hayes Consulting Services, LLC.

DEFINITION OF MARKET VALUE

The source of the definition of Market Value is the Florida Supplemental Standards (Florida State Road Department v. Stack, 231 So. 2d 859 Fla., 1st DCA 1969):

“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.”

PROPERTY RIGHTS (INTEREST) APPRAISED

The interest appraised is the Fee Simple Estate. Fee Simple Estate is defined as “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”.¹ This interest considers all easements and restrictions of record.

Public and Private Restrictions:

I have found no public or private restrictions which would appreciably affect the value of title to, or the marketability of, the subject property.

Encumbrances:

None known that are estimated to have a measurable net impact on the marketability or utility of the subject property.

Non-Realty Items Appraised

None.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010 Edition, page 78

SCOPE OF APPRAISAL ANALYSIS

The scope of work provides the necessary research and analysis to prepare an appraisal report that will produce credible assignment results in accordance with its intended use, the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

Professional appraisal assistance and sub-consultants if used are named in the Addendum to Certificate of Value. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated within the appraisal report.

Appraisal Report Presentation

The reporting presentation is an Appraisal Report, which complies with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The Appraisal Report will consider the subject as improved with a townhome. It presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinions of market value.

Valuation Methodology (Applicable Approaches)

I have utilized the Sales Comparison Approach to value the subject. The Income Capitalization Approach was not applicable in the valuation of the subject vacant property.

Inspection of Subject Property

The formal property inspection consisted of inspecting the subject property as well as photographing the subject.

Data Collected, Confirming and Reporting

Numerous resources were relied on for data research and pertinent information of the subject property. These include:

- maps provided by client.
- Public records and online resources of various counties and other websites and services.

Within appropriate areas of the appraisal report, the above information is reported. Market data sheets were prepared with the information obtained during the research and verification process and are included in the Addenda of this appraisal.

APPRAISAL PROBLEM

The appraisal problem consists of estimating the market value of the subject parent tract, located at Anna St. and Benning Dr. in Destin, Florida. The subject is currently a vacant 1.1 ac parcel.

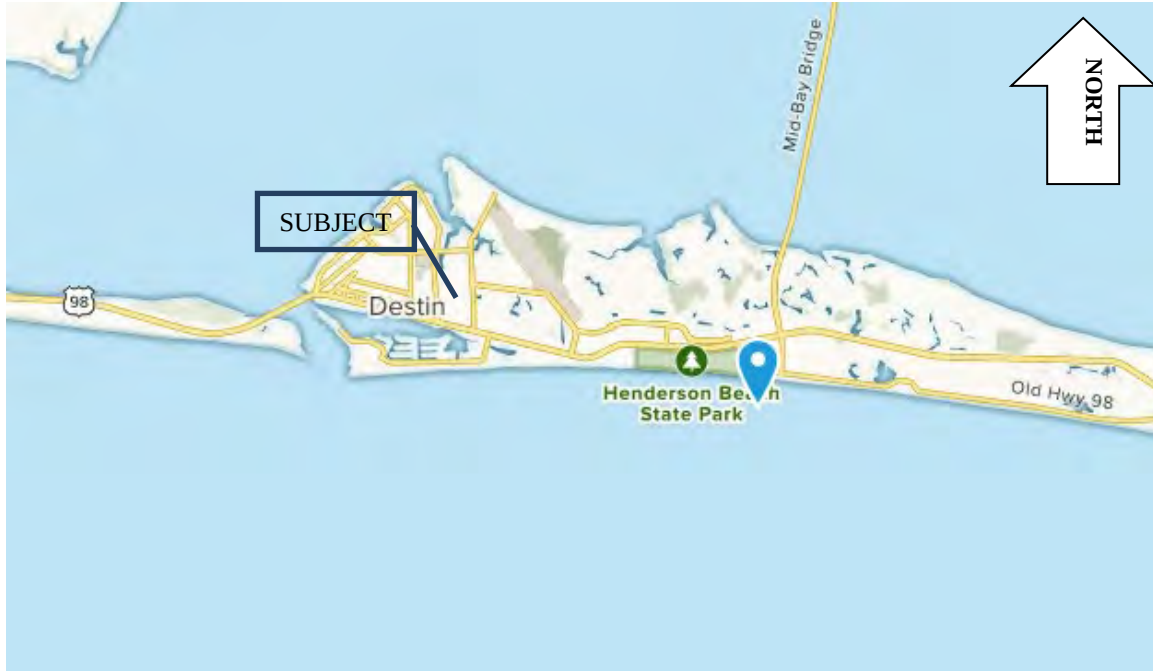
IDENTIFICATION OF PROPERTY AND LEGAL DESCRIPTION

The subject property is located in the City of Destin, Florida. The property is located at Anna St. and Benning Dr. in Destin, FL. It is further identified as part of Okaloosa County Tax I.D. 00-2S-22-5555-0000-0020

Block H-7, except the North 300 feet thereof, Calhoun's Subdivision of addition to Destin, Okaloosa County, Florida, according to the plat recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.



NEIGHBORHOOD AREA ANALYSIS



Intended users of this appraisal report are considered familiar with the subject property's location, neighborhood, market area, and the greater Panhandle area of Florida.

The city of Destin is located on a peninsula separating the Gulf of Mexico from Choctawhatchee Bay. The peninsula was originally an island; hurricanes and sea level changes gradually connected the island to the mainland.

Destin is near several other cities in the region. The city of Fort Walton Beach is located to the west at the inlet of Santa Rosa Sound into Choctawhatchee Bay. North of Destin, across the bay is Niceville, with the Mid Bay Bridge linking the two by road. U.S. Route 98 is the main route through the city, running from west to east. U.S. Route 98 leads east 56 mi to Panama City and west 48 mi to Pensacola. Eglin Air Force Base and Hurlburt Field are located just west of Destin.

At the western tip of the peninsula is East Pass (also known as Destin Pass), separating it from Santa Rosa Island to the west. East Pass is the only outlet of Choctawhatchee Bay into the Gulf of Mexico. Frequent dredging is required to keep East Pass navigable.

As of the census of 2000, there were 11,455 people, 4,437 households, and 3,135 families residing in the city. The population density was 1,477.1 inhabitants per square mile. There were 10,599 housing units at an average density of 1,408.0 per square mile. The racial makeup of the city was 96.21% White, 0.37% African American, 0.40% Native American, 1.03% Asian, 0.08% Pacific Islander, 0.37% from other races, and 1.54% from two or more races. Hispanic of any race were 2.66% of the population.

24.8% of households had children under the age of 18 living with them, 53.0% were married couples living together, 8.0% had a female householder with no husband present, and 35.7%

were non-families. 27.4% of all households were made up of individuals, and 8.5% had someone living alone who was 65 years of age or older. The average household size was 2.26 and the average family size was 2.72.

The median age was 42 years. For every 100 females, there were 101.8 males. For every 100 females age 18 and over, there were 100.4 males.

The median income for a household in the city was \$53,042, and the median income for a family was \$60,498. Males had a median income of \$42,218 versus \$26,146 for females. The per capita income for the city was \$32,048. About 3.0% of families and 5.5% of the population were below the poverty line, including 6.2% of those under age 18 and 2.0% of those age 65 or over.

The white beaches and emerald waters of the Destin area draw many tourists. Florida's Department of Environmental Protection estimates that more than 80 percent of the Emerald Coast's 4.5 million yearly visitors travel to the region to visit Destin. Visitors can charter fishing vessels from the harbor, and there are 12 beach access points in the city. Among the access points is Henderson Beach State Recreation Area. A portion of the Gulf Islands National Seashore, the Okaloosa Day Use Area, is just across East Pass on Santa Rosa Island.

In addition to an assortment of hotels and motels, many high-rise condominiums are located in Destin. The first condominiums in Destin were built in the 1970s, and construction continues today. Visitors play a large part in Destin's economy – the city's population of around 12,000 balloons to 40,000 during the tourist season.

Real Estate in Destin, Florida is consumed in large part by privately owned vacation rentals. The privately-owned vacation rentals that can be found in Destin consist of condominiums, beach homes, townhomes, resorts, studios, cottages, and a few bungalows. Most vacation properties are found on the south side of US Hwy 98 near the Gulf, while most locals live on the northern side of US Hwy 98 by the Choctawhatchee Bay.

DESCRIPTION OF THE PROPERTY

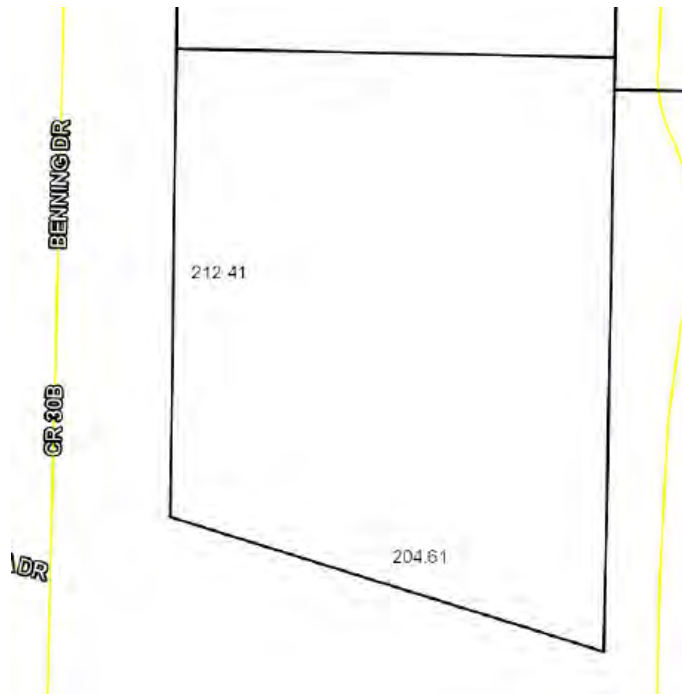
Property Type: Future Residential Development

Existing Use: Vacant

LAND

Site Size: 1.1 ac

Shape/Dimensions: Please refer to parcel sketch

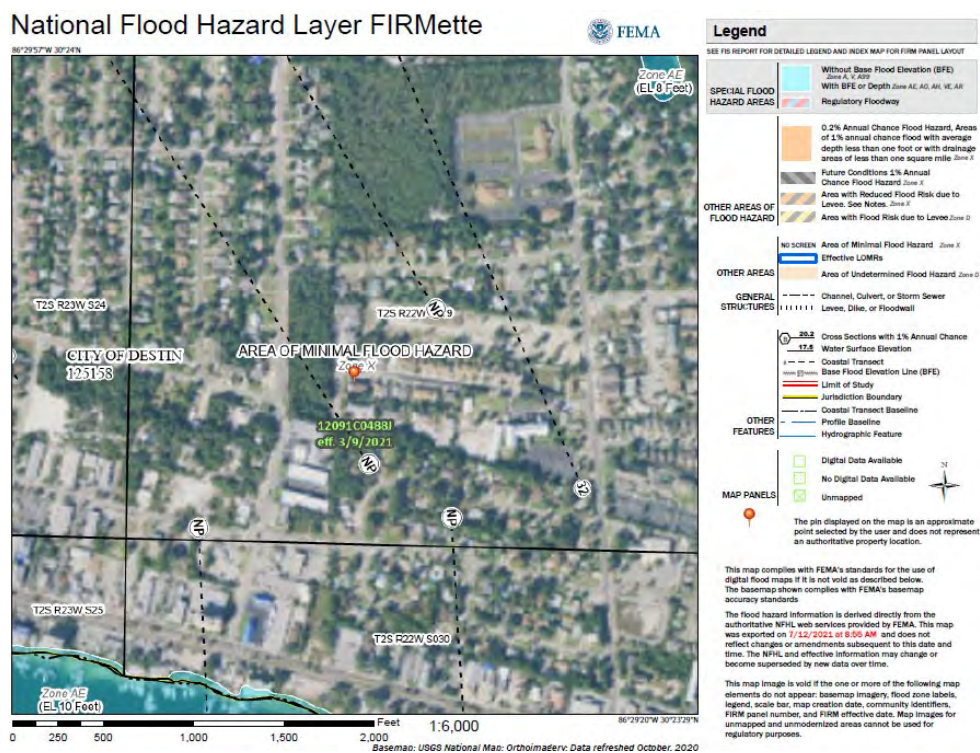


Ingress/Egress: The subject property currently has access from the west side of Anna St. and the east side of Benning Dr.



Topography: The site is generally level and even with the abutting road/access grade.

Flood Plain Data: FEMA FIRM PANEL # 120291C04881, dated 3/9/2021. The subject site is located in a Flood Zone "X", which is an area determined to be outside the 0.2% annual chance floodplain.



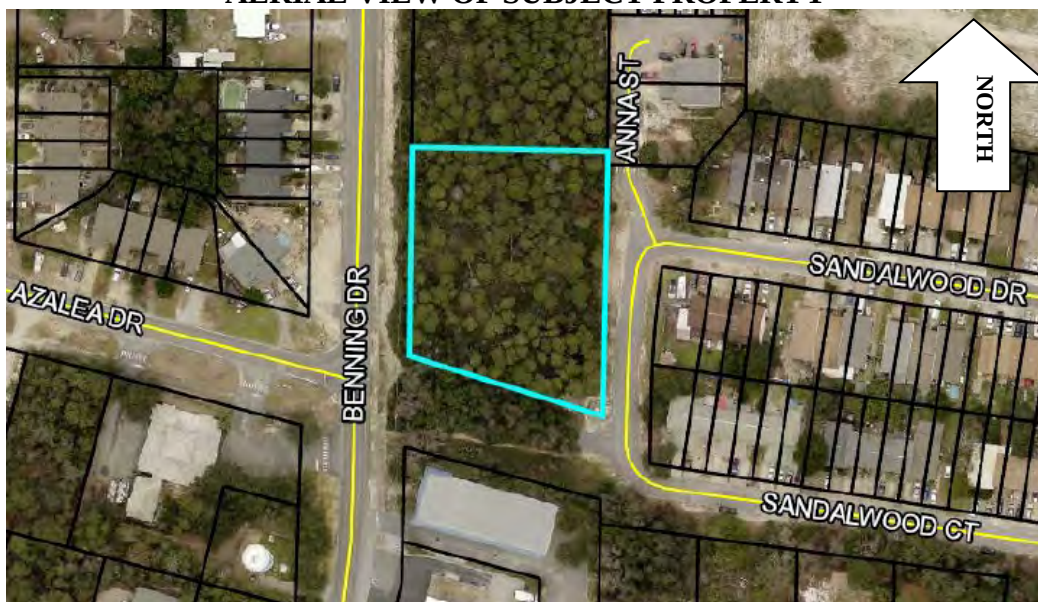
Drainage: Drainage of the subject site appears adequate with no on-site storm water retention facility noted.

Soil Conditions: A soil survey has not been performed. No significant natural wetland areas were noted. Based on the observation of significant improvements on nearby sites, it is estimated that there are no adverse soil conditions present.

Utilities Available: Public water and sewer

Easements: None Known

AERIAL VIEW OF SUBJECT PROPERTY



Not to Scale

SUBJECT PROPERTY PHOTOGRAPHS

(All photos taken August 5, 2021, by Stephen Cross, SR/WA)



Looking at the Subject from across Benning Drive



Subject on left, Looking along Anna Street



Subject on right, Looking along Anna Street

ZONING AND FUTURE LAND USE

Zoning:

MDR-V, Medium Density Residential-Village, by Destin, FL

- E. *Medium Density Residential - Village (MDR - V)*. The Medium Density Residential - Village zoning district implements Future Land Use Element Policy 1-2.2.3, Medium Density Residential of the Comprehensive Plan within the Village, Town Center CRA and Harbor CRA Planning Areas.
1. Purpose and intent. The Medium Density Residential - Village zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached or multi-family attached residential dwelling units. It is the intent of the MDR - V 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.
 2. Principal, accessory and conditional uses. Permitted, accessory and conditional uses shall include those listed in Table 7-2, Table of Allowable Uses.
 3. Performance standards. For lot area, lot width, lot depth, height, setback, density, floor area ratio, and open space standards, please refer to Table 7-3, Table of Dimensional Regulations.

Future Land Use:

MDR, Medium Density Residential by Destin, FL

Policy 1-2.2.3: Medium Density Residential (MDR). Areas designated "MDR" shall be developed, redeveloped and/or maintained and conserved as stable single-family (SF) or multiple-family (MF) long-term residential uses. Land designated "MDR" within the Village Planning Area (VPA) and the CRA, shall not be allowed to develop or redevelop short-term residential uses or nonresidential uses. However, lots and parcels designated "MDR" that are located within the Holiday Isle Planning Area (HIPA) shall be allowed to develop and/or maintain short-term residential uses, but not nonresidential uses. Based on established patterns of residential development within the Village, Holiday Isle, and the CRA (except the Town Center) Planning Areas, the following maximum development standards shall be applied to future development within "MDR" designated areas:

TABLE 1-3: GENERAL DEVELOPMENT STANDARDS FOR "MDR" DESIGNATED LAND			
Use	Max. Height	Max. Density (units/acre)	Max. Floor Area Ratio
Single-Family Residential	35'3 stories*	Up to 5.81	N/A
Multi-Family Residential	35'3 stories	Up to 9.90	N/A

*Holiday Isle - 30'3 stories

The zoning map designation shall delineate policy for allocating specific densities on land designated "MDR" based on established patterns of land development and based on adopted Comprehensive Plan goals, objectives, and policies. Review of specific densities of developments shall be directed toward preserving stability of established residential areas. Sites designated "MDR" should be located and developed in a manner that ensures a smooth transition between lower density residential areas and areas developed and/or designated for other more intense uses. Generally, medium density areas should be located between the perimeters of low density residential areas, high density residential areas, and/or commercial or mixed use designations.

ASSESSED VALUE AND TAXES

Tax ID #: 00-2S-22-5555-0000-0020

2020 Market Values:

Land Value	\$423,542
Building Value	\$ -0-
Just (Market) Value	\$423,542
Assessed Value:	\$423,542
LESS: Exemption	(\$ -0-
Taxable Value:	\$423,542

HISTORY OF THE PROPERTY (LAST 5 YEARS)

Subject property has sold within the last 5 years Yes { } No { X }

Jim Ball stated that the subject is under contract. He did not provide a sales contractor or state the contract price. An MLS listing of the subject was provided. The listing showed the subject as 1.12 acres and it included an additional 0.27 acres for a listing price of \$850,000 or \$14.04 per square foot.

EXPOSURE TIME ANALYSIS

Exposure time is defined as the estimated length of time the property being appraised would have been offered on the market, prior to any hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate of value based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of an appraisal.

The value conclusions presented in this appraisal report consider a typical exposure time of approximately 6 to 12 months to have expired prior to the effective date of this appraisal. This estimated exposure time for the subject property is based on the time required to market and sell properties similar to the subject in the subject market area. Information in this regard was obtained

through verification of sales data, collection of general market data for analysis of neighborhood trends, and in interviews with local active real estate brokers and salespersons.

PUBLIC AND PRIVATE RESTRICTIONS

Public Restrictions: None known that materially impact the utility of the property.

Private Restrictions: None known that materially impact the utility of the property.

HIGHEST AND BEST USE ANALYSIS

The Highest and Best Use of:

Land as Vacant - Development as allowed under the MDR-V, Medium Density Residential-Village zoning.

Property as Improved - N/A

The most fundamental premise upon which market value is based is the theory of highest and best use. In conjunction with the theory of highest and best use, a generally accepted definition of the term has been developed. The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, 2010, page 93, defines highest and best use as:

“The reasonably probable and legal use of vacant land or an improved property, which 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 productivity.”

In estimating highest and best use, there are four basic stages of analysis. They are:

1. Physically Possible Uses - What uses of the site are physically possible?
2. Legally Permissible Uses - What uses are permitted by current (or potential) zoning regulations and/or private restrictions on the site?
3. Financially Feasible Uses - Which possible and permissible uses will produce a net return to the owner of the site?
4. Maximally Productive Use - Among the feasible uses, which use will produce the highest net return or the highest present worth as of the effective date of the appraisal.

Analysis of Land as if Vacant

Physically Possible

The subject property is located on the west side of Anna St. and the east side of Benning Dr. in Destin, Florida. The property consists of 1.1 acre of land area. The subject site is of a size and dimensions that would allow it to be developed with many of the permitted uses that would be legally permissible under the MDR-V, Medium Density Residential-Village zoning.

Legally Permissible

From a legally permissible standpoint, the zoning and land use plan are the primary determinates of the uses that will be placed on the land in the absence of deed restrictions and other legal limitations. The subject is zoned MDR-V, Medium Density Residential-Village with a Future Land Use of MDR, Medium Density Residential by Destin, Florida. It would be legally permissible to develop this property with a use as allowed by the subject's zoning of MDR-V, Medium Density Residential-Village.

Financially Feasible

Financial feasibility of a proposed use can be seen as a function of supply and demand factors in the marketplace as well as general economic conditions. Financially feasible uses produce an income or return that is equal to, or greater than, the amount needed to satisfy operating expenses, financial obligations, and capital requirements. The nature of the surrounding neighborhood and the market reception of similar uses can often provide a good overall indication of the feasibility of such uses.

There are numerous examples of similar residential type uses in the immediate area of the subject property.

In summary, it is estimated that it would be financially feasible to develop the subject site with a use as allowed by the MDR-V, Medium Density Residential-Village zoning.

Maximally Productive

The maximally productive use of the site should produce the highest present value to the property. If properly priced, there appears to be a base level of market demand in the neighborhood for land that is suitable for development with a use as allowed under the MDR-V, Medium Density Residential-Village zoning district.

Analysis as Improved

None, the subject is vacant

HIGHEST AND BEST USE CONCLUSION(S)

The highest and best use of the subject site, as if vacant, is estimated to be its development with a use as allowed by the MDR-V, Medium Density Residential-Village zoning district.

APPROACHES TO VALUE USED AND EXCLUDED

All three conventional approaches to value were considered and evaluated for their applicability to the subject property. The approaches considered were the Cost Approach, Sales Comparison Approach, and the Income Approach.

The Sales Comparison Approach (as improved) was considered applicable to the valuation of the subject property. The Cost Approach and Income Approach were considered inappropriate as buyers and sellers do not consider these approaches in their buying and selling decisions of townhomes. Sufficient market data was available in order to utilize the Sales Comparison Approach.

SALES COMPARISON APPROACH

The sales comparison approach, also referred to as the market approach, is the appraisal technique which produces an estimate of value of the subject property by comparing it with other similar properties of the same type, or highest and best use which have sold recently or are currently offered for sale in the same or competing neighborhoods. These sales are analyzed on a price per square foot of living area basis.

The value of the subject property will be reconciled based upon the adjusted sales price per square foot of building area by the market approach. The market approach is based upon the economic principle of substitution; that a buyer will pay no more for a property than the cost to acquire one of equal attractiveness or utility. The following sales indicate a tight range of sales price per square foot of building area.

Comparable Sale 1 sold on July 8, 2021 for \$225,000 and was the sale from Illinois Ideal Electric, Inc. to Shane Cannon. The property is located on Cedar Street in the City of Destin, Florida. The property consists of 0.45 acres vacant parcel that is zoned ROI-V. This sale indicates an unadjusted unit price of \$11.48 per square foot.

Comparable Sale 2 sold on April 6, 2021 for \$420,000 and was the sale from Old Town Cottages Development, LLC to Rick Boutin, Brad Shoults and Larry O'Bryan. The property is located at 138 Calhoun Ave. in the City of Destin, Florida. The property consists of 1.00 acre vacant parcel that is zoned CMUV. This sale indicated an unadjusted unit price of \$9.64 per square feet.

Comparable Sale 3 sold on February 23, 2021 for \$800,000 and was the sale from Seaside Acquisition Group, LLC to JAB Holdings, LLC. The property is located at 130 Lola Circle in the City of Destin, Florida. The property consists of a 1.39 acre vacant parcel that is zoned ROI-VR. The property was approved for 12 townhomes at the time of the sale. The sale indicates an unadjusted unit price of \$13.21 per square foot.

SALES SUMMARY

Sale No.	Subject	Sale 1	Sale 2	Sale 3
Instruction No.		BK: 3559 PG: 4306	BK: 3537 PG: 4788	BK: 3530 PG: 4636
Date of Sale		July 8, 2021	April 6, 2021	February 23, 2021
Sales Price		\$225,000	\$420,000	\$800,000
Location	Anna/Benning	Cedar St.	138 Calhoun Ave.	130 Lola Cor.
Lot Size (ac)	1.1 ac	0.45 ac	1.00 ac	1.39 ac
Zoning/Land Use	MDR-V/MDR	ROI-VR/ROI	CMUV/CMUV	ROI-VR/ROI
Sales Price per SF		\$11.48	\$9.64	\$13.21
ADJUSTMENTS				
Market		Similar	Similar	Similar
Conditions/Time		0%	0%	0%
Adj. For Market		\$11.48	\$9.64	\$13.21
Conditions/Time				
COMPARISONS:				
Location		Similar	Similar	Similar
		0%	0%	0%
Lot Size/Shape Land		Inferior	Similar	Similar
		-5%	0%	0%
Zoning/FLU		Similar	Inferior	Similar
		0%	-5%	0%
Quality/Condition		Similar	Similar	Similar
		0%	0%	0%
Site Improvements		Similar	Similar	Similar
		0%	0%	0%
Net Adjustments		-5%	-5%	0%
Adj. Sales Price Per		\$10.91	\$9.16	\$13.21
Square Foot				

Adjustments:

Market Conditions/Time:

The sales were considered similar to the subject in market condition and time, and no adjustment was necessary.

Location:

The focus of my sales search was to locate properties with similar size, location highest and best use, and characteristics to the subject's.

The sales were located in the City of Destin in areas that were considered similar to the subject which warranted no adjustment for location.

Size/Shape:

The subject site contains 1.1 ac. On a unit comparison based on a per square foot or per acres as land size increases, typically the unit value decreases and vice versa. Sale 1 was smaller in size to the subject and was considered slightly superior requiring a downward adjustment. Sales 2 and 3 were considered similar in size to the subject requiring no adjustment.

Zoning:

Each of the sales zoning were considered generally similar to the subject with the Sale 2 being considered slightly superior allowing a small amount of commercial use with a slight downward adjustment warranted. Sales 1 and 3 were considered similar to the subject with no adjustment warranted.

Quality/Condition:

All the Sales were considered similar to the subject with no adjustment warranted.

Summary and Conclusion

Prior to consideration of any adjustments, the comparable sales indicate a range of unit values of between \$9.64 sf and \$13.21 sf of land area for the subject. The quantity and quality of the data is considered sufficient to provide for a reliable indication of value for the subject. Each sale is considered to reflect a potential alternative for a market participant.

After making appropriate adjustments, the range of unit values indicated by the comparable sales is between \$9.16 sf and \$13.21 sf. The average of all the indicated values is \$10.99 sf and the median value indication is \$10.91 sf.

Each of the sales has some characteristics that are more closely comparable to that of the subject than the other sales utilized, essentially providing for a well-rounded analysis of the characteristics of the subject property. To arrive at an indication of value, I have considered each of the comparable sales and their characteristics and qualities as they relate to the subject. An

overall unit price of \$13.20 per square foot was concluded. In conclusion, it is estimated that a "fair market" unit value of \$13.20 per square foot is appropriate for the subject site.

The market value of the subject site, as vacant land, is estimated as follows:

$$\text{\$13.20 per sf} \times (1.1 \text{ ac} \times 43,560) = \text{\$632,491 rounded to \$632,500}$$

RECONCILIATION OF VALUE INDICATIONS AND FINAL VALUE ESTIMATE

Cost Approach Not Used	Not Used
Sales Comparison Approach "Land & Affected"	\$632,500
Income Capitalization Report Not Used	Not Used

FINAL CONCLUSION OF MARKET VALUE

\$632,500

ADDENDA

OKALOOSA COUNTY PROPERTY APPRAISER PROPERTY CARD



Okaloosa County Property Appraiser

Parcel Summary

Parcel ID 00-25-22-5555-0000-0020
Location Address DR
 DESTIN 32541
Neighborhood DESTIN (222100.00)
Brief Tax Description* SUMMERFELL AT OLD TOWN LOT 2
**The Description above is not to be used on legal documents.*
Property Use Code VACANT (000000)
Sec/Twp/Rng 00-25-22
Tax District Destin (District 10)
Millage Rate 12.5119
Acreage 0.000
Homestead N
Acreage (GIS) 1.10
Fire District N/A

[View Map](#)

Owner Information

Primary Owner
 Winton George B
 1917 Millbrook Dr
 Johnson City, TN 376041485

Valuation

	2020 Certified Values
Building Value	\$0
Extra Features Value	\$0
Land Value	\$423,542
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$423,542
Assessed Value	\$423,542
Exempt Value	\$0
Taxable Value	\$423,542
Maximum Save Our Homes Portability	\$0

Just (Market) Value description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000100	SFR	47,869.00	SF	275	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	01/20/1978	\$107,800	WD	950	354	Unqualified (U)	Vacant	WINTON GEORGE P JR & LUCILE C	WINTON GEORGE B

DEED of RECORD

This instrument prepared by: George P. Winton, Jr., 4841 Oakhill Rd.
Columbia, S.C. 29206

This Warranty Deed Made the 20th day of Jan A D 1978 by
GEORGE P. WINTON, JR. AND WIFE, LUCILLE C. WINTON BOOK 950 PAGE 594
hereinafter called the grantor, to
GEORGE B. WINTON, a married man OFFICIAL RECORDS

whose postoffice address is 23 King Street, Apt. 6, Charleston, S.C. 29401
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)
Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, re-
leases, conveys and confirms unto the grantee, all that certain land situate in OKALOOSA
County, Florida, viz:

Block H-7, except the North 300 feet thereof, Calhouns Subdivision
of addition to Destin, Okaloosa County, Florida, according to the
plat recorded in Plat Book 2, Page 43-A, Public Records of
Okaloosa County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 1977.

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

Signed, sealed and delivered in our presence:

Judy A. Howe
George Winton

George P. Winton, Jr.
Lucille C. Winton

L.S.

L.S.

STATE OF SOUTH CAROLINA
COUNTY OF Richland

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

GEORGE P. WINTON, JR. AND LUCILLE C. WINTON

to be the person so described in and who executed the
before me and they acknowledged before me that they

WITNESS my hand and official seal in the County and
State last aforesaid this 20th day of

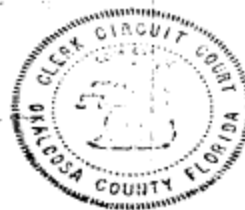
January A D 1978
Carolyn S. Kerin
NOTARY PUBLIC

MY COMMISSION EXPIRES: 15 Jan 84

SPACE BELOW FOR RECORDERS USE

45 JAN 22 1978

67 32



4.00
55
20
4.85

COMPARABLE SALES MAP & DATA SHEETS



SALE DATA SHEET – VACANT LAND		
SALE NO.: 1		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3559 PG: 4306
(b)	Grantor:	Illinois Ideal electric, Inc.
(c)	Grantee:	Shane Cannon
(d)	Date of Transaction:	7/8/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	0.45 ac Generally Rectangular Sandalwood Dr. Level and even with abutting road grade
(f)	Consideration:	\$225,000
(h)	Unit Price:	\$11.48 SF
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-3091-000J-0120
(k)	Location:	Cedar St., Destin, FL
(l)	Zoning & Future Land Use:	ROI-VR ROI by the City of Destin, FL
(m)	Present Use:	Vacant
(n)	Highest and Best Use:	Future development as allowed by zoning
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	None
(s)	Utilities:	Public sewer, water, electric and telephone
(t)	Verification:	Listing Broker, Elizabeth Belter by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyers: Unknown
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO



DEED for SALE 1

**FILE #3471075 RCD: 7/12/2021 4:38 PM, BK: 3559 PG: 4306, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,575.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA**

Prepared By and Return To:
Championship Title Agency LLC
543 Harbor Boulevard, Unit 102
Destin, FL 32541

Order No.: FL-CTA-210120-PUR

Property Appraiser's Parcel I.D. (folio) Number:
00-2S-22-3091-000J-0120

WARRANTY DEED

THIS WARRANTY DEED dated July 8, 2021, by Illinois Ideal Electric, Inc., a/k/a Illinois Ideal Electric Corporation, a Missouri corporation, whose post office address is 8816 Le Pere School Rd., Millstadt, Illinois 62260 (the "Grantor"), to Shane Cannon, a married man, whose post office address is Lot 12 Cedar St, Destin, Florida, 32541 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of OKALOOSA, State of Florida, viz:

LOT 12, FIRST ADDITION TO KELL-AIRE GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 89, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Under the laws of the Constitution of the State of Florida, the Property is not the homestead of the Grantor(s), nor the homestead of any person to whom the Grantor(s) owes a legal duty of support, nor is the Property contiguous to the homestead of Grantor(s).

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 2020

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

Signed, sealed and delivered in presence of:

Illinois Ideal Electric, Inc., a/k/a Illinois Ideal Electric Corporation

BY: Cordell M. LaBrier
Cordell M. LaBrier
President/CEO

Grantor Address:
8816 Le Pere School Rd.
Millstadt, IL 62260

Illinois
STATE OF ~~FLORIDA~~
COUNTY OF St. Clair

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 8 day of JULY, 2021, by Cordell M. LaBrier who is personally known to me, or who has produced DL as identification.

[Signature]
Notary Public
My Commission Expires: 6/28/2023
(SEAL)

[Signature]
Witness Signature

Jarvis Armstrong
Printed Name of First Witness

Nakeshia Armstrong
Witness Signature

Nakeshia Armstrong
Printed Name of Second Witness



SALE DATA SHEET – VACANT LAND		
SALE NO.: 2		
(a)	Recording Data – County: Instrument No.	Okaloosa County BK: 3537 PG: 4788
(b)	Grantor:	Old Town Cottages Development, LLC
(c)	Grantee:	Rick Boutin, Brad Shoults and Larry O’Bryan
(d)	Date of Transaction:	4/6/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	1.00 ac Rectangular 138 Calhoun Ave Level and even with abutting road grade
(f)	Consideration:	\$420,000
(h)	Unit Price:	\$9.64 SF
(i)	Type of Instrument:	Warranty Deed
(j)	Tax ID No.:	00-2S-22-0310-0000-072B
(k)	Location:	138 Calhoun Ave, Destin, FL
(l)	Zoning & Future Land Use:	CMUV CMUV by the City of Destin, FL
(m)	Present Use:	Vacant
(n)	Highest and Best Use:	Future development as allowed by zoning
(o)	Condition of Sale:	Arm’s length
(p)	Financing:	Cash to seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	None
(s)	Utilities:	Septic System, Public water, electric and telephone
(t)	Verification:	Selling Broker, Brad Shoults by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Future development
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	None



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 2

FILE #3444707 RCD: 4/8/2021 10:10 AM, BK: 3537 PG: 4788, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$2,940.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared by:
Cynthia Kelley
McNeese Title, LLC
36468 Emerald Coast Parkway, Suite 1201
Destin, Florida 32541
File Number: 21-0307CK

Warranty Deed

Made this April 6, 2021 A.D. By **Old Town Cottages Development, LLC, a Florida limited liability company**, a whose address is: 4608 Opa Locka Lane 2nd Floor, Destin, Florida 32541, hereinafter called the grantor, to **Rick Boutin, Brad Shoults and Larry O'Bryan**, whose post office address is: PO Box 5859, Destin, Florida 32540, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Parcel #1:

A portion of Lot 72, Block "D", SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, according to the plat thereof on file in Plat Book 2, Page 43-A, in the office of the Clerk of Circuit Court, Okaloosa County, Florida, described as follows:

Commencing at the Northwest corner of Lot 72; thence run in a Southwesterly direction along the Southerly Right of Way line of Calhoun Avenue a distance of 101.2 feet to the Point of Beginning; thence South 44° 13' 50" East 330 feet to a corner that is common to Lots 9 and 10, Block "D" of said subdivision on the Northerly line thereof; thence South 45° 46' 10" West 100 feet to a corner that is common to Lots 8 and 9, Block "D", of said subdivision on the Northerly line thereof; thence North 44° 13' 50" West 334 feet to the Southerly Right of Way of Calhoun Avenue; thence run in a Northeasterly direction along Calhoun Avenue a distance of 101.2 feet to the Point of Beginning.

Parcel #2:

A portion of Lot 72, Block "D", SECOND REVISION OF CALHOUNS SUBDIVISION OF ADDITION TO TOWN OF DESTIN, FLORIDA, according to the plat thereof on file in Plat Book 2, Page 43-A, in the office of the Clerk of Circuit Court, Okaloosa County, Florida, described as follows:

Commencing at the Northwest corner of Lot 72; thence run in a Southwesterly direction along the Southerly Right of Way line of Calhoun Avenue a distance of 50.6 feet to the Point of Beginning; thence South 44° 13' 50" East along a line parallel to the line dividing Lots 71 and 72, Block "D" of the aforesaid subdivision to a point on the Northerly line of Lot 10, Block "D" of said subdivision to a point which is 50 feet Southwesterly from the corner of Lot 10 which is common to Lot 11 on the Northerly line thereof; thence run South 45° 46' 10" West along the Northerly line of said Lot 10 a distance of 50 feet to the corner of Lot 10 which is common to Lot 9 on the Northerly line thereof; thence North 44° 13' 50" West and parallel to the line dividing Lots 71 and 72 to a point on the Southerly Right of Way of Calhoun Avenue; thence run in a Northeasterly direction along Calhoun Avenue to the Point of Beginning.

Being the same property deeded to Old Town Cottages Development, LLC, a Florida limited liability company, recorded September 13, 2016, in Records Book 3266, Page 590, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0310-000D-072B**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for all covenants, conditions, restrictions, reservations, limitations, easements of record, all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any, and taxes accruing subsequent to December 31, 2020.

In Witness Whereof, the said grantor has caused this instrument to be executed in its name by its duly member on the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: Cathy A. Brands
Witness Printed Name Cathy A. Brands

Old Town Cottages Development, LLC
By: Michael Shoults
Michael Shoults
Its: Manager

Witness Signature: Bennett Christopher Wray
Witness Printed Name BENNETT CHRISTOPHER WRAY

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence, this 6th day of April, 2021, by Michael Shoults the Manager of Old Town Cottages Development, LLC, on behalf of the limited liability company and who is personally known to me or who has produced current driver's license as identification.

Bennett Christopher Wray
Notary Public BENNETT CHRISTOPHER WRAY
Print Name: _____

Affix Notary Seal

My Commission Expires: _____



BENNETT CHRISTOPHER WRAY III
Commission # GG 149525
Expires October 9, 2021
Bonded Thru Budget Notary Services

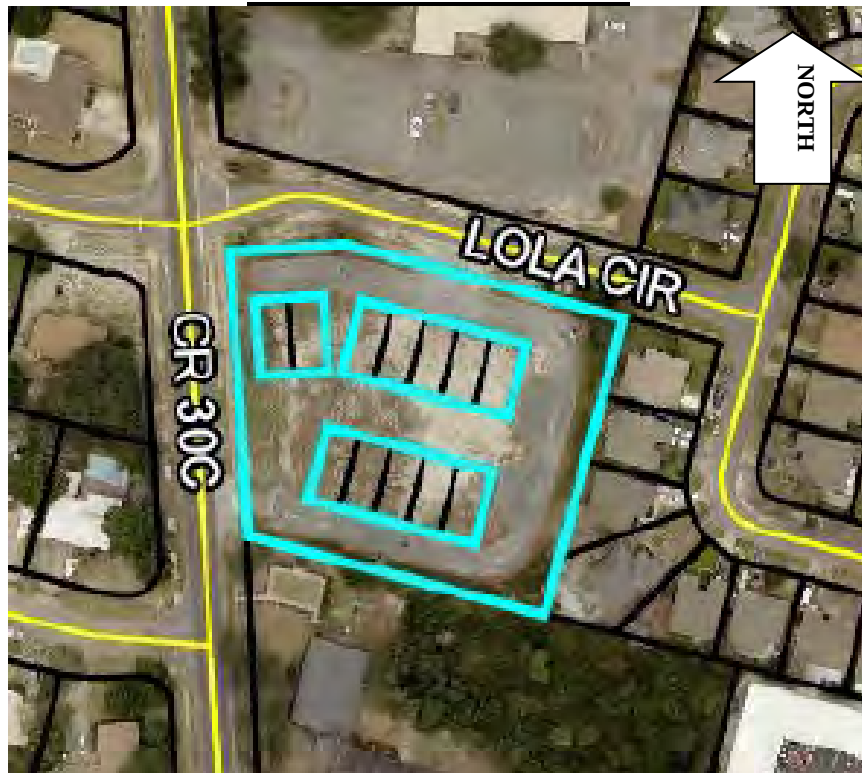
SALE DATA SHEET – VACANT LAND		
SALE NO.: 3		
(a)	Recording Data – Instrument No.:	Okaloosa County BK: 3530 PG: 4626
(b)	Grantor:	Seaside Acquisition Group, LLC
(c)	Grantee:	JAB Holdings, LLC
(d)	Date of Transaction:	2/23/2021
(e)	Date of Inspection:	August 4, 2021
(f)	Land Size: Site Shape: Site Frontage: Topography:	1.39 Generally Square Lola Circle Level and even with road grade
(f)	Consideration:	\$800,000
(h)	Unit Price:	\$13.21 sf
(i)	Type of Instrument:	Special Warranty Deed
(j)	Tax ID No.:	00-2S-22-7007-0000-0CA0, 00-2S-22-7007-0000-0010, 00-2S-22-7007-0000-0020, 00-2S-22-7007-0000-0030, 00-2S-22-7007-0000-0040, 00-2S-22-7007-0000-0050, 00-2S-22-7007-0000-0060, 00-2S-22-7007-0000-0070, 00-2S-22-7007-0000-0080, 00-2S-22-7007-0000-0090, 00-2S-22-7007-0000-0100, 00-2S-22-7007-0000-0110, 00-2S-22-7007-0000-0120
(k)	Location:	130 Lola Cir., Destin, FL
(l)	Zoning & Future Land Use:	ROI-VR ROI by the City of Destin, FL
(m)	Present Use:	Vacant
(n)	Highest and Best Use:	Future development as allowed by zoning
(o)	Condition of Sale:	Arm's length
(p)	Financing:	Cash to Seller
(q)	Encumbrances:	None noted that affect value
(r)	Improvements (sale date):	None
(s)	Utilities:	Public sewer, water, electric and telephone.
(t)	Verification:	Hunter Harman selling broker by Stephen Cross, SR/WA
(u)	Motivation of Parties:	Seller: Dispose of asset Buyer: Single-Family Residence
(v)	Cash Equivalency:	No cash equivalency analysis required
(w)	Exposure Time:	If properly priced, typically, 1 to 3 months to contract.
(x)	Days on Market:	Unknown
(y)	Remarks:	Currently approved for 12 Townhomes



STREET LEVEL PHOTO

(Photo taken by Stephen Cross, SR/WA, on August 4, 2021)

AERIAL PHOTO of SALE



DEED for SALE 3

FILE #3436245 RCD: 3/9/2021 1:57 PM, BK: 3530 PG: 4626, RECORDING: \$6.00 RECORDING ARTICLE V: \$4.00
D Doc Stmp: \$5,600.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

PREPARED BY/RETURN TO:
Sasha Eastburn
Eastburn Law Firm, PA
5365 E. County Highway 30-A Ste 105
Santa Rosa Beach, FL 32459
Consideration: \$800,000.00
Rec.: \$10.00
Tax ID No: Multiple
Our File: JAB-21114

For official use by Clerk's office only

State of Florida
County of Walton

SPECIAL WARRANTY DEED (Corporate Seller)

This Indenture, made this 23rd day of February, 2021 A.D., Between **Seaside Acquisition Group, LLC, a Florida limited liability company**, whose post office address is: 75 14th Street NE, Suite 2200, Atlanta, GA 30309, Grantor, and **JAB Holdings, LLC, a Kentucky limited liability company**, whose post office address is: 4520 Louisville Road, Bowling Green, KY 42101, Grantee.

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Okaloosa, Florida, to wit:

Legal: All of Beach Lofts, according to the map or plat thereof as recorded in Plat Book 29, Page 57, Public Records of Okaloosa County, Florida.

Parcel Identification Numbers: 00-2S-22-7007-0000-0CA0 AND

00-2S-22-7007-0000-0010, 00-2S-22-7007-0000-0020, 00-2S-22-7007-0000-0030, 00-2S-22-7007-0000-0040,
00-2S-22-7007-0000-0050, 00-2S-22-7007-0000-0060, 00-2S-22-7007-0000-0070, 00-2S-22-7007-0000-0080,
00-2S-22-7007-0000-0090, 00-2S-22-7007-0000-0100, 00-2S-22-7007-0000-0110, 00-2S-22-7007-0000-0120

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of the homestead property.

Subject to the taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

(Signed and Sealed in Our Presence)

Witness:

Witness:

State of Georgia
County of Glynn

Seaside Acquisitions Group, LLC,
a Florida limited liability company
By: The Forrest Family Trust, Its Managing Member

By: John P. Byrnes, Trustee

The foregoing instrument was acknowledged before me by means of physical presence, this 22 day of February, 2021 by John P. Byrnes as Trustee of the Forrest Family Trust as Managing Member of Seaside Acquisitions Group, LLC, a Florida limited liability company on behalf of the company, who is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public
Nicole L. Smith

My Commission Expires: Sept. 8, 2024





americanacquisition.com

July 28, 2021

George B. Winton
1917 Millbrook Dr.
Johnson City, TN 37604-1485

Project: Destin Cross Town Connector Roadway Project
Tax ID: 00-2S-22-5555-0000-0020
Location Address: Anna Street
Destin, Florida

Dear Property Owner:

The City of Destin is planning a roadway improvement project, the Destin Cross Town Connector. I have been engaged to provide an appraisal of your property. The purpose of the appraisal is to estimate the market value of your property needed for the roadway improvement project.

I have scheduled a field inspection of the above-described property on Thursday, August 5, 2021, at 8:45 am. If you or your designated representative would like to bring to my attention factors that affect the value of the property, please meet me at the property at that time or contact me using the information below.

You may contact me Monday through Friday between 8:00 a.m. and 4:00 p.m. at 407-883-6288 or by email at scross@americanacquisition.com

If you have any questions, please contact me.

Very truly yours,

Stephen J. Cross, SR/WA
State-Certified General Real Estate Appraiser RZ2405
407-883-6288
scross@americanacquisition.com



711 North Shernill Street – Suite B
Tampa, Florida 33609-1109
Ph. 813-287-8191 Fax 813-287-8197

Stephen J. Cross, SR/WA

Appraiser



Mr. Cross has over 35 years of experience in all aspects of purchasing, managing, leasing and disposing of real property for government agencies and individuals. Effective management of large-scale projects for cities, counties, DOT, IRS and private individuals including, transportation and engineering services, land planning, right-of-way acquisition and appraisal services, eminent domain and expert witness

testimony.

PROFESSIONAL EXPERIENCE

American Acquisition Group (AAG) 2018 to present

Senior Appraiser. AAG acquired the RTD Group in April of 2018

RTD Group, 2008 to 2018

Promoted through multiple positions at a nationally recognized licensed Real Estate and Engineering Corporation, serving public and private clients in Florida.

Vice President, February 2017 to 2018

Deliver professional transportation and engineering services, planning and right-of-way acquisition and appraisal services. Responsible for managing acquisition projects, marketing, client development, contract negotiations, technical and administrative appraisal reviews and mediation reports. Provide eminent domain and expert witness testimony.

Right of Way Director, 2009 – February 2017

Managed appraisals, acquisition projects, cost estimates for concepts, planning, budgets and PD&E. Assisted legal departments, marketing, bids and proposal preparation. Attended public meetings representing ROW projects. Prepared land planning reports to support appraisal reports for Florida Department of Transportation (DOT) and Internal Revenue Service (IRS). Supervised acquisition and relocation agents. Testified as an appraisal expert in Order of Taking hearings and assisted in hearings and litigation support.

Senior Appraiser, Right-of-Way Department, Florida's Turnpike Enterprise, 2008 – 2009

Responsible for managing appraisal projects, cost estimates for concepts, planning and PD&E, preparation of appraisal reports and technical and administrative appraisal reviews. Delivered mediation reports and attended public meetings and hearings as right-of-way appraisal expert and assisted legal department. Participated on value engineering teams making recommendations on proposed ROW that has resulted in substantial savings to the agency.

Orange County Real Estate Management Division, 1986 – 2008

Review Appraiser, 1992 – 2008

Supervised appraisal projects, appraisals, appraisal review, cost estimates, appraisal bid scopes and litigation support. Prepared reports for mediation and attended as a participant. Served as a supervisor for the Public Information Call Center Emergency Operations Center during times of natural disasters.

Staff Appraiser, 1990 – 1992

Conducted appraisals, appraisal reviews, cost estimates and litigation support.

Years of Experience: 35

Education:

University of Central Florida
Bachelor of Science Degree in
Business Administration majoring in
Finance, 1983

Licensure/Certification:

FL State-Certified General Real Estate
Appraiser – RZ2405

FL RE Broker – BK149670

Designations / Affiliations

IRWA, Chapter 26 International
Director - Current

IRWA, Senior Right of Way
Professional (SR/WA)

Acquisition Agent, 1986 – 1990

Acquired properties for Orange County. Public Works Division road projects, intersection improvements, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites.

GOVERNMENT AGENCIES SERVED

- City of Tampa
- City of St. Petersburg
- Longboat Key
- Manatee County
- Hernando County
- Orange County
- Sumter County
- Osceola County
- Pasco County
- Pinellas County
- Tampa International Airport (TPA)
- Central Florida Expressway Authority (CFX)
- Hillsborough Area Regional Transit Authority (HART)
- Tampa Hillsborough Expressway (THEA)
- Florida DOT Districts 1, 2, 7
- Florida's Turnpike Enterprise, statewide

ADDITIONAL EXPERIENCE

Current Town of Astatula Councilman. Provide direct supervision of employees and the running of the Town. Responsible for all aspects of running the day-to-day business of the Town including the annual budget and setting the City's property tax rate.

Council Member for the Town of Astatula. Led an initiative to update of the land use codes and zoning regulations. Was instrumental in hiring a town engineer and a new town attorney.

Broker Associate, Phyllis B. Cross Realtor. Sale and leasing of properties, conducted title searches, cleared title defects, researched easements to determine legal access to properties.

Military Intelligence Aerial Image Interpreter, U.S. Army. Provided aerial photography interpretations and mapping. Squad Supervisor stationed at Fort Hood, Texas. Held a Top Secret Clearance.

Appraisal Report

Destin Bypass Road Phase I - Parcel 1 - A Report
George B. Winton

Benning Drive
Destin, Florida
Okaloosa County



As of

April 4, 2022

Prepared for

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Prepared By

Shannon Ross Deal, MAI
Deal Consulting, P.A.
925 Falling Waters Road
Chipley, Florida 32428

Certification

Item/Segment	Destin Bypass Road Phase I
Road	Benning Drive
County	Okaloosa
Parcel Number	Parcel 1 - Winton

I certify to the best of my knowledge and belief, 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, unbiased, professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property or bias with respect to the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
4. 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. My compensation 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.
6. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the provisions of Chapter 475, Part II, Florida Statutes.
7. I have made a personal inspection of the property that is the subject of this report. I have also made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and the comparable sales relied upon in making this appraisal were as represented by the photographs contained in this appraisal.
8. No persons other than those named herein provided significant professional assistance to the person signing this report.
9. I understand that this appraisal is to be used in connection with the acquisition of right of way for a project by the City of Destin.
10. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
11. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the City of Destin or their representatives and I will not do so until so authorized by city officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
12. Regardless of any stated limiting condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the client without restriction or limitation on their use.
13. Statements supplemental to this certification required by membership or candidacy in a professional organization, are described on an addendum to this certificate, and by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part acquired, including net severance damages after special benefits, if any, of the property appraised as of April 4, 2022, is: **\$752,450.**

Market Value Allocation	
Land	\$752,450
Improvements	\$0
Damages/Cost to Cure	\$0
Total	\$752,450

Land Area 47,027 Square Feet (1.080 Acres)

April 13, 2022
Date


Shamon Ross Deal, MAI
State-Certified General Real Estate Appraiser RZ2529

Addendum to the Certification

1. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
2. As of the date of this report, Shannon Ross Deal, MAI, has completed the requirements of the continuing education program as required by the Florida Department of Business and Professional Regulation (Department of Real Estate).
3. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice.
4. As of the date of value of this report, Shannon Ross Deal, MAI, has completed the continuing education program of the Appraisal Institute.
5. Jon J. Cumbaa, State-Certified General Real Estate Appraiser RZ3647, provided significant professional assistance to the person signing this report. Mr. Cumbaa assisted with the inspection of the subject and assemblage of the report. However, I selected all comparable sales, determined appropriate adjustments and reconciled values, and made the final decision on damages, if any. All analyses and conclusions are my own.

April 13, 2022
Date



Shannon Ross Deal, MAI
State-Certified General Real Estate Appraiser RZ2529

REPORTING REQUIREMENT 110: TABLE OF CONTENTS

100 Certification	1
Addendum to the Certification.....	2
110 Table of Contents	3
115 Qualifying and Limiting Conditions	5
Extraordinary Assumptions and Hypothetical Conditions.....	8
120 Summary of Salient Facts and Conclusions	9
130 Report Format	10
140 Purpose, Intended Use, Intended User of the Appraisal.....	10
150 Definition of Market Value.....	10
160 Property Rights (Interest) Appraised.....	11
175 Scope (Extent of Process of Collecting, Confirming and Reporting Data).....	11
180 Appraisal Problem.....	13

PRESENTATION OF DATA

200 Identification of Property and Legal Description.....	13
220 Description of Area and Neighborhood.....	14
230 Description of Property, Photographs, and Sketches	18
235 Existing Transportation Facility Description.....	29
240 Zoning Land Use Plan, Concurrency	29
250 Assessed Value, Taxes, and Special Assessments	32
260 History of Property	33
270 Exposure Time	34
280 Public and Private Restrictions	34

ANALYSIS OF DATA AND CONCLUSIONS

300 Highest and Best Use Analyses	35
302 Highest and Best Use Conclusion.....	36
305 Approaches to Value Used and Excluded	36
310 Land Valuation.....	36
390 Reconciliation of Value Indications and Final Value Approach	43
395 Allocation of Land, Site Improvements, Structures, & Other Improvements	43

DESCRIPTION AND VALUATION OF PART ACQUIRED

400 Description of the Part Acquired.....	43
450 Valuation of the Part Acquired	43

**REPORTING REQUIREMENT 110:
TABLE OF CONTENTS - CONTINUED**

ADDENDUM

Addendum	44
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REPORTING REQUIREMENT 115:
QUALIFYING AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that 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 all applicable zoning and land use regulations have been complied with, unless a non-conformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of potentially hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. 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 properly written qualification and only in its entirety.
3. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
5. The forecasts, projections, or operating estimates contained herein are based on market conditions as of the date of value, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to change with future conditions.
6. The Americans with Disabilities Act (ADA) became effective January 29, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of the ADA was not considered in estimating the value of the property.

7. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed in this report is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

EXTRAORDINARY ASSUMPTION & HYPOTHETICAL CONDITION DEFINITION & DISCUSSION

Extraordinary Assumptions

An extraordinary assumption is defined in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition, Page 4*, as follows:

... an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property, such as market conditions or trends; or the integrity of data used in an analysis.

It is my understanding that no title work will be provided to the appraiser. Therefore, I will employ an extraordinary assumption that the subject is under 100% fee simple estate ownership and there are no title issues that could affect market value.

I was not provided any right-of-way maps, surveys, or plans for the subject property. Therefore, my estimation of the subject areas is based on information obtained from the public record which is assumed to be accurate.

If these assumptions prove to be incorrect, my opinion of value could change. The use of any extraordinary assumptions may result in different assignment results than if none were applied.

Hypothetical Conditions

Hypothetical conditions are defined in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition, Page 4*, as follows:

... 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.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

There are no hypothetical conditions in this report.

REPORTING REQUIREMENT 120:
SUMMARY OF SALIENT FACTS

Street Address or Location

The subject property is located on the east side of Benning Drive approximately 359 feet south of Legion Drive in the city limits of Destin, Florida.

Property Owner Name and Address

George B. Winton
1917 Millbrook Drive
Johnson City, Tennessee 37604-1485

Extent to which the Subject was Inspected

Property Type	Vacant Land
Extent	Inspected from Public Right of Way
Date Inspected	April 4, 2022
Deal Consulting -	Shannon Ross Deal, MAI & Jon J. Cumbaa
Others -	N/A

In addition to this inspection, the subject and surrounding area have been informally inspected at various times. An aerial photograph obtained from the Okaloosa County Property Appraiser's website has also been examined. Wetlands were determined by a combination of the National Wetlands Inventory maps obtained from www.mapwise.com, on-site inspections, and aerial photography. Other topographical information is based on data obtained from www.mapwise.com and <http://webgis.myokaloosa.com>. If a topographical survey indicates different elevations for the subject, the value opinion stated herein could change.

Effective Date (Date of Value)

The effective date of this appraisal is April 4, 2022.

Date of Report (Date Certificate was Signed)

The date of this report is April 13, 2022

Size of Total Ownership, Part to be Acquired, and Remainder

Parent Tract:	1.080 Acres, or 47,027 Square Feet
Part to be Acquired:	1.080 Acres, or 47,027 Square Feet
Remainder:	None (Total Acquisition)

Please see the Description of Property, Photographs, and Sketches Section of this report for a complete description of the pertinent physical characteristics of the subject property.

REPORTING REQUIREMENT 130:
REPORT FORMAT

This is an appraisal report in accordance with Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (consistent with the former summary appraisal report in Standards Rule 2-2(b) of USPAP). As such, it presents sufficient information to enable the client and other intended users, as identified, to understand it properly. Supporting documentation is contained in my work file and will be made available at the client's request.

REPORTING REQUIREMENT 140:
PURPOSE, INTENDED USE, CLIENT, AND INTENDED USER

The purpose of the appraisal is to develop and report an opinion of market value. The intended use of this appraisal is for establishing recommended compensation, as applicable, of the whole property, the property to be acquired, the remainder property, the damages and special benefits, if any, for acquisition by the City of Destin for use in connection with a public improvement. The client and intended user of the appraisal is the City of Destin.

REPORTING REQUIREMENT 150:
MARKET VALUE DEFINITION

The following definition of market value is taken from **Florida State Road Department v. Stack, 231 So.2d 859 Fla., 1st DCA 1969** as cited in the Florida Department of Transportation's Supplemental Standards of Appraisal.

“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.

The market value opinion in this report is in terms of cash or terms equivalent to cash. The intended user's attention should be directed to the fact that the market value estimated in this report is relevant as of the date of value. The market value estimated is also contingent on a reasonable exposure time in a competitive market. The reasonable exposure time will be estimated and defined in the following section of this report. It should be noted that any change in the date of value or exposure time identified in this report could significantly change the estimate of market value.

REPORTING REQUIREMENT 160:
PROPERTY INTEREST APPRAISED

The rights being appraised are those associated with a fee simple estate. Fee Simple Estate is defined in the Appraisal Institute's *The Appraisal of Real Estate, 14th Edition*, Page 5 as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Other Property Rights/Interest Appraised Considerations:

1. It is my understanding that no title work will be provided to the appraiser. Therefore, I will employ an extraordinary assumption that the subject is under 100% fee simple estate ownership and there are no title issues that could affect market value. The appraiser is not aware if any other ownership rights exist.
2. This appraisal does not involve any real property interests previously conveyed such as, reservations, dedications or permanent easements to the public; mineral rights reserved to the state; or Trustees of the Internal Improvement Trust Fund (T.I.I.T.F.) reservations.
3. The subject property is not improved with an Outdoor Advertising (ODA) billboard.

REPORTING REQUIREMENT 175:
SCOPE OF WORK

The Scope of Work is described in the *Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition*, Page 13, as:

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.*

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results.

Comment: *Scope of work includes, but is not limited to:*

- *the extent to which the property is identified;*
- *the extent to which tangible property is inspected;*
- *the type and extent of data researched; and*

- *the type and extent of analyses applied to arrive at opinions or conclusions.*

Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal or appraisal review assignment.

Credible assignment results require support by relevant evidence and logic. The credibility of assignment results is always measured in the context of the intended use.

As is allowed by USPAP, these items are addressed in multiple sections in this report.

Type and Extent of Data Researched

Information considered relevant to the subject property with regard to the subject's physical, economic, and legal characteristics, the general subject area, the subject's highest and best use, and comparable sale data was gathered in the local markets, the Okaloosa County Property Appraiser, Clerk of Court, and Planning Department Web Sites, local Multiple Listing Services, LoopNet, and through discussions with local market participants.

As a result of analyzing this information, the appropriate approaches to value were determined. The sales comparison approach was used to value the vacant land. The cost and income approaches are generally not applicable to the valuation of vacant property.

According to the Appraisal Institute's *The Dictionary of Real Estate Appraisal*, 6th Edition, the sales comparison approach is defined as:

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

For the vacant analysis, property characteristics such as size, location, other physical attributes, and economic factors received primary focus in the selection of comparable sales used in the valuation of the subject. Each sale involved in the data collection process was confirmed with either the buyer, seller, or real estate agent involved with the transaction. Data sheets were prepared in accordance with the FDOT Supplemental Standards using information obtained through the above-mentioned market research and verification process.

The adjustments applied in this report incorporate data from the subject area and general real estate trends in the area. The conclusion as to the market value of the subject property was derived through the reconciliation of this data and information and was the basis for this appraisal.

REPORTING REQUIREMENT 180:

APPRAISAL PROBLEM

The appraisal problem involves, first, estimating the market value of the parent tract before the acquisition. The value of the part taken is then calculated, based on the before valuation. Any improvements within the take area will be valued based on their contributory value.

Since this is a whole acquisition, the part taken is equal to the before value.

The subject property is typical of the market with no unique or unusual characteristics which would make it a market outlier.

REPORTING REQUIREMENT 200:

IDENTIFICATION OF THE PROPERTY & LEGAL DESCRIPTION

The subject property is located on the east side of Benning Drive approximately 359 feet south of Legion Drive in the city limits of Destin, Florida. The

Street Address	Benning Drive Destin, FL 32541
Tax Identification Number	00-2S-22-5555-0000-0020
Official Records Location of Legal Description	Book 950, Page 594 of the Public Records of Okaloosa County, Florida

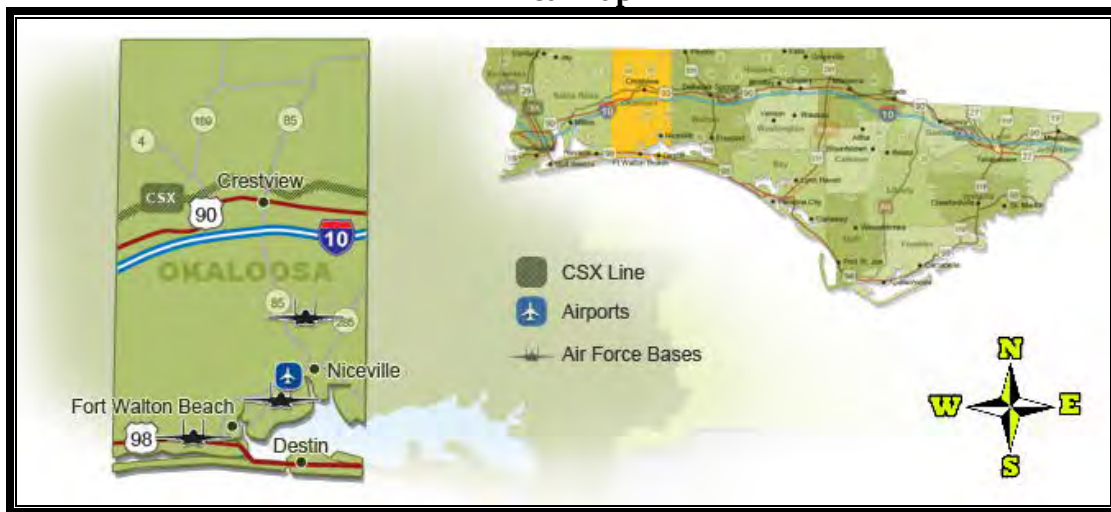
See the addendum for a copy of this instrument.

REPORTING REQUIREMENT 220:
DESCRIPTION OF AREA AND NEIGHBORHOOD

Area Analysis

Okaloosa County is part of the Emerald Coast located in Florida's Northwestern Panhandle. Okaloosa County lies approximately 140 miles west of the State capitol, Tallahassee. Okaloosa County serves more than 180,000 residents. The County is governed by the Okaloosa County Board of County Commissioners. The Commission, which is the legislative branch of government, serves as the county governing board for the residents of the unincorporated areas. The county seat is Crestview.

Area Map



Located in northwest Florida, Okaloosa County is bordered by the Gulf of Mexico, Santa Rosa, and Walton counties. According to the U.S. Census Bureau, the county has a total land area of 930.25 square miles with a population density of 194.4 persons per square mile. Of the total land area, approximately 13.53% is water. The average winter temperature is 51 degrees (Fahrenheit) while the average summer temperature is 80 degrees (Fahrenheit). The average annual rainfall is 65 inches.

Okaloosa County is comprised of many municipalities: Ft. Walton Beach, Crestview, Destin, Niceville, Baker, Shalimar, Cinco Bayou, Laurel Hill and Valparaiso. Each municipality has its own government and provides city services such as water, sewer, police and zoning protection. Okaloosa County also includes various unincorporated areas. The Board of Okaloosa County Commissioners governs the unincorporated areas of Okaloosa County. Both county and city governments are of the "commission" form, with elected commissioners and appointed managers. These commissioners are elected and typically serve a four-year term. All departments not headed by an elected official, are overseen by a city manager, who is appointed by the city commission.

Interstate 10 provides direct east-west access to important regional and national markets intersecting major north-south interstates I-65, I-75 and I-95. US 90 runs parallel to the CSX

Rail Transportation System that connects users to all regions of the country. U.S. Highway 98 is a main thoroughfare running along the coast from west Alabama connecting Pensacola, Fort Walton Beach, Panama City, Port St. Joe, Apalachicola and then north to Tallahassee. Highway 20, parallel to I-10, also connects Tallahassee to central Okaloosa County.

The Okaloosa Regional Airport is located in the heart of Okaloosa County providing commercial transportation for the gulf coast at the most reasonable cost available for most destinations. Highway access to the terminal, parking and other facilities is provided by State Route 85, a north-south main thoroughfare. Okaloosa County recently concluded an expansion replacing its previous 38,100 square foot terminal with a new terminal of more than 107,000 square feet. The airport serves over 520,000 passengers each year with direct service to Atlanta, Cincinnati, Dallas, Memphis, Orlando and Tampa. The regional airport utilizes two Eglin AFB runways. One runway is 10,000 feet long and 300 feet wide; the second is 12,000 feet long and 300 feet wide. The access taxiway measures 1,600 feet long and 50 feet wide.

The Destin-Fort Walton Beach Airport is located in the City of Destin adjacent to the Destin Industrial Airpark with 81 aircraft based on the field. The Destin-Fort Walton Beach Airport is owned and operated by Okaloosa County and is a transient general aviation and local general aviation airport with a 5,000-foot runway.

The Bob Sikes Airport is located at the Okaloosa County Industrial Airpark is also owned and operated by Okaloosa County. The industrial park was built around the 8,000-foot runway to facilitate the targeted aviation related businesses. A 64,000-square-foot hanger is on location for aircraft modifications.

Okaloosa County supports three major military installations, Eglin Air Force Base, Hurlburt Field, and Duke Field. The U.S. Coast Guard operates a small unit on Okaloosa Island. The following is a brief description of each military base and their impact within the county.

- Eglin AFB is the largest military installation in the Department of Defense with 724 square miles of land area, 134,000 square miles of airspace, and more than 123,000 square miles of water ranges in the Gulf of Mexico. As of 2009, the installation contained 2,239 buildings totaling 12,105,930 square feet of building area. Eglin employs 7,928 active duty military personnel and 5,435 civilians. The Air Armament Center (AAC), belongs to the Air Force Materiel Command and is responsible for development, acquisition, testing, deployment and sustainment of all air-delivered weapons. Eglin's range supports training activities for numerous operational military units, military schools, and various federal agencies. These training activities are conducted on an individual, group, or joint operations basis. Eglin AFB supports Army and Navy units. 62 major organizations resided at Eglin. Eglin AFB occupies 463,128 acres across Okaloosa, Santa Rosa and Walton Counties.
- Duke Field is home for the 919th Special Operations Wing, the only special operations unit in the Air Force Reserve. The 919th SOW reports to the Air Force Reserve Command's Tenth Air Force in peacetime, and becomes part of AFSOC at Hurlburt Field if mobilized for conflict. Duke Field is located within the northern section of Eglin's

reservation and employs 1,200 reservists and 300 full-time civil service personnel. Duke's total economic impact in the community is estimated at \$51 million annually.

- Hurlburt Field is the headquarters of the Air Force Special Operations Command (AFSOC), the Air Force component of U.S. Special Operations Command; and the 1st Special Operations Wing, AFSOC's oldest and largest unit. AFSOC's mission is to provide Air Force special operations forces for worldwide deployment in the conduct of the War on Terrorism in order to disrupt, defeat, and destroy terrorist networks that threaten the United States, its citizens, and interests worldwide. Responsibilities are to provide aerospace surface interface, agile combat support, combat aviation advisory operations, information warfare, personnel recovery and rescue operations, precision aerospace fires, psychological operations, specialized aerospace mobility and specialized refueling to unified commands. Hurlburt Field is located in the southern portion of the Eglin reservation in Okaloosa County occupying 6,634 acres. As of 2008, the installation contained 644 buildings totaling 5,200,000 square feet of building area. Hurlburt employs 10,782 active duty military personnel and 1,316 civilians.
- The U.S. Coast Guard Station in Destin, commissioned in November 1977, is located on Choctawhatchee Bay at the east end of Okaloosa Island. Our primary missions include Search and Rescue and a wide range of law enforcement activities including Recreational and Commercial Boating Safety, Fisheries, Marine Environmental Protection, Ports, Waterways, Coastal Security and Drug Interdiction. The unit's area of responsibility extends 30 miles off-shore into the Gulf of Mexico bordered by Inlet Beach to the east and Navarre Bridge to the west. Inland the unit covers the Choctawhatchee Bay, all bayous, and the Intracoastal Waterway. The station is equipped with two 41-foot Utility Boats and two 25-foot Defender Class Response Boats. As of 2009, the installation contained 3 buildings totaling 22,000 square feet of building area. The Coast Guard employs 34 active duty military personnel, 14 auxiliary/floatilla, and 64 civilians.

See the addendum of this report for a summarized economic and demographic area analysis of Okaloosa County.

Neighborhood Description

According to the Appraisal Institute's Electronic Dictionary, a neighborhood is:

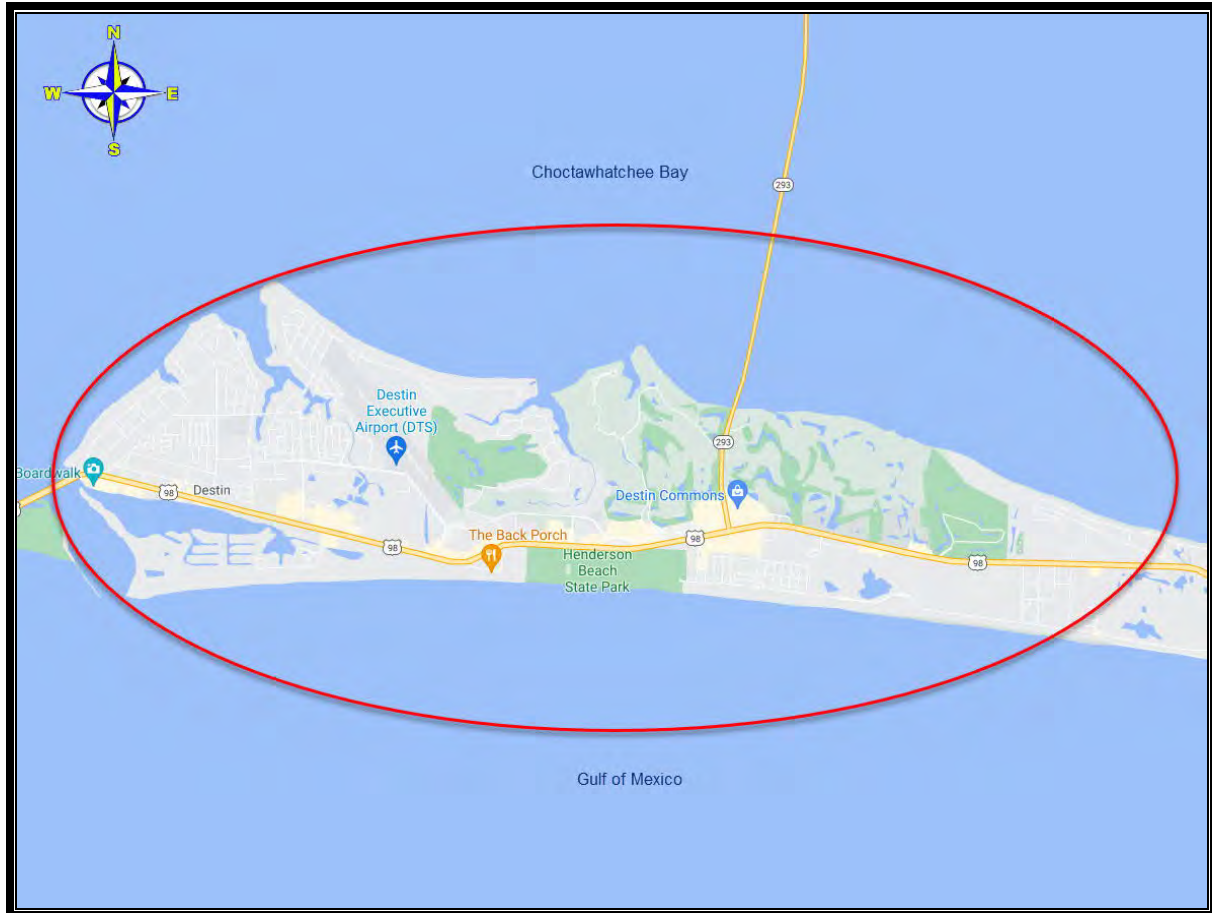
...a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

Subject Neighborhood

The subject neighborhood is located inside and outside the city limits of Destin, Florida. Neighborhood boundaries consist of Choctawhatchee Bay to the north and west, Seascapes Drive to the east, and the Gulf of Mexico to the south. Highway 98 is the main commercial corridor in the neighborhood.

The following is a map of the subject's neighborhood boundaries:

Subject Neighborhood Map



The neighborhood is a mixture of residential and commercial use and contains sufficient shopping, schools, and public services. Residential development is primarily subdivision developments. Commercial development is located primarily along U.S. Highway 98. Residential improvements are predominately 10-to-60-year-old, residential structures with minimum ancillary structures.

The neighborhood's real estate trends, both commercial and residential, have been rising over the past few years.

REPORTING REQUIREMENT 230:

DESCRIPTION OF PROPERTY, PHOTOGRAPHS, & SKETCHES

Location

The subject property is located on the east side of Benning Drive approximately 359 feet south of Legion Drive in the city limits of Destin, Florida.

Type of Property and Existing Use

The subject property consists of 1.080 acres, or 47,027 square feet of vacant land

Land Description

Size and Shape

The property has a site area is 1.080 acres, or 47,027 square feet and is basically rectangular.

Dimensions

See sketch for dimensions of the subject property.

Road Frontage

The subject has 212.41 feet of frontage along Benning drive and 260.05 feet along Anna Street both of which are two-lane roadways.

Ingress/Egress

The subject is vacant with no formal access.

Utilities Available

All public utilities (electric, water, sewer, etc.) are available to the subject property.

Utilities in Use

The subject is currently vacant with no utilities in use.

Water Features

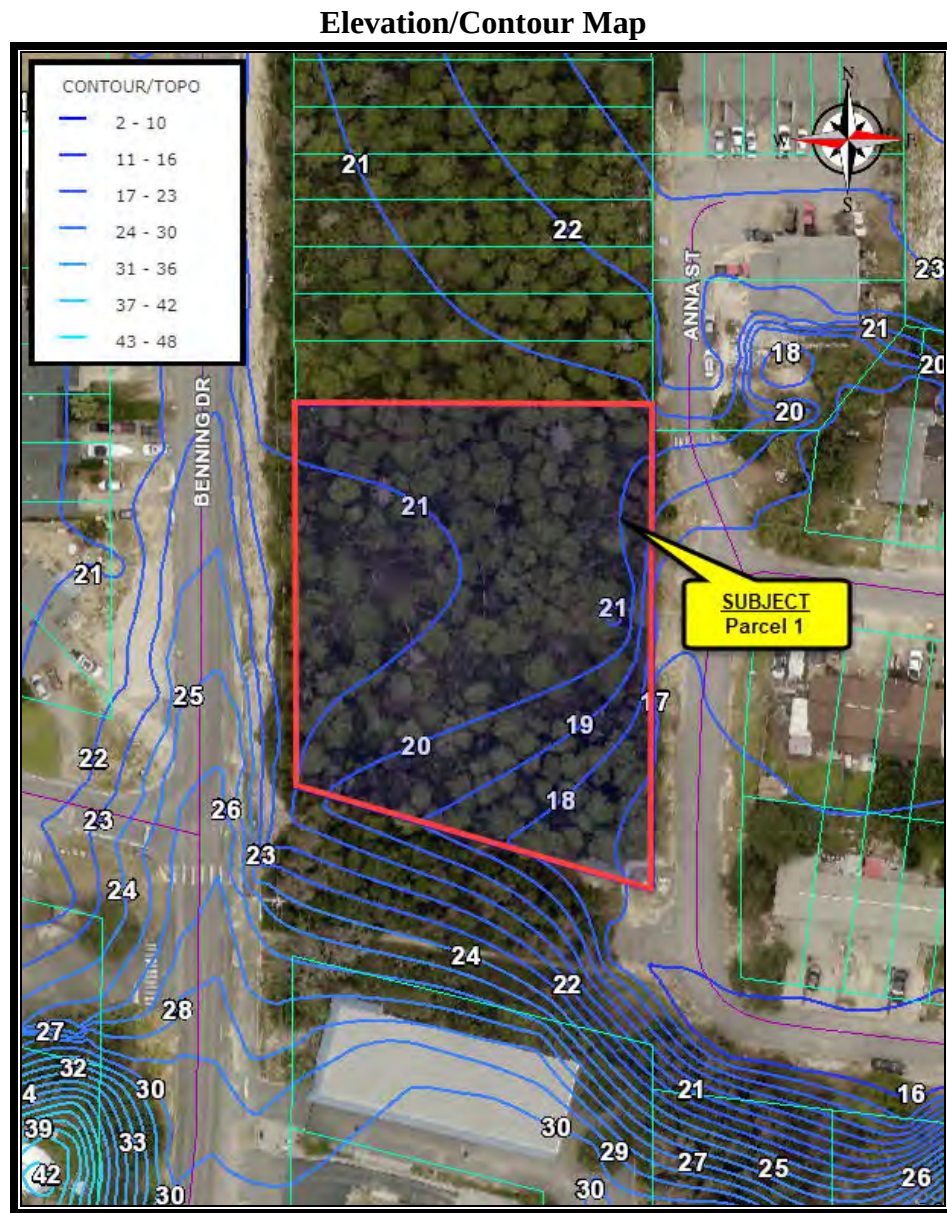
None

Traffic Counts

Per the Florida Department of Transportation's Florida Traffic Online Web Application, Florida Traffic Online (2020), the annual average daily traffic (AADT) along the subject's Benning Drive frontage is 3,800 cars per day. The AADT along Anna Street is not measured by the FDOT.

Topography

According to the contour overlay below (<http://webgis.myokaloosa.com>), the subject property basically level.



I do not have the benefit of a topographical survey. If a topographical survey indicates different slopes for the subject, my value opinion could change.

Flood Zone

FEMA Flood maps obtained from www.mapwise.com indicate the subject is located in Flood Zone X, the designation for land outside the 100-year flood area.

The subject's location within its flood zone area is shown in the map below:

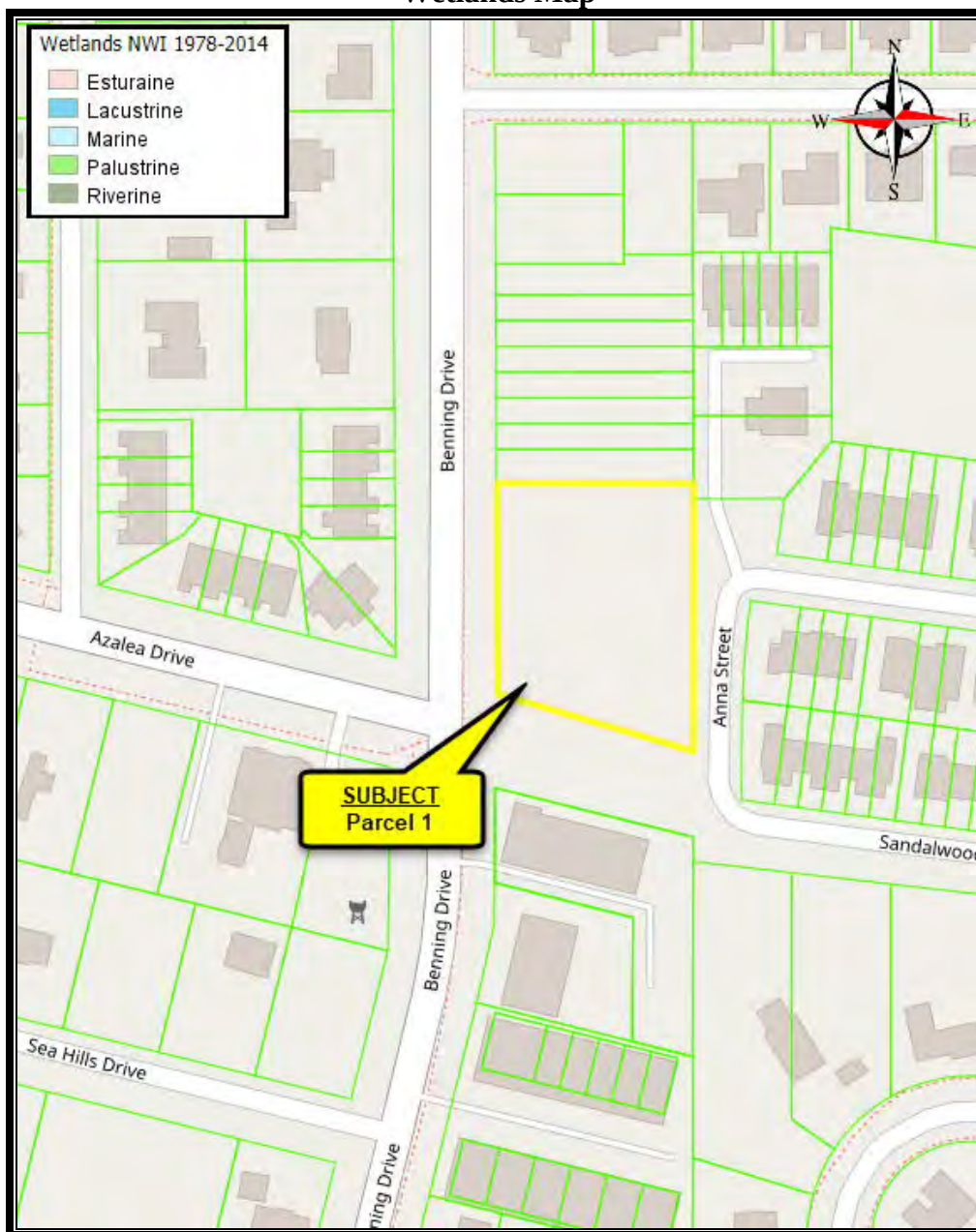


It should be noted that, although the FEMA Flood maps are an indication as to flood zone status, a survey should be obtained to determine the actual elevation of a property in relation to the flood zone.

Wetlands

No environmental engineering services were retained for locating on-site wetland areas. The wetlands determination for the subject was made using the National Wetlands Inventory map (obtained from www.mapwise.com) and my on-site inspection. Based on the map below, the property does not have any wetlands.

Wetlands Map

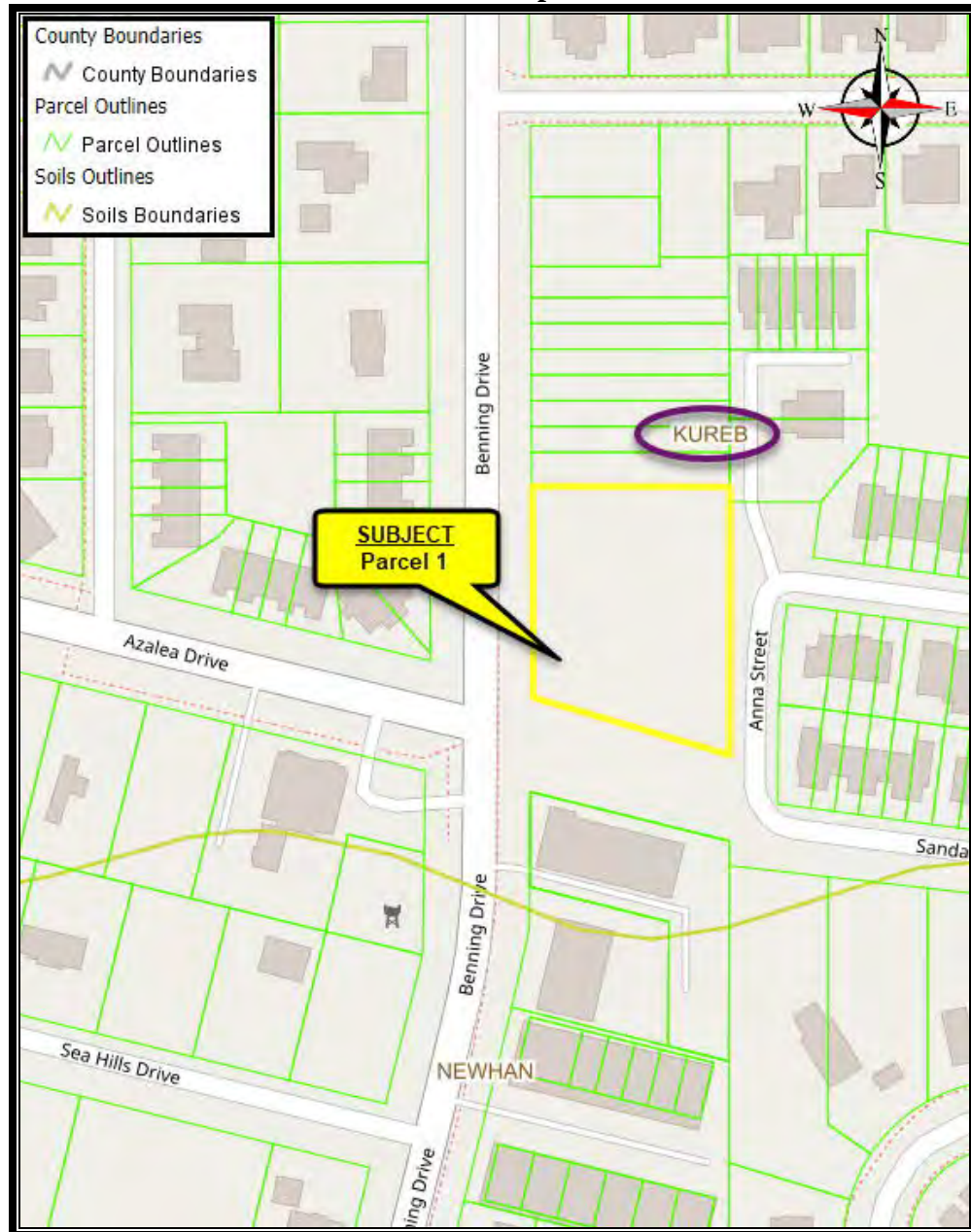


Please note that I have no special expertise in the identification of wetlands. Therefore, a qualified expert should conduct a wetland delineation to verify my cursory findings.

Drainage and Soil Conditions

Per the soil map obtained from www.mapwise.com, the subject is composed of Kureb Soil. Based on inspection of the subject and the surrounding area, the soil quality is sufficient for stand-alone development of the property.

Soil Map



Water Retention Rights for Development

The subject property does not have any vested rights in regard to water retention.

Easements, Encroachments, or Restrictions

There are no apparent easements, encroachments, or restrictions that adversely affect the marketability or value of the subject property.

Environment

The site is not located in the proximity of any nuisances, hazards, or detrimental influences. Okaloosa County has an attractive climate and no problems with air pollution.

Based on my inspection, there is no observable evidence of contamination or hazardous materials. It should be noted that I have no special expertise in the identification of hazardous material or contamination. A qualified expert should conduct an Environmental Phase I audit to verify my cursory findings.

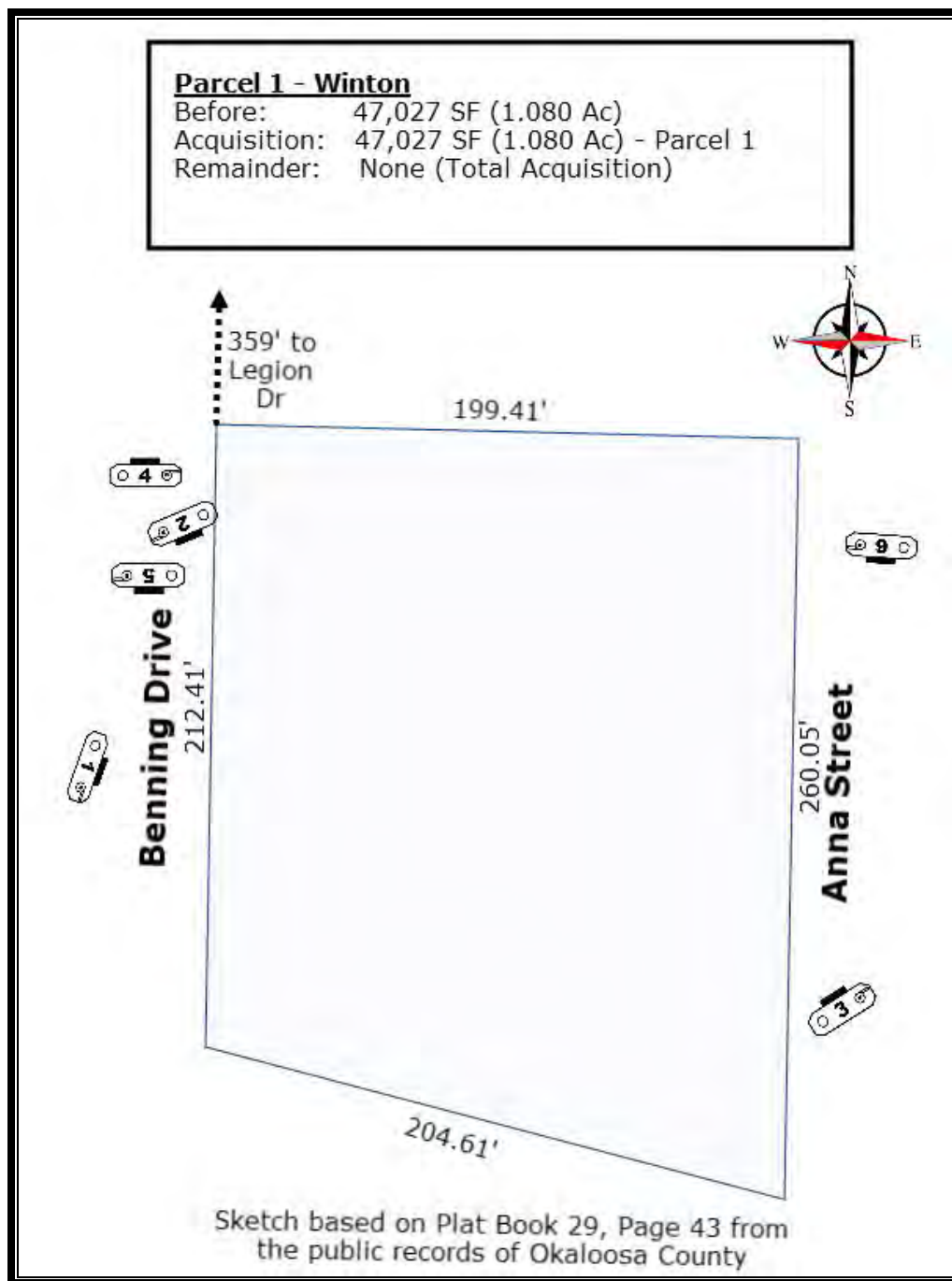
Site Improvements

The subject property is vacant.

Aerial Map



Property Sketch



Photos Taken by Shannon Ross Deal, MAI on April 4, 2022



Looking Southeast at the Subject from Benning Drive – Photo #1



Looking South at the Subject along Benning Drive – Photo #2

Photos Taken by Shannon Ross Deal, MAI on April 4, 2022



Looking Northwest at the Subject along Anna Street – Photo #3



Looking North along Benning Drive – Photo #4

Photos Taken by Shannon Ross Deal, MAI on April 4, 2022



Looking South along Benning Drive – Photo #5



Looking South along Anna Street – Photo #6

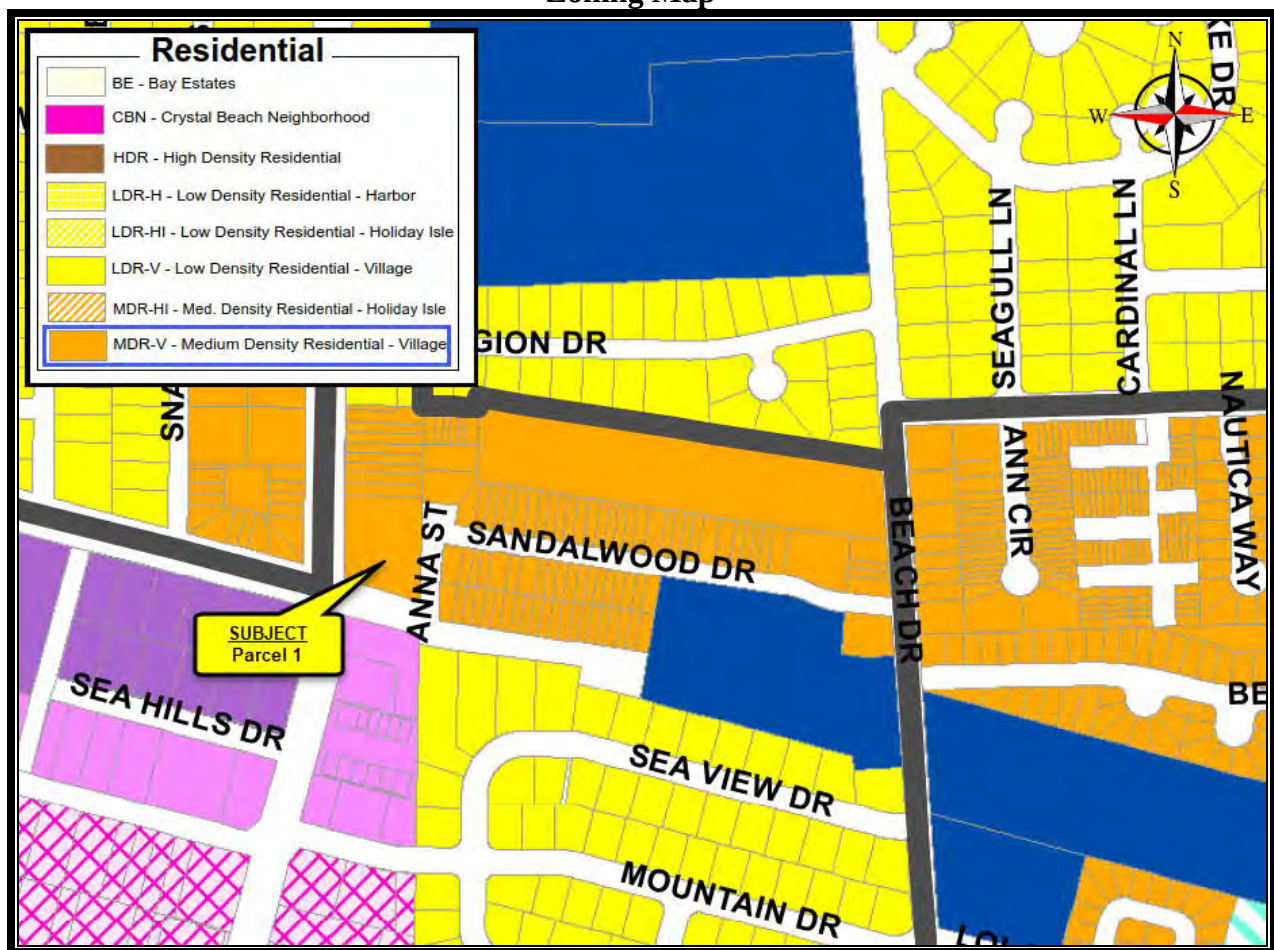
REPORTING REQUIREMENT 235:
EXISTING TRANSPORTATION FACILITY DESCRIPTION

Both Benning Drive and Anna Street are two-lane paved roadways.

REPORTING REQUIREMENT 240:
ZONING, LAND USE PLANNING, AND CONCURRENCY

According to the City of Destin zoning map below, the subject parcel has a *Medium Density Residential – Village (MDR-V)* zoning designation.

Zoning Map



The following pages include portions of the City of Destin Land Development Code that are relevant to the subject:

	Community Development Department Planning Division 4200 Indian Bayou Trail, Destin, FL 32541 Phone: (850) 654-1119 option 2 www.cityofdestin.com	ZONING DISTRICT FACTSHEET					
The purpose and intent of establishing zoning districts is to ensure that all development is consistent with the goals, objectives and policies of the Comprehensive Plan, by establishing a series of zoning districts that indicate what uses are allowed and site development regulations that control the use of land in each district. All development within each zoning district shall be consistent with the purposes stated for each district. (LDC 7.12.05)							
MEDIUM DENSITY RESIDENTIAL – VILLAGE (MDR-V)							
Purpose and Intent. The Medium Density Residential - Village zoning district shall apply to areas developed, redeveloped and/or maintained and conserved as permanent single-family detached or multi-family attached residential dwelling units. It is the intent of the MDR - V 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.							
Table 7-2: Table of Allowable Uses (excerpt from LDC 7.12.06)							
PERMITTED USES:							
Permanent or long-term residential uses							
<table border="1"><tr><td>Single-family detached dwelling</td></tr><tr><td>Single room occupancy housing</td></tr><tr><td>Guest house ⁽¹⁾</td></tr><tr><td>Accessory dwelling</td></tr><tr><td>Single room occupancy housing</td></tr></table>			Single-family detached dwelling	Single room occupancy housing	Guest house ⁽¹⁾	Accessory dwelling	Single room occupancy housing
Single-family detached dwelling							
Single room occupancy housing							
Guest house ⁽¹⁾							
Accessory dwelling							
Single room occupancy housing							
Other residential uses							
<table border="1"><tr><td>Community residential home, small (1—6)</td></tr><tr><td>Community residential home, large (7—14)</td></tr><tr><td>Family day care home</td></tr></table>			Community residential home, small (1—6)	Community residential home, large (7—14)	Family day care home		
Community residential home, small (1—6)							
Community residential home, large (7—14)							
Family day care home							
NAICS Use Designations							
<table border="1"><tr><td>221122</td><td>Distribution electric substation ⁽¹⁶⁾</td></tr></table>			221122	Distribution electric substation ⁽¹⁶⁾			
221122	Distribution electric substation ⁽¹⁶⁾						
CONDITIONAL USES:							
NAICS Use Designations							
<table border="1"><tr><td>922120</td><td>Police protection</td></tr><tr><td>922160</td><td>Fire protection</td></tr></table>			922120	Police protection	922160	Fire protection	
922120	Police protection						
922160	Fire protection						
ACCESSORY USES:							
<table border="1"><tr><td>Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.</td></tr></table>			Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.				
Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.							
Footnotes:							
16 Refer to Section 7.09.02(B)12 for further information.							
Supplement 27, thru 21-03-LC, Sep 20, 2021							

Table 7-3: Schedule of Dimensional Requirements in Zoning Districts (excerpt from LDC 7.12.08)
(all dimensions in feet)

Medium Density Residential - Village (MDR-V)			
Dwelling Units		1	2+
Minimum Lot Area (square feet)		7,500	None
Minimum Lot Size	Width	70	None
	Depth	100	None
Maximum Building Height / Stories		35/3 stories	35/3 stories
Setbacks	Front	20	A/B
	Side	7½	A/B
	Rear	10	A/B
Maximum Density (units per acre)		5.81	9.90
Maximum Floor Area Ratio		N/A	N/A
Minimum Open Space (%)		25%	25%

Footnotes:

A

Building Height	Setbacks		
	Front	Side	Rear
2-Stories or less	20	No side or rear yards are required except where property line is contiguous with residential district boundary	
3-Stories	20	15	20
4-Stories	20	20	25
5-Stories or more	20	Increased by two feet on each side for each story exceeding four stories	

Within the Old Destin MMTD, no minimum front, side or rear setbacks are required, except where the property line is contiguous with a BE or LDR residential district boundary; then ten-foot side and rear yards, maintained as open space, shall be provided.

Buildings or structures three stories or less utilized for residential or multifamily purposes on the same lot shall be a minimum of ten feet apart. All buildings exceeding three stories in height, the distance apart on the same lot shall be increased by two feet for each story exceeding three stories with a maximum of 50 feet between buildings being required. There are no minimum spacing requirements between residential, nonresidential, mixed-use or multifamily buildings located on the same lot in the Old Destin MMTD.

B

A ten-foot yard, maintained as open space, shall be provided. Within the Old Destin MMTD, no minimum front setback is required.

Development Order

N/A

Concurrency

Concurrency is not currently an issue for development along this corridor.

REPORTING REQUIREMENT 250:

ASSESSED VALUE, TAXES, AND SPECIAL ASSESSMENTS

According to information taken from the Okaloosa County Property Appraiser and Tax Collector web sites, the subject property is identified as follows.

Assessed Value/Taxes	
Tax Authority	Okaloosa County Property Appraiser & Tax Collector
Property Number	00-2S-22-5555-0000-0020
Assessed Value	
Building Value	\$0
Extra Feature Value	\$0
Land Value	\$351,837
Agricultural Value	\$0
Just (Market) Value	\$351,837
Assessed Value	\$351,837
Exempt Value	\$0
Taxable Value	\$351,837
Homestead	No
Tax Year	2021 Certified Value
Taxes	
Tax Amount	\$4,369.19
Non-Ad Valorem/Special Assesments	\$0.00
Total Amount Due (No Early Discount)	\$4,369.19
Total Amount Paid	\$4,194.42
Tax Year	2021

REPORTING REQUIREMENT 260:
HISTORY OF PROPERTY

According to the title search, the following is a summary of the last transaction:

County - OR Book/Page	Okaloosa County – Book 950, Page 594
Grantor:	George P. Winton Jr. and Lucille C. Winton
Grantee:	George B. Winton
Date of Transaction:	January 20, 1978
Instrument:	Warranty Deed
Consideration:	N/A
Verification:	N/A
Conditions of Sale:	Not Arms-Length

Due to the date and nature of the most recent subject transaction, it will not be used in this analysis.

Based on information obtained from the local MLS the subject was listed for sale on July 26, 2019. The property was originally listed with an additional 0.27 acres along the northern boundary of the subject but according to the listing agent a replat resulted in that area being separated from the subject. The list price for the subject is \$850,000 or \$18.08 per square foot. The listing agent, Jim Ball, indicated a developer that purchased the property north of the subject, 1.38 acres in April 2019 for \$550,000, had a contract to purchase the subject for \$840,000 in late 2020 but due to the City's interest in the property for a project the contract was never executed. The agent indicated the developer planned 10 townhouse units for the subject property.

It should be noted that the acreage of the subject on the plat is 1.08 acres while the listing indicates the subject is 1.12 acres.

REPORTING REQUIREMENT 270:
EXPOSURE TIME

Exposure time is the general length of time that a property would have to be exposed for sale on the market, given that the property sold at market value. Exposure time is best defined in the *Dictionary of Real Estate Appraisal, 6th Edition, 2015*, as:

1. *The time a property remains on the market.*
2. *[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. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market.*

Based on market research, the estimated exposure time linked to the value conclusion reached in this report for the subject property is 6 to 12 months.

REPORTING REQUIREMENT 280:
PUBLIC AND PRIVATE RESTRICTIONS

There are no public or private restrictions that would inhibit the development of this parcel, other than those mentioned in the Zoning, Land Use, and Concurrency section.

REPORTING REQUIREMENT 300:
HIGHEST AND BEST USE ANALYSES

The Appraisal Institute's *The Appraisal of Real Estate, 14th Edition*, Page 333 defines Highest and Best Use, as:

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.

Highest and Best Use Analysis as Vacant

Legally Permissible

Based on the City of Destin zoning map the subject property has a zoning classification of *Medium Density Residential – Village (MDR-V)*.

The current zoning allows single-family detached or multifamily attached residential dwelling units. Seasonal use is not allowed in this zoning district. See the previous section regarding land use and zoning for a list of allowable, conditional, and accessory uses.

There are no deed restrictions, subdivision restrictions, or long-term leases that would affect the legal use of the subject. Additionally, the subject has no environmental problems such as pollution, which would inhibit development.

Physically Possible

The next criterion deals with what could physically fit on the subject property. Some concerns include setbacks, shape, topography, width, and depth. Ease of access and availability of public utilities are also important in determining the uses that are physically possible. The subject has sufficient depth and width for development with the legally permissible uses. The shape would not preclude any of the potential uses.

Financially Feasible and Maximally Productive

Evidence of recent activity in the local market is a good indication of financial feasibility for a particular use. It appears that the majority of land with similar land use designations and lack of frontage along an arterial roadway are being put to a residential use. Based on the above information, historical and recent development activity in the area, residential uses are the financially feasible and maximally productive use.

Highest and Best Use Analysis as Improved

The subject is vacant. Therefore, this section is not applicable.

REPORTING REQUIREMENT 302:

HIGHEST AND BEST USE CONCLUSION-AS IF VACANT AND AS IF IMPROVED

Highest and Best Use as Though Vacant

The highest and best use as vacant is for residential development.

Highest and Best Use as Improved

The subject is vacant. Therefore, this section is not applicable.

REPORTING REQUIREMENT 305:

APPROACHES TO VALUE USED AND EXCLUDED

The sales comparison approach was used to value the vacant land. The cost and income approaches are generally not applicable to the valuation of vacant property.

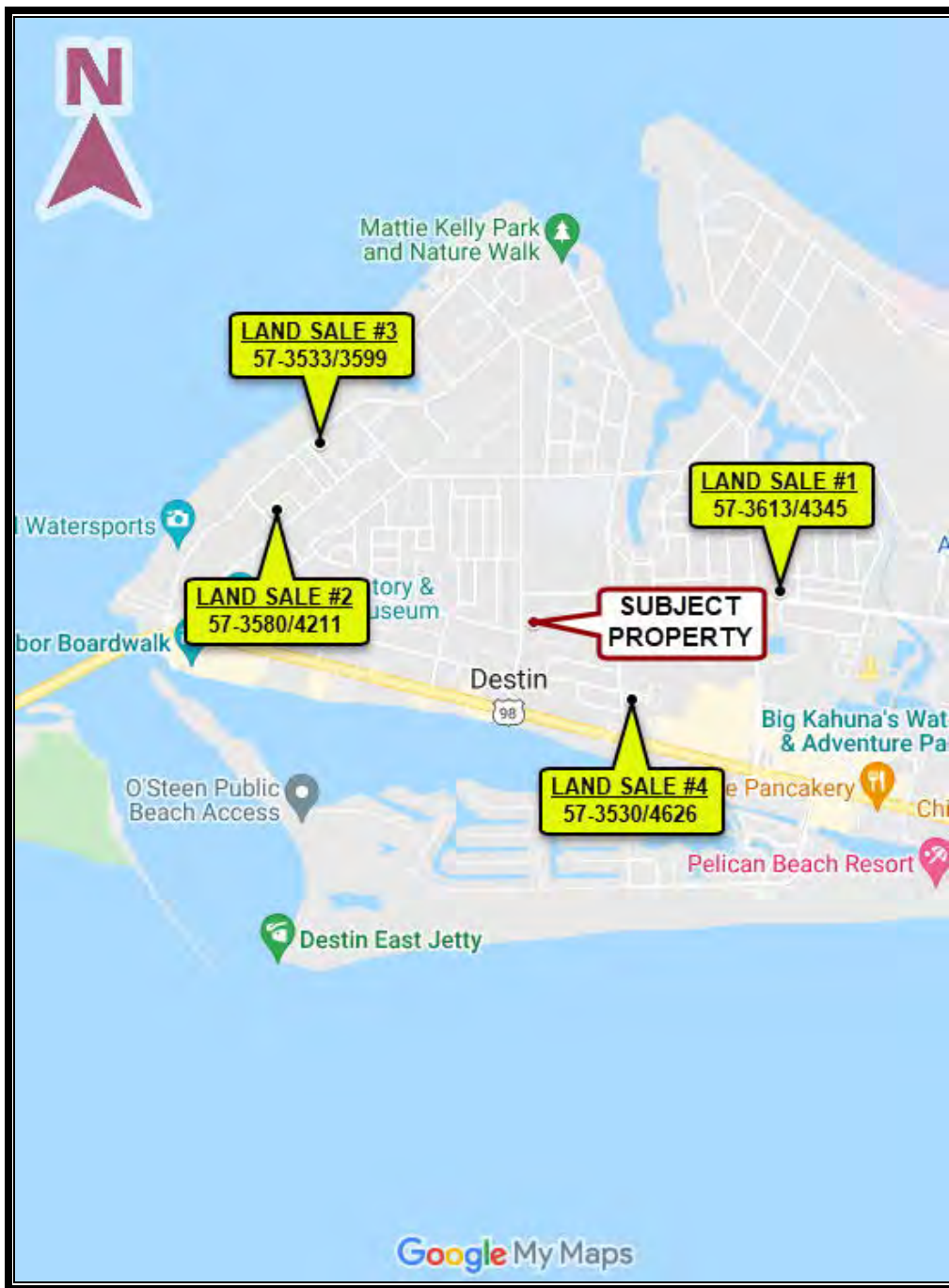
REPORTING REQUIREMENT 310:

LAND VALUATION

Of the three methods of estimating market value of the vacant land, the most reliable is the direct sales comparison approach. This approach compares the subject with properties that have sold in the local market by breaking the subject and these properties down into units of comparison.

The following is a map and summary of the comparable sales used for this valuation. The sales are considered the most comparable to the subject with regard to their highest and best use.

Vacant Sales Map



Vacant Sales Summaries

Land Sale #1:

Valiant Investments (57-3613/4345)

This property is located along the north side of Airport Road approximately 200 feet west of Cedar Street in Destin, Florida. The property is 36,589 square feet or 0.840 acres. The transaction occurred on April 1, 2022, with a sales price of \$499,000, or \$13.64 per square foot. At the time of sale, the property was vacant land with no improvements.

The sale property is basically rectangular with frontage on a four-lane paved road. Electricity, municipal water, and municipal sewer were available at the time of sale. The property is generally level, contains no wetlands, is not located in a flood hazard area, and is zoned ROI-VR.

Land Sale #2:

Dannysandru, LLC (57-3580/4211)

This property is located along the south side of Reddin Brunson Road approximately 125 feet east of Forest Street in Destin, Florida. The property is 12,000 square feet or 0.275 acres. The transaction occurred on October 14, 2021, with a sales price of \$205,000, or \$17.08 per square foot. At the time of sale, the property was vacant land with no improvements.

The sale property is basically rectangular with frontage on a two-lane paved road. Electricity, municipal water, and municipal sewer were available at the time of sale. The property is generally level, contains no wetlands, is not located in a flood hazard area, and is zoned LDR-V.

Land Sale #3:

Schofield (57-3533/3599)

This property is located along the south side of Calhoun Avenue approximately 85 feet east of Willow Street in Destin, Florida. The property is 34,225 square feet or 0.786 acres. The transaction occurred on March 15, 2021, with a sales price of \$387,000, or \$11.31 per square foot. At the time of sale, the property was vacant land with no improvements.

The sale property is basically rectangular with frontage on a two-lane paved road. Electricity, municipal water, and municipal sewer were available at the time of sale. The property is generally level, contains no wetlands, is not located in a flood hazard area, and is zoned BE.

Land Sale #4:

JAB Holdings (57-3530/4626)

This property is located at the southeast corner of Beach Drive and Lola Circle in Destin, Florida. The property is 58,993 square feet or 1.354 acres. The transaction occurred on February 23, 2021, with a sales price of \$800,000, or \$13.56 per square foot. At the time of sale, the property was vacant land with no substantial improvements. However, the sale included an approved development order and related entitlements for a 12-unit townhouse development.

The sale property is basically rectangular with frontage on two two-lane paved roads. Electricity, municipal water, and municipal sewer were available at the time of sale. The property is generally level, contains no wetlands, is not located in a flood hazard area, and is zoned ROI-VR.

REPORTING REQUIREMENT 310 (CONTINUED):
LAND VALUATION – SALES ADJUSTMENT GRID

VACANT SALES GRID									
Sale Number	Subject	1		2		3		4	
OR Book/Page	-	57-3613/4345		57-3580/4211		57-3533/3599		57-3530/4626	
Property Name	Parcel 1 Winton	Valiant Investments		Dannysandru		Schofield		JAB Holdings	
Location	Benning Drive	807 Airport Rd		3 Reddin Brunson Rd		318 Calhoun Ave		Beach Dr	
Property Rights Conveyed	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Financing Terms	Market	Market		Market		Market		Market	
Conditions of Sale	Arms-Length	Arms-Length		Arms-Length		Arm's Length		Arms-Length	
Gross Sale Price		\$499,000		\$205,000		\$387,000		\$800,000	
Adjustments		\$0		\$0		\$0		\$0	
Net Sale Price		\$499,000		\$205,000		\$387,000		\$800,000	
Site Size (SF)	47,027	36,589		12,000		34,225		58,993	
Site Size (Ac)	1.080	0.840		0.275		0.786		1.354	
Sales Price per Sq.Ft.		\$13.64		\$17.08		\$11.31		\$13.56	
Date of Sale	4/4/22 (DOV)	Apr-22		Oct-21		Mar-21		Mar-21	
Market Conditions Adj.	+18%/Yr	0.00%		9.00%		19.50%		19.50%	
Current Price Per Square Foot		\$13.64		\$18.62		\$13.51		\$16.21	
Adjustments For Physical Characteristics									
Characteristic	Description	Description	Rating	Description	Rating	Description	Adjustment	Description	Rating
Location	Benning Drive	807 Airport Rd	0%	3 Reddin Brunson Rd	0%	318 Calhoun Ave	0%	Beach Dr	0%
Topography	Gen. Level	Gen. Level	0%	Gen. Level	0%	Gen. Level	0%	Gen. Level	0%
Shape/Utility	Bas. Rect.	Bas. Rect.	0%	Bas. Rect.	0%	Bas. Rect.	0%	Bas. Rect	0%
Encumbrances	None	None	0%	None	0%	None	0%	None	0%
Land Use/Zoning	MDR-V	ROI-VR	-5%	LDR-V	5%	BE	10%	ROI-VR	-5%
Wetlands	0%	0%	0%	0%	0%	0%	0%	0%	0%
Water Feature	None	None	0%	None	0%	None	0%	None	0%
Site Size (Ac)	1.080	0.840	0%	0.275	-15%	0.786	0%	1.354	0%
Utilities	All Available	All Available	0%	All Available	0%	All Available	0%	All Available	0%
Entitlements	None	None	0%	None	0%	None	0%	Plans/DO	-5%
Overall Adjustment		-5%		-10%		10%		-10%	
Sale Price/SF	\$16.00	\$12.96		\$16.76		\$14.86		\$14.58	

Explanation of Adjustments

Sales Concession Adjustments

The sales had no concessions.

Adjustments to Sale Price

None of the sales had anticipated extraordinary expenditures or additional items of contributory value. Therefore, no adjustments to the sale prices were necessary.

Property Rights, Financing, and Conditions of Sale

The subject property was appraised assuming fee simple title. The comparable sales were also sold under fee simple title. All the sales sold for cash or terms equivalent to cash. Each sale was an arms-length sale.

Market Conditions

Based on a study of the local market in my work file, vacant land similar to the subject has been increasing at a rate of 18% per year.

Location

All of the sales' locations are similar to the subject, no adjustment was necessary.

Topography

The subject topography is level. All the comparable sales have similar topography and required no adjustments.

Shape/Utility

All the sales are basically rectangular and have similar site plan flexibility and utility relative to the subject. Thus, no adjustments were warranted.

Encumbrances

Neither the subject nor the sales have any adverse encumbrances which would affect the development potential of the properties. Therefore, no adjustments were required.

Land Use/Zoning

The subject has is zoned Medium Density Residential – Village (MDR-V) which allows primarily residential uses with a maximum density of 9.9 units per acre. Sales 1 and 4 are zoned ROI-VR which allows a maximum residential density of 12 units per acre and some conditional commercial uses. Therefore, these sales were adjusted downward 5% each. Sale 2 is zoned Low Density Residential Village (LDR-V) which allows primarily residential uses with a maximum residential density of 5.81 units per acre. Therefore, this sale was adjusted upward 5%. Sale 3 is zoned Bay Estates (BE) which allows primarily residential uses with a maximum residential density of 2.9 units per acre and was adjusted +10%.

Wetlands

Neither the subject nor the sales have wetland areas and thus received no adjustments.

Stormwater Retention

Neither the subject nor the sales have water features which would warrant adjustment.

Size

Generally, an inverse correlation exists between property size and per-unit value up to the point of affecting utility and development potential. Sales 1, 3 and 4 were not adjusted since the size of the sale properties are similar to the size of the subject property. Sale 2 was adjusted downward 15% due to its smaller size.

Utilities

In comparison with the subject, all three comparable sale properties contained similar adequate available utilities for development. Thus, no adjustments were warranted.

Entitlements

Similar to the subject, Sales 1, 2 and 3 had no entitlements with contributory value at the time of sale. Sale 4 included an approved development order for a 12-unit townhouse development which, according to confirmation, resulted in a higher sale price. Therefore, Sale 4 is adjusted downward 5%.

Correlation

The sales analyzed ranged in price from \$12.96 to \$16.76 per square foot. Given the location as well as the physical characteristics of the subject, its value should be represented toward the upper end of the adjusted range of sale comparables.

Considering this, the foregoing analysis, it is my opinion the market value of the subject as vacant is:

Before Land Value	
Land Size (Square Feet)	47,027
Price per SF	<u>\$16.00</u>
Total	\$752,432
Rounded to	\$752,450

REPORTING REQUIREMENT 390:

RECONCILIATION OF VALUE INDICATIONS & FINAL VALUE ESTIMATE

The sales comparison approach was used to value the property as vacant. Considering the foregoing analysis, an exposure time of 6 to 12 months for the subject, and the data contained in this report, it is my opinion the market value of the subject as of the effective date of value was:

Value Indications	
Cost Approach	N/A
Sales Comparison Approach	\$752,450
Income Approach	N/A
Reconciled Value	\$752,450

REPORTING REQUIREMENT 395:

ALLOCATION OF LAND AND IMPROVEMENTS AND OTHER IMPROVEMENTS

The overall value of the subject is allocated as follows:

Allocation	
Land	\$752,450
Improvements	\$0
Total	\$752,450

REPORTING REQUIREMENT 400:

DESCRIPTION OF THE PART ACQUIRED

This is a total acquisition.

REPORTING REQUIREMENT 450:

VALUATION OF THE PART ACQUIRED

The part acquired equals the before value of \$752,450.

Addendum

Table of Contents – Addendum

Area Data
Last Deed of Record
Vacant Comparable Sale Write Ups
Appraiser's Qualifications

Area Data

Okaloosa County

Florida's 26th most populous county
with 0.9% of Florida's population



Population

Census Population	Okaloosa County	Florida
1980 Census	109,920	9,746,961
1990 Census	143,777	12,938,071
% change 1980-90	30.8%	32.7%
2000 Census	170,498	15,982,824
% change 1990-00	18.6%	23.5%
2010 Census	180,822	18,801,332
% change 2000-10	6.1%	17.6%
Age		
% Under 18 years of age	22.3%	21.3%
% 65 years of age and over	13.9%	17.3%
Race & Ethnicity		
% White alone	81.1%	75.0%
% Black or African American alone	9.3%	16.0%
% Hispanic or Latino (of any race)	6.8%	22.5%
Estimates and Projections		
2019 Estimate	201,514	21,208,589
% change 2010-19	11.4%	12.8%
2020 Estimate	203,951	21,596,068
% change 2019-20	1.2%	1.8%
Based on 2020 Estimate		
2025	214,634	23,138,553
2030	223,161	24,419,127
2035	230,024	25,461,863
2040	236,005	26,356,415
2045	241,122	27,149,835
2019 Median Age	38.7	41.7
Density		
Persons per square mile		
2000	182.2	296.4
2010	194.4	350.6
2020	219.3	407.0

Population Characteristics

	Okaloosa County	Florida
Language spoken at home other than English		
Persons aged 5 and over	11.9%	29.4%
Place of birth		
Foreign born	6.8%	20.7%
Veteran status		
Civilian population 18 and over	22.0%	8.6%

Households and Family Households

Households	Okaloosa County	Florida
Total households, 2000 Census	66,269	6,338,075
Family households, 2000 Census	46,499	4,210,760
% with own children under 18	47.1%	42.3%
Total households, 2010 Census	72,379	7,420,802
Family households, 2010 Census	48,457	4,835,475
% with own children under 18	41.6%	40.0%
Average Household Size, 2010 Census	2.43	2.48
Average Family Size, 2010 Census	2.92	3.01

Real Gross Domestic Product

Real GDP (Thousands of Chained 2012 Dollars)	Okaloosa County	Florida
2015 GDP	9,689,813	842,269,369
Percent of the State	1.2%	
2016 GDP	9,866,069	870,963,202
Percent of the State	1.1%	
2017 GDP	10,296,438	901,903,549
Percent of the State	1.1%	
2018 GDP	10,651,466	936,580,274
Percent of the State	1.1%	
2019 GDP	11,156,453	983,255,865
Percent of the State	1.2%	

Housing

Housing Counts	Okaloosa County	Florida
Occupied	66,269	6,337,929
Owner-occupied	43,995	4,441,799
Renter-occupied	22,274	1,896,130
Vacant	12,324	965,018
Housing units, 2010 Census	92,407	8,989,580
Occupied	72,379	7,420,802
Owner-occupied	47,005	4,998,979
Renter-occupied	25,284	2,421,823
Vacant	20,028	1,568,778
Units Permitted		
1990	1,065	126,384
2000	1,489	155,269
2010	547	38,679
2011	749	42,360
2012	927	64,810
2013	1,045	86,752
2014	500	84,075
2015	702	109,924
2016	837	116,240
2017	1,199	122,719
2018	860	144,427
2019	896	154,302
2020	993	164,074

According to Census definitions, a household includes all of the people who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated people who occupy living quarters. A family includes a householder and one or more other people living in the same household who are related to the householder by birth, marriage, or adoption. Persons living in group quarters are not included in the census count question tabulation (2020).

Employment and Labor Force

Establishments

2019

	Okaloosa County	Florida
All industries	6,759	729,072
Natural Resource & Mining	19	5,308
Construction	832	75,761
Manufacturing	157	20,795
Trade, Transportation and Utilities	1,211	140,861
Information	72	11,890
Financial Activities	804	78,001
Professional & Business Services	1,424	174,248
Education & Health Services	723	77,567
Leisure and Hospitality	801	59,331
Other Services	490	57,616
Government	145	6,029

Average Annual Employment

% of All Industries, 2019

	Okaloosa County	Florida
All industries	85.838	8,884,011
Natural Resource & Mining	0.1%	0.8%
Construction	5.0%	6.3%
Manufacturing	3.2%	4.3%
Trade, Transportation and Utilities	17.1%	20.3%
Information	1.2%	1.6%
Financial Activities	5.8%	6.6%
Professional & Business Services	16.0%	15.7%
Education & Health Services	11.2%	14.9%
Leisure and Hospitality	17.7%	14.2%
Other Services	3.2%	3.2%
Government	19.6%	12.1%

Industries may not add due to rounding and are not included.

Establishments

% of All Industries, 2019

	Okaloosa County	Florida
All industries	6,759	729,072
Natural Resource & Mining	0.3%	0.7%
Construction	12.3%	10.4%
Manufacturing	2.3%	2.9%
Trade, Transportation and Utilities	17.9%	19.3%
Information	1.1%	1.6%
Financial Activities	11.9%	10.7%
Professional & Business Services	21.1%	23.9%
Education & Health Services	10.7%	10.6%
Leisure and Hospitality	11.9%	8.1%
Other Services	7.2%	7.9%
Government	2.1%	0.8%

Average Annual Wage

2019

	Okaloosa County	Florida
All industries	\$47,749	\$51,744
Natural Resource & Mining	\$33,843	\$35,645
Construction	\$42,318	\$52,907
Manufacturing	\$67,321	\$63,870
Trade, Transportation and Utilities	\$36,945	\$46,231
Information	\$79,585	\$86,151
Financial Activities	\$52,781	\$77,025
Professional & Business Services	\$68,835	\$63,742
Education & Health Services	\$47,073	\$52,048
Leisure and Hospitality	\$22,117	\$26,675
Other Services	\$37,856	\$37,971
Government	\$59,909	\$55,805

Labor Force as Percent of Population

Aged 18 and Older

	Okaloosa County	Florida
1990	62.4%	64.5%
2000	63.2%	64.2%
2010	63.4%	61.8%
2020	60.7%	58.8%

Unemployment Rate

	Okaloosa County	Florida
1990	6.0%	6.2%
2000	3.7%	3.8%
2010	8.4%	10.8%
2020	5.7%	3.3%

Income and Financial Health

Personal Income (\$000s)

	Okaloosa County	Florida
1990	\$2,095,192	\$257,571,430
2000	\$4,984,326	\$472,238,563
2010	\$7,376,383	\$725,074,023
2011	\$7,586,859	\$764,633,664
% change 2010-11	2.9%	5.5%
2012	\$8,094,613	\$793,428,830
% change 2011-12	6.7%	3.8%
2013	\$8,151,537	\$795,425,004
% change 2012-13	0.7%	0.3%
2014	\$8,534,823	\$856,161,773
% change 2013-14	4.7%	7.5%
2015	\$8,925,717	\$914,928,403
% change 2014-15	4.6%	6.9%
2016	\$9,151,330	\$940,717,988
% change 2015-16	2.5%	3.8%
2017	\$9,878,184	\$1,016,618,969
% change 2016-17	5.8%	7.1%
2018	\$10,194,990	\$1,082,702,187
% change 2017-18	5.3%	6.5%
2019	\$10,680,336	\$1,125,864,012
% change 2018-19	4.8%	4.0%

Earnings by Place of Work (\$000s)

	Okaloosa County	Florida
1990	\$1,879,236	\$161,135,722
2000	\$3,443,561	\$308,751,767
2010	\$5,604,808	\$438,991,235
2011	\$5,696,835	\$450,502,115
% change 2010-11	3.5%	2.6%
2012	\$6,177,730	\$468,412,894
% change 2011-12	8.4%	4.0%
2013	\$6,266,697	\$482,900,406
% change 2012-13	1.4%	3.1%
2014	\$6,376,723	\$512,381,351
% change 2013-14	1.8%	6.1%
2015	\$6,627,916	\$544,423,234
% change 2014-15	3.9%	6.3%
2016	\$6,882,607	\$568,848,341
% change 2015-16	3.8%	4.5%
2017	\$7,291,809	\$602,210,803
% change 2016-17	5.9%	5.9%
2018	\$7,727,913	\$639,710,580
% change 2017-18	6.0%	6.2%
2019	\$8,222,862	\$672,454,824
% change 2018-19	6.4%	5.1%

Per Capita Personal Income

	Okaloosa County	Florida
1990	\$18,658	\$19,763
2000	\$29,114	\$29,428
2010	\$40,818	\$38,475
2011	\$41,435	\$40,131
% change 2010-11	1.5%	4.3%
2012	\$42,657	\$41,115
% change 2011-12	2.9%	2.5%
2013	\$42,304	\$40,696
% change 2012-13	0.8%	1.0%
2014	\$43,855	\$43,140
% change 2013-14	3.7%	6.0%
2015	\$45,137	\$45,273
% change 2014-15	2.9%	4.9%
2016	\$45,740	\$46,073
% change 2015-16	1.3%	1.8%
2017	\$47,564	\$48,504
% change 2016-17	4.0%	5.3%
2018	\$49,267	\$50,964
% change 2017-18	3.6%	5.1%
2019	\$50,681	\$52,426
% change 2018-19	2.9%	2.9%

Median Income

	Okaloosa County	Florida
Median Household Income	\$63,412	\$55,660
Median Family Income	\$76,796	\$67,414

Percent in Poverty, 2019

	Okaloosa County	Florida
All ages in poverty	10.6%	12.7%
Under age 18 in poverty	16.4%	18.2%
Related children age 5-17 in families in poverty	15.6%	16.9%

Personal Bankruptcy Filing Rate
(per 1,000 population)

	Okaloosa County	Florida
12-Month Period Ending March 30, 2020	1.38	2.05
12-Month Period Ending March 30, 2021	0.90	1.50
State Rank	41	NA

Nonbusiness Chapters 7 & Chapter 11

Workers Aged 16 and Over

	Okaloosa County	Florida
Place of Work in Florida		
Worked outside county of residence	9.1%	18.2%
Travel Time to Work		
Mean travel time to work (minutes)	24.1	27.8

Reported County Government Revenues and Expenditures

Revenue 2018-19	Okaloosa County	Florida*	Expenditures 2018-19	Okaloosa County	Florida*
Total - All Revenue Account Codes (\$000s)	\$359,756.1	\$48,723,763.0	Total - All Expenditure Account Codes (\$000s)	\$293,825.55	\$44,233,424.76
Per Capita \$	\$1,785.27	\$2,407.55	Per Capita \$	\$1,458.09	\$2,185.67
% of Total	100.0%	100.0%	% of Total	100.0%	100.0%
Taxes (\$000s)	\$110,315.8	\$16,114,573.3	General Government Services** (\$000s)	\$57,868.16	\$7,462,947.96
Per Capita \$	\$547.44	\$796.26	Per Capita \$	\$287.17	\$388.76
% of Total	30.7%	33.1%	% of Total	19.7%	16.9%
Permits, Fees, and Special Assessments (\$000s)	\$2,758.7	\$2,274,184.8	Public Safety (\$000s)	\$85,472.76	\$10,847,409.29
Per Capita \$	\$13.69	\$112.37	Per Capita \$	\$424.15	\$535.99
% of Total	0.8%	4.7%	% of Total	29.1%	24.5%
Intergovernmental Revenues (\$000s)	\$44,027.9	\$5,241,885.1	Physical Environment (\$000s)	\$42,092.40	\$5,318,883.90
Per Capita \$	\$218.40	\$259.01	Per Capita \$	\$209.88	\$262.81
% of Total	12.2%	10.8%	% of Total	14.3%	12.0%
Charges for Services (\$000s)	\$124,377.0	\$14,324,919.1	Transportation (\$000s)	\$35,479.56	\$5,298,301.67
Per Capita \$	\$617.21	\$707.83	Per Capita \$	\$176.07	\$261.80
% of Total	34.6%	29.4%	% of Total	12.1%	12.0%
Judgments, Fines, and Forfeits (\$000s)	\$1,193.8	\$196,108.5	Economic Environment (\$000s)	\$7,056.23	\$1,655,038.81
Per Capita \$	\$5.97	\$9.99	Per Capita \$	\$35.02	\$81.78
% of Total	0.3%	0.4%	% of Total	2.4%	3.7%
Miscellaneous Revenues (\$000s)	\$18,506.5	\$1,713,370.3	Human Services (\$000s)	\$4,771.89	\$3,755,466.15
Per Capita \$	\$91.84	\$84.66	Per Capita \$	\$23.68	\$185.57
% of Total	5.1%	3.5%	% of Total	1.6%	8.5%
Other Sources (\$000s)	\$58,576.4	\$8,856,722.0	Culture / Recreation (\$000s)	\$19,271.16	\$1,814,978.48
Per Capita \$	\$290.68	\$437.73	Per Capita \$	\$95.63	\$89.68
% of Total	16.3%	18.2%	% of Total	6.6%	4.1%
			Other Uses and Non-Operating (\$000s)	\$33,285.79	\$7,163,783.98
			Per Capita \$	\$165.23	\$353.98
			% of Total	11.3%	16.2%
			Court-Related Expenditures (\$000s)	\$8,517.69	\$916,834.54
			Per Capita \$	\$42.27	\$45.30
			% of Total	2.9%	2.1%

* All County Governments Except Duval - The consolidated City of Jacksonville / Duval County figures are included in municipal totals rather than county government totals.

** (Not Court-Related)

Quality of Life

Crime	Okaloosa County	Florida
Crime rate, 2020 (index crimes per 100,000 population)	1,825.4	2,152.3
Admissions to prison FY 2019-20	340	21,276
Admissions to prison per 100,000 population FY 2019-20	166.7	98.5

State Infrastructure

Transportation	Okaloosa County	Florida
State Highway Centerline Miles	215.5	12,128.1
Lane Miles	705.5	45,030.3
State Bridges Number	85	7,044

State Facilities

Buildings/Facilities (min. 300 Square Feet)	Okaloosa County	Florida
Number	90	9,630
Square Footage	468,016	66,969,245

Conservation Land (land acres only)

State-Owned (includes partially-owned)	Okaloosa County	Florida
% of Total Conservation Land (CL)	22.9%	51.6%
% of Total Area Land	12.2%	15.7%
% of Florida State-Owned CL	1.3%	
State-Managed	71,794	5,486,474
% of Total Conservation Land (CL)	22.6%	52.6%
% of Total Area Land	12.1%	16.0%
% of Florida State-Managed CL	1.3%	

Health Insurance Status

Percent Insured by Age Group	Okaloosa County	Florida
Under 65 years	86.8%	83.9%
Under 19 years	92.9%	92.4%
18 to 64 years	84.4%	80.8%

State and Local Taxation

2020 Ad Valorem Millage Rates	Okaloosa County	Not County-Wide*
County-Wide	3.6308	0.1400
School	6.0350	
Municipal		1.7432
Special Districts	0.0311	1.1554

*MSTU included in Not County-Wide "County" category

Education

Public Education Schools Traditional Setting (2020-21)	Okaloosa County School District	Florida
Total (state total includes special districts)	42	3,744
Elementary	19	1,883
Middle	7	573
Senior High	5	715
Combination	11	573

Educational attainment

Persons aged 25 and older	Okaloosa County	Florida
% HS graduates or higher	92.4%	88.2%
% bachelor's degree or higher	31.1%	29.9%

Prepared by:
Florida Legislature
Office of Economic and Demographic Research
311 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588
(850) 487-1402 <http://edr.state.fl.us>



May 2021

Last Deed of Record

This instrument prepared by: George P. Winton, Jr., 4841 Oakhill Rd.
Columbia, S.C. 29206

This Warranty Deed Made the 20th day of Jan A D 1978 by
GEORGE P. WINTON, JR. AND WIFE, LUCILLE C. WINTON BOOK 950 PAGE 594
hereinafter called the grantor, to
GEORGE B. WINTON, a married man

OFFICIAL RECORDS

whose postoffice address is 23 King Street, Apt. 6, Charleston, S.C. 29401
hereinafter called the grantee:

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, releases, conveys and confirms unto the grantee, all that certain land situate in OKALOOSA County, Florida, viz:

Block H-7, except the North 300 feet thereof, Calhouns Subdivision of addition to Destin, Okaloosa County, Florida, according to the plat recorded in Plat Book 2, Page 43-A, Public Records of Okaloosa County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1977.

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

Signed, sealed and delivered in our presence:

Judy P. Lowe
George Winton

George P. Winton, Jr.
Lucille C. Winton

L.S.

L.S.

STATE OF SOUTH CAROLINA
COUNTY OF Richland

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

GEORGE P. WINTON, JR. AND LUCILLE C. WINTON

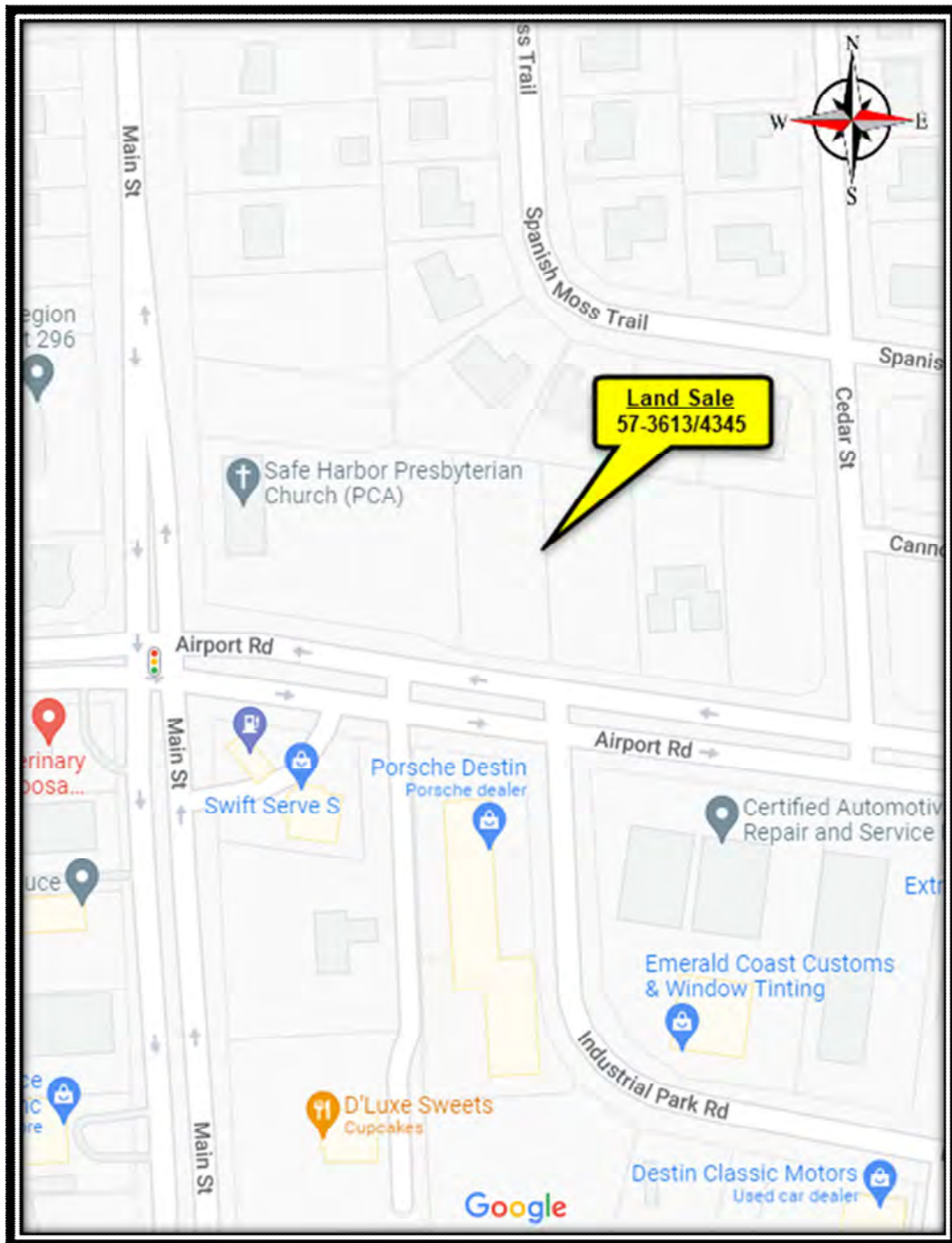
45 01 114 52 114 01.

Witness my hand and official seal in the County and State last aforesaid this 20th day of Jan 1978
Carolyn S. Lewis
NOTARY PUBLIC
MY COMMISSION EXPIRES: 15 Jan 84



Vacant Comparable Sales

57-3613/4345
Valiant Investments
Location Map



57-3613/4345
Valiant Investments
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3613/4345
Grantor	Shiloh Developing, LLC
Grantee	Valiant Investments, LLC
Sale Date	April 1, 2022
Date of Inspection	April 4, 2022
Dimensions	See Attached Sketches
Source of Dimensions	Site – Deed of Record
Land Area	0.840 Acres
	36,589 Square Feet
Roadway	Airport Road - Paved 4-Lane
Traffic Count	19,900 (Airport Road)
Topography	Generally Level
Soil Type	Mandarin and Kureb
Shape	Basically Rectangular
Wetland Characteristics	0% – (per National Wetlands Inventory Map)
Floodplain	Zone X
Water Retention	On-Site
Consideration	\$499,000
Adjustments	<u>\$ 0</u>
Total Indication	\$499,000
Unit Price	\$594,048 per Acre
	\$13.64 per Square Foot
Type of Instrument	Warranty Deed
Tax ID #	00-2S-22-3091-000J-0150 & 00-2S-22-3091-000J-0140
Location	807 & 809 Airport Road Destin, FL 32541 This property is located along the north side of Airport Road approximately 200 feet west of Cedar Street in Destin, Okaloosa County, Florida.
Section/Township/Range	Section 00, 2 South, 22 West
Land Use/Zoning Designation	ROI-VR (City of Destin)
Concurrency Issues	None Noted
Present Use at Time of Sale	Vacant
Highest and Best Use at Sale Date	Residential or Commercial Development
Conditions of Transaction	Arms-Length Transaction
Financing	Cash Equivalent to Seller
Encumbrances	None that would affect highest and best use or value
Improvements	See Notes
Utilities	All utilities were available at the time of sale.

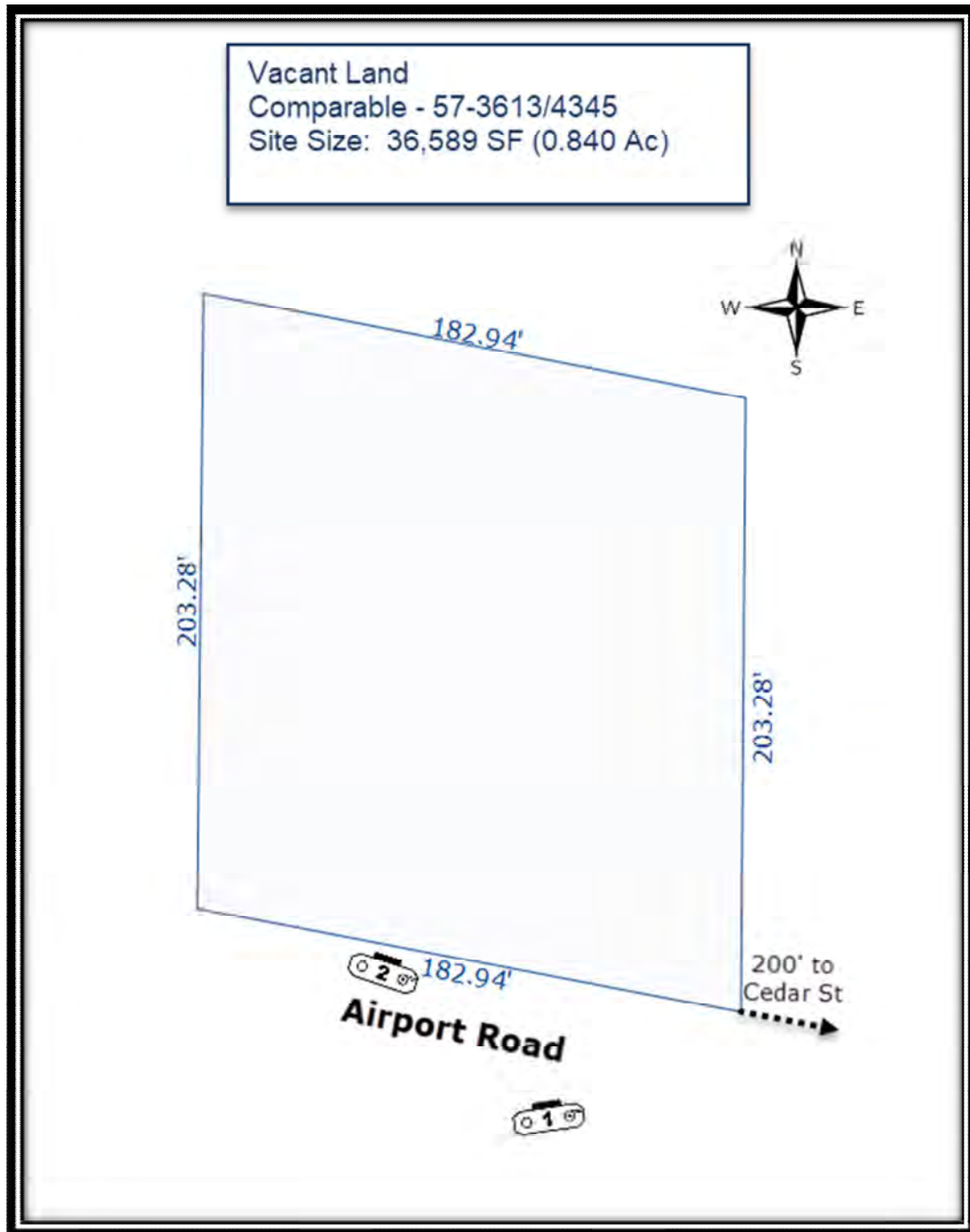
57-3613/4345
Valiant Investments
Transaction/Property Detail (Continued)

MLS Number	864446 & 864448
Time of Exposure/Days on the Market	201 Days
Motivation of Sale	Seller – Disposition of Asset Buyer – Hold for Development

Verification 1

Name	Paul Shorey (Engel & Volkers)
Date	April 7, 2022
Phone	850-699-7397
Relationship	Listing Agent
Confirmed by	Shannon Ross Deal, MAI/Jon Cumbaa
Remarks	The agent confirmed the sale was an arm's length transaction.

57-3613/4345
Valiant Investments
Property Sketch



57-3613/4345
Valiant Investments
Photograph(s)

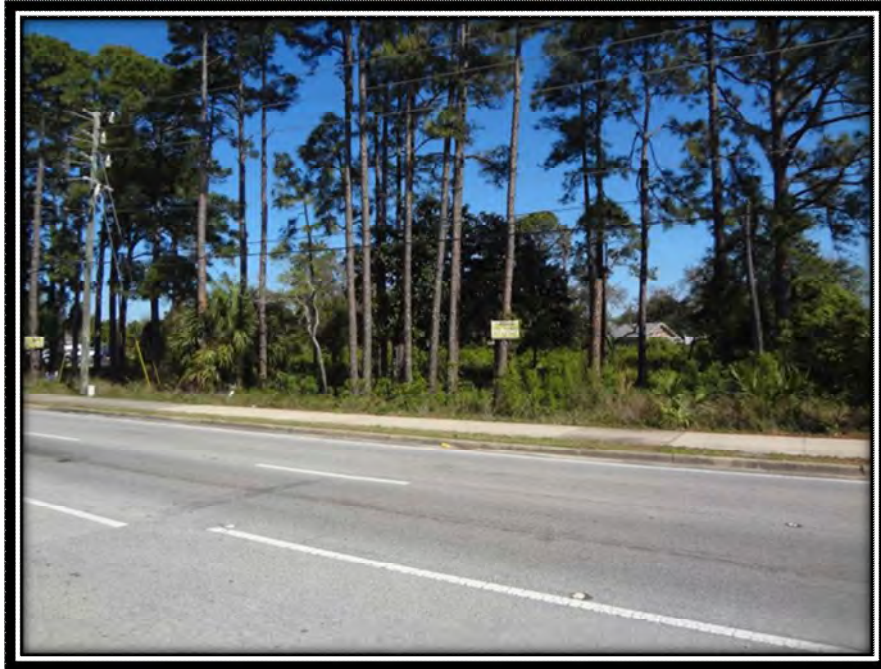


Photo #1 - Taken by Shannon Ross Deal, MAI on April 4, 2022

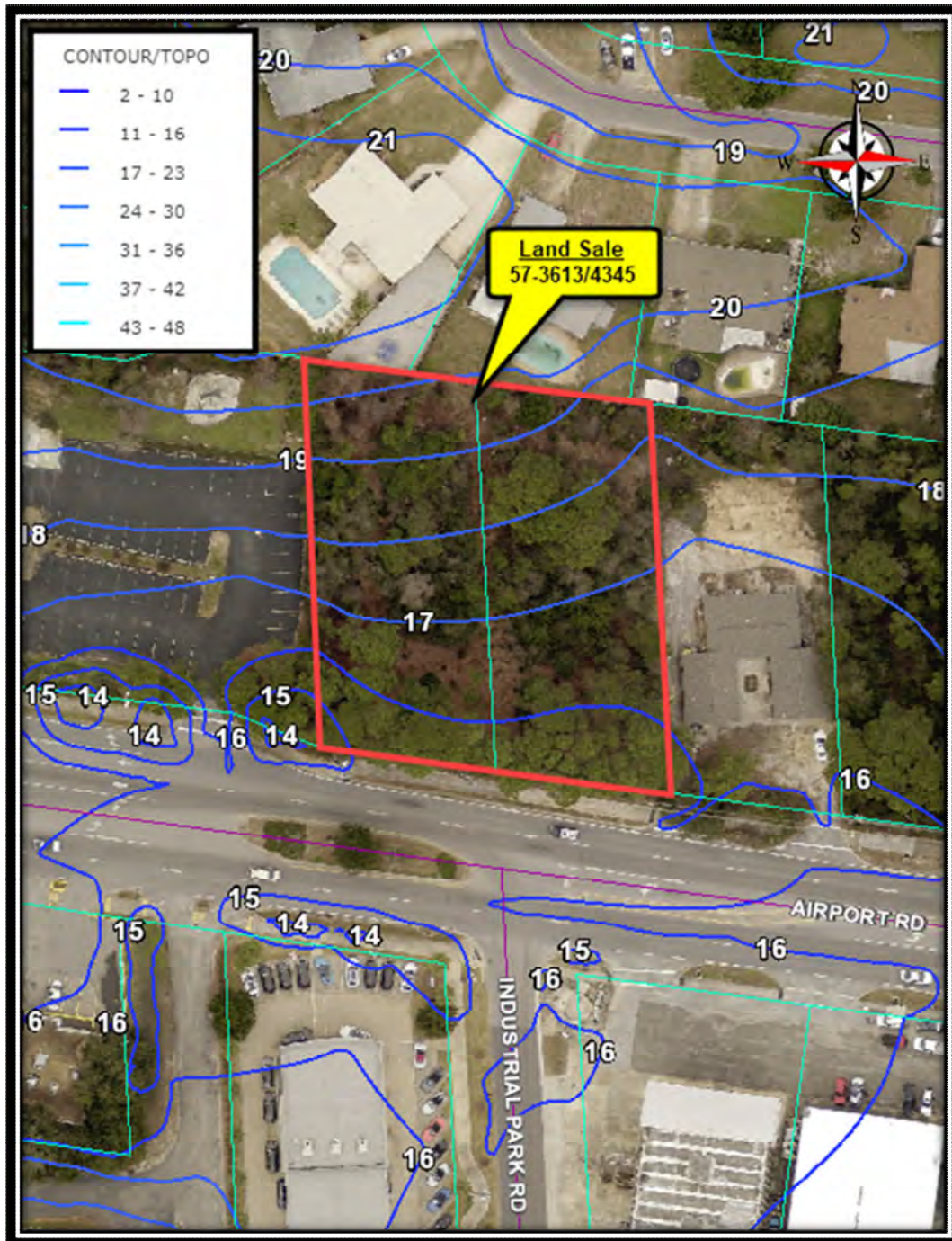


Photo #2 - Taken by Shannon Ross Deal, MAI on April 4, 2022

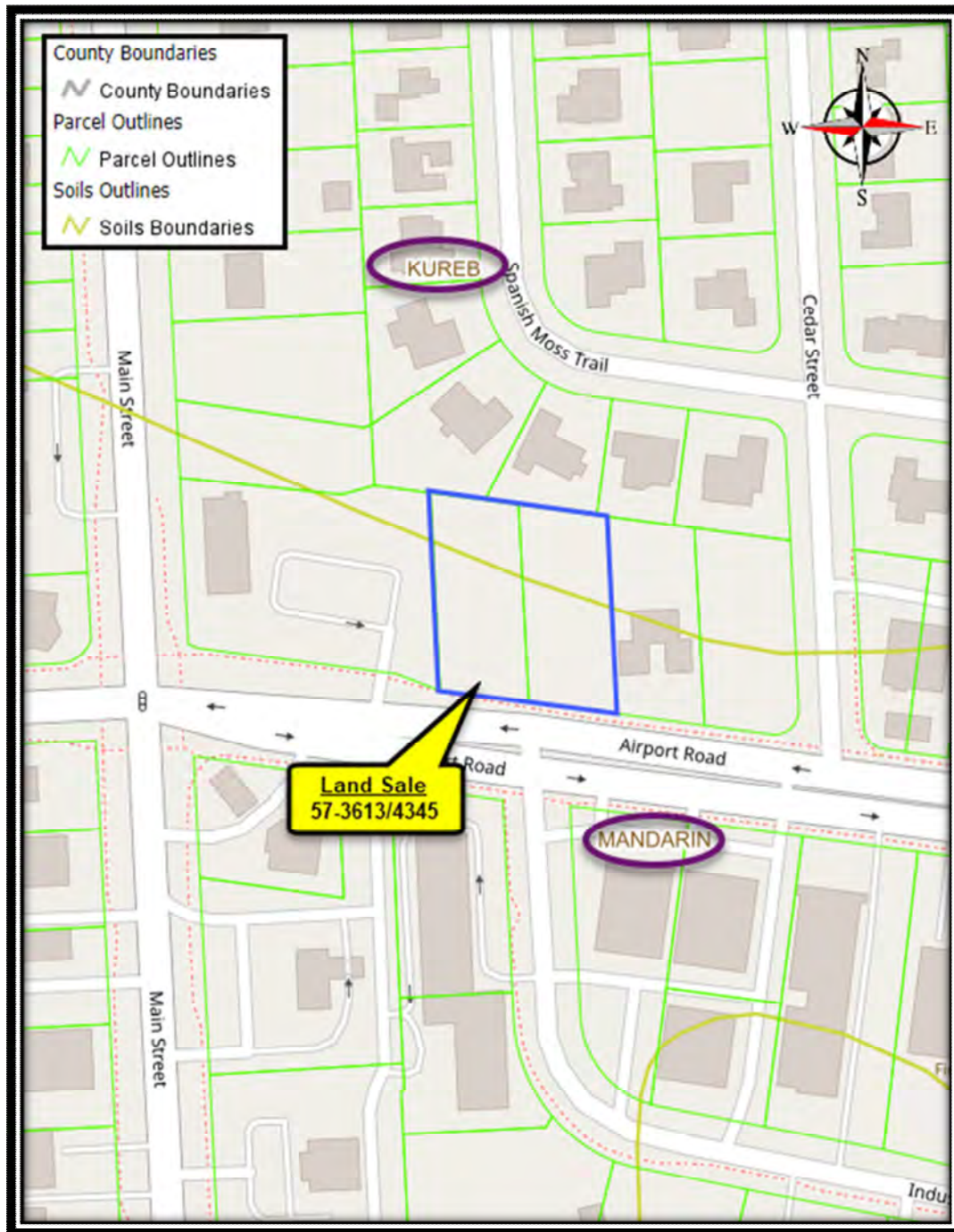
57-3613/4345
Valiant Investments
Aerial Map



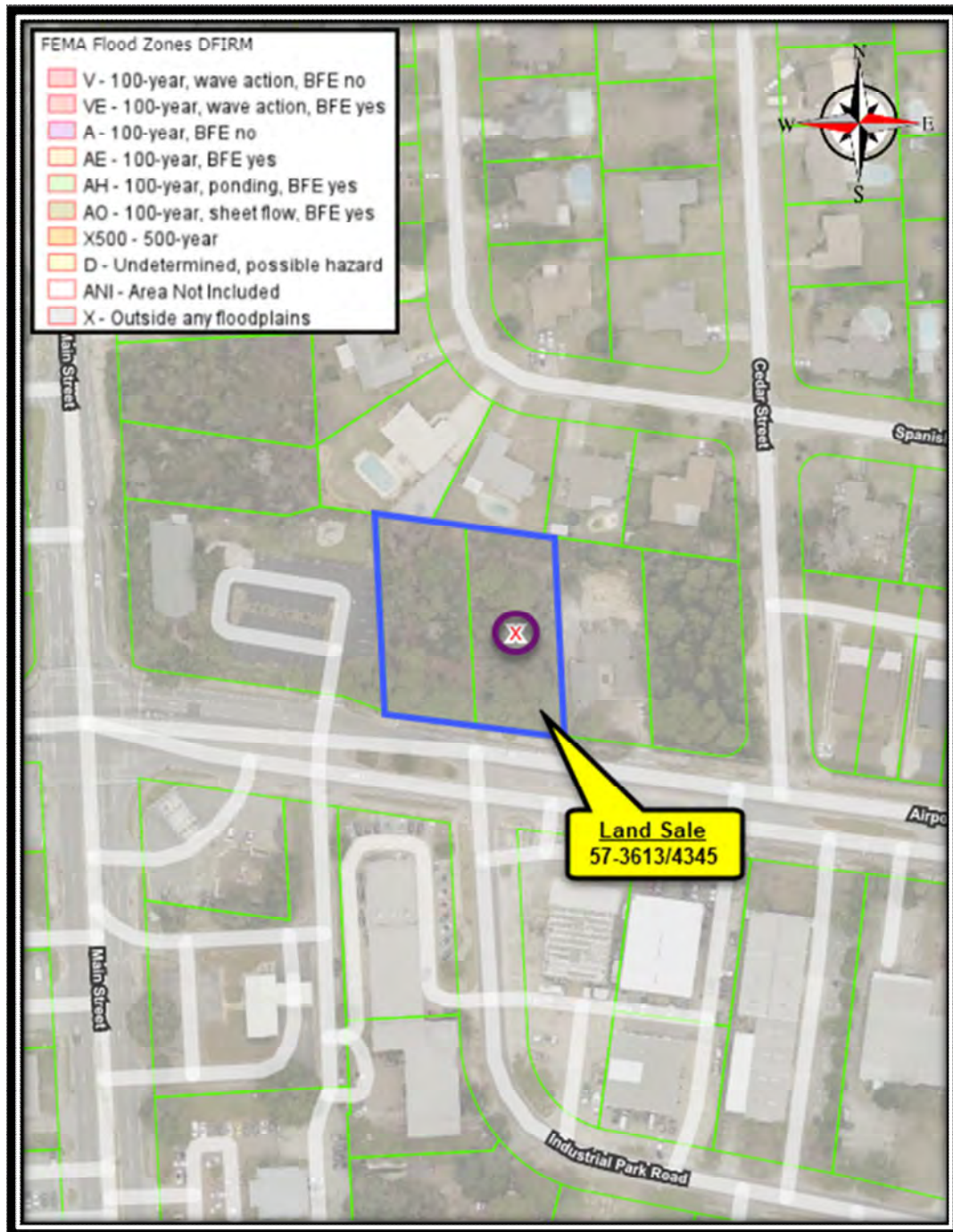
57-3613/4345
Valiant Investments
Contour/Elevation Map



57-3613/4345
Valiant Investments
Soils Map



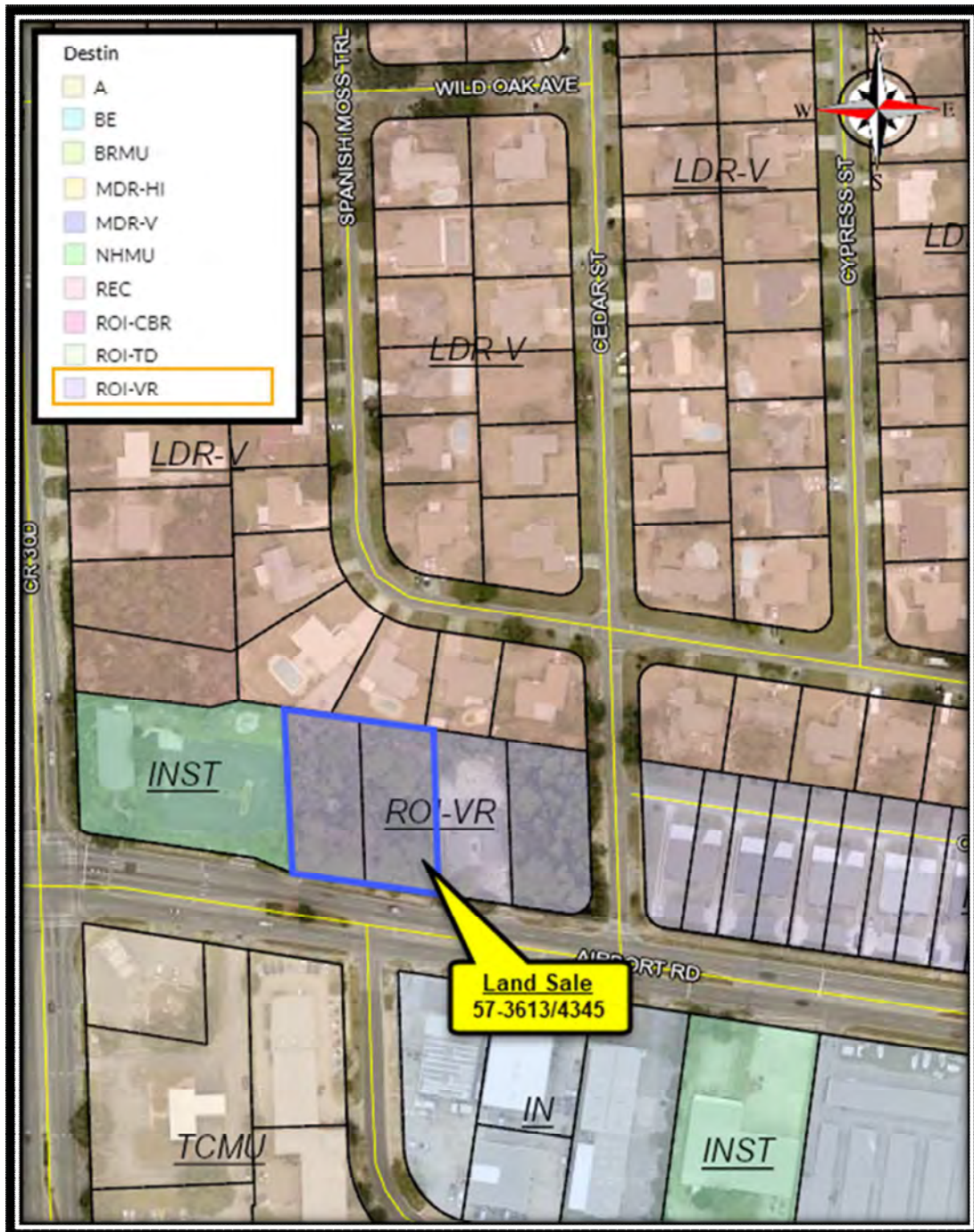
57-3613/4345
Valiant Investments
Flood Zone Map



57-3613/4345
Valiant Investments
Wetlands Map



57-3613/4345
Valiant Investments
Zoning/Land Use Map



57-3613/4345
Valiant Investments
Property Transfer Deed

FILE #3539186 RCD: 4/1/2022 1:17 PM, BK: 3613 PG: 4345, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$3,493.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

Prepared By and Return to:
Nautilus Title & Escrow
12273 Emerald Coast Parkway, Suite 201
Miramar Beach, Florida 32550

File No. 2022021467

Property Appraiser's Parcel ID (folio) Number(s):
nn-2S-22-3091-000J-0140

Warranty Deed

THIS WARRANTY DEED dated April 1, 2022 by Shiloh Developing, LLC, a Florida limited liability company, whose address is: 5 Bay Drive, Fort Walton Beach, FL 32548 hereinafter called the grantor, to Valiant Investments, LLC, a Florida limited liability company, whose address is: 4743 Paypaya Park, Destin, FL 32541 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in OKALOOSA County, Florida:

Lots 14 and 15, Block J, FIRST ADDITION TO KELL-AIRE GARDENS SUBDIVISION, according to the Plat thereof recorded in Plat Book 5, page 89, Public Records of Okaloosa County, Florida.

Subject to easements, restrictions, reservations and limitations recorded, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

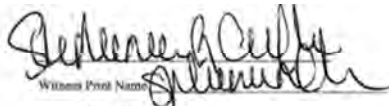
TO HAVE AND TO HOLD the same in fee Simple and Forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2021.

57-3613/4345
Valiant Investments
Property Transfer Deed

BK: 3613 PG: 4346

Signed, sealed and delivered in the presence of:

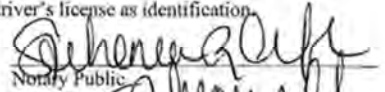

Witness Print Name: Jennifer L. Lee

Shiloh Developing, LLC, a Florida limited liability company


Shawn G. Mallin, as Managing Member

STATE OF FLORIDA
COUNTY OF Wichita

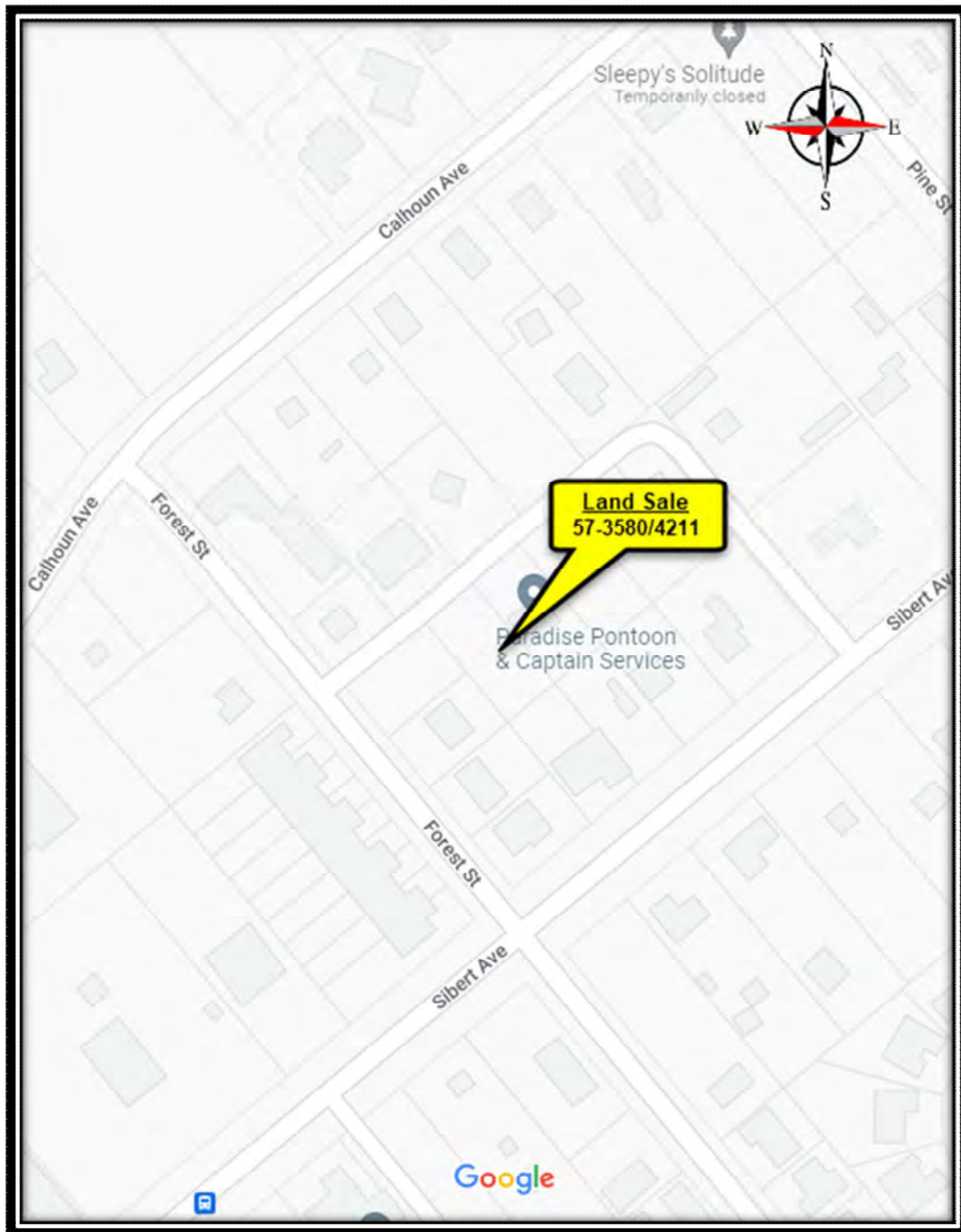
The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization, this 28th day of March, 2022 by Shawn G. Mallin, as Managing Member of Shiloh Developing, LLC, a Florida limited liability company, who is/are personally known to me or who has/have produced a driver's license as identification.


Notary Public
Print Name: Stephanie R. Crisafulli
My Commission Expires: June 18, 2025

(seal)



57-3580/4211
Dannysandru, LLC
Location Map



57-3580/4211
Dannysandru, LLC
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3580/4211
Grantor	Phillip D. Metz
Grantee	Dannysandru, LLC
Sale Date	October 14, 2021
Date of Inspection	April 4, 2022
Dimensions	See Attached Sketches
Source of Dimensions	Site – Deed of Record
Land Area	0.275 Acres
	12,000 Square Feet
Roadway	Reddin Brunson Road - Paved 2-Lane
Traffic Count	Not Measured (Reddin Brunson Road)
Topography	Generally Level
Soil Type	Kureb
Shape	Basically Rectangular
Wetland Characteristics	0% – (per National Wetlands Inventory Map)
Floodplain	Zone X
Water Retention	On-Site
Consideration	\$205,000
Adjustments	<u>\$ 0</u>
Total Indication	\$205,000
Unit Price	\$745,455 per Acre
	\$17.08 per Square Foot
Type of Instrument	Warranty Deed
Tax ID #	00-2S-22-0310-000D-0176
Location	3 Reddin Brunson Road Destin, FL 32541 This property is located along the south side of Reddin Brunson Road approximately 125 feet east of Forest Street in Destin, Okaloosa County, Florida.
Section/Township/Range	Section 00, 2 South, 22 West
Land Use/Zoning Designation	LDR-V (City of Destin)
Concurrency Issues	None Noted
Present Use at Time of Sale	Vacant
Highest and Best Use at Sale Date	Residential Development
Conditions of Transaction	Arms-Length Transaction
Financing	Cash Equivalent to Seller
Encumbrances	None that would affect highest and best use or value
Improvements	See Notes
Utilities	All utilities were available at the time of sale.

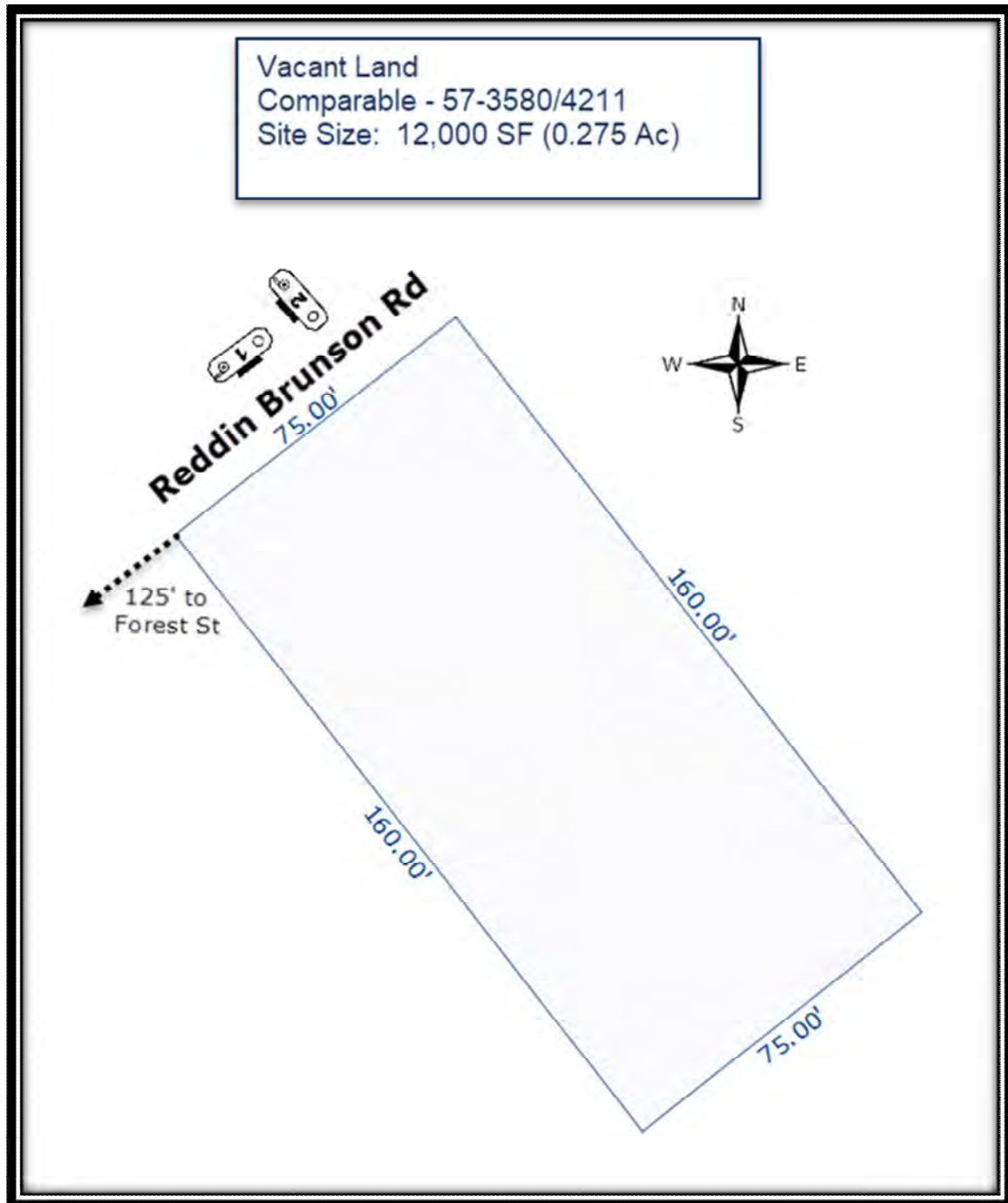
57-3580/4211
Dannysandru, LLC
Transaction/Property Detail (Continued)

MLS Number	876274
Time of Exposure/Days on the Market	90 Days
Motivation of Sale	Seller – Disposition of Asset Buyer –Development with a Single-Family Residence

Verification 1

Name	Libby Roozen (Engel & Volkers)
Date	April 7, 2022
Phone	414-559-6998
Relationship	Listing Agent
Confirmed by	Shannon Ross Deal, MAI/Jon Cumbaa
Remarks	The agent confirmed the sale was an arm's length transaction.

57-3580/4211
Dannysandru, LLC
Property Sketch



57-3580/4211
Dannysandru, LLC
Photograph(s)



Photo #1 - Taken by Shannon Ross Deal, MAI on April 4, 2022

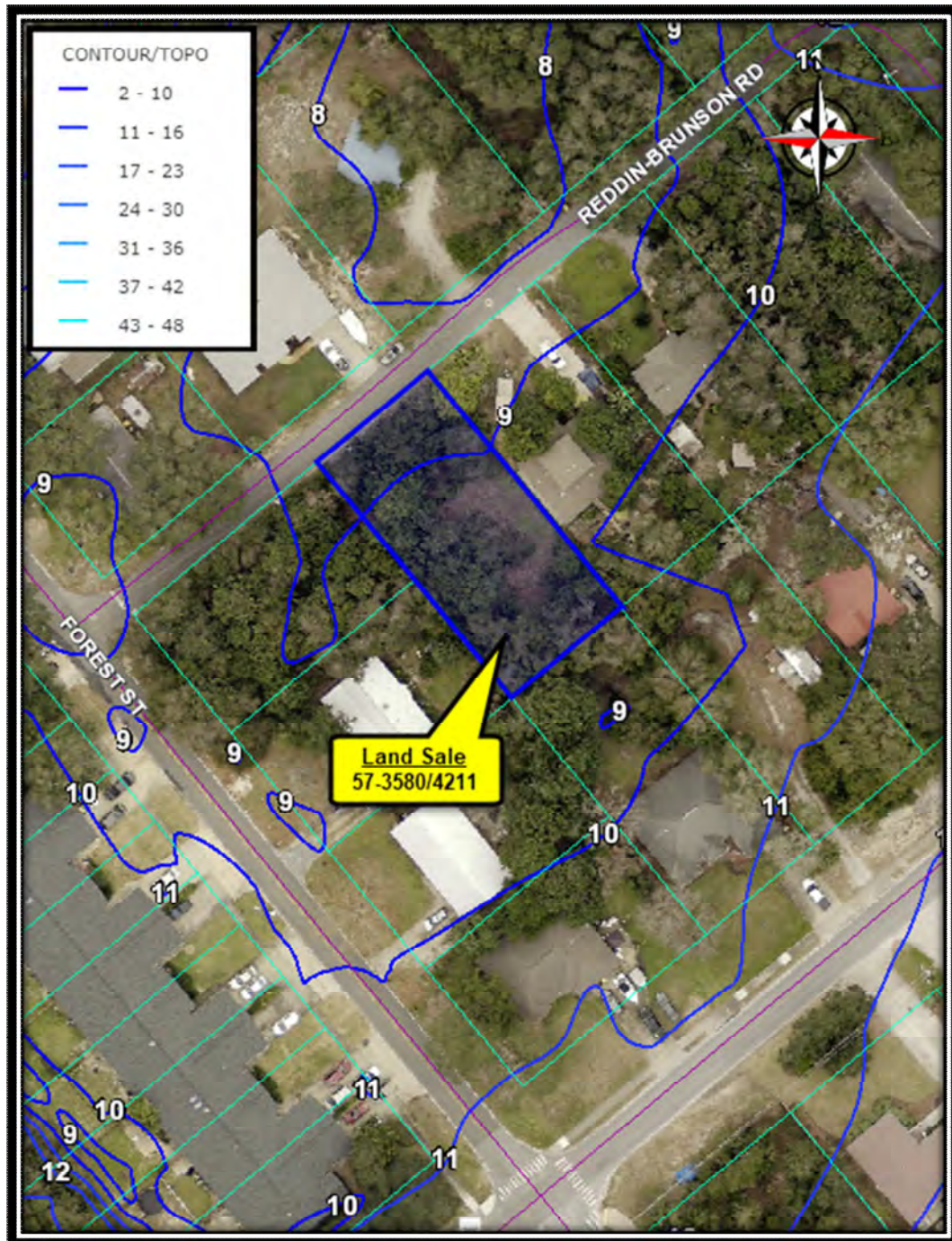


Photo #2 - Taken by Shannon Ross Deal, MAI on April 4, 2022

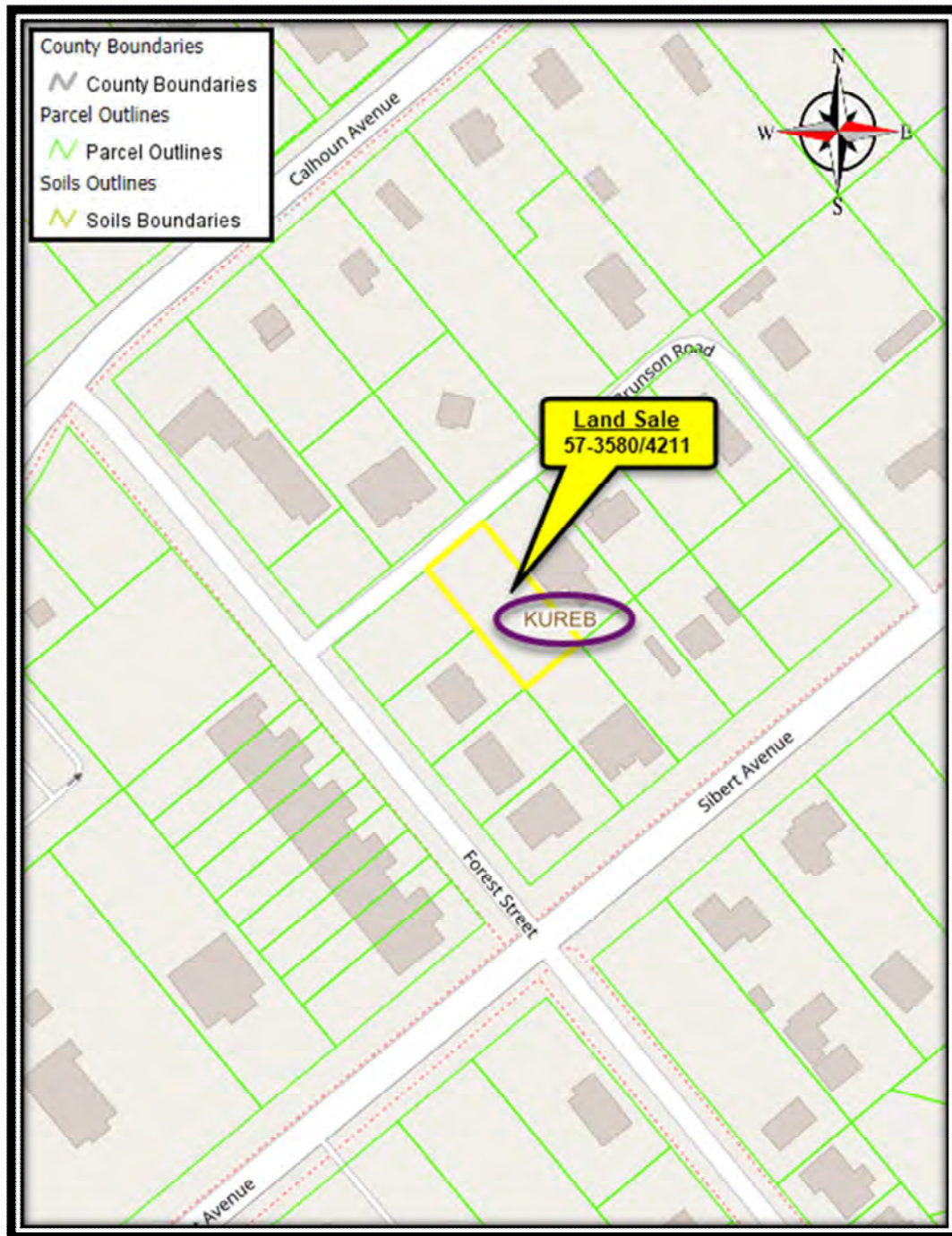
57-3580/4211
Dannysandru, LLC
Aerial Map



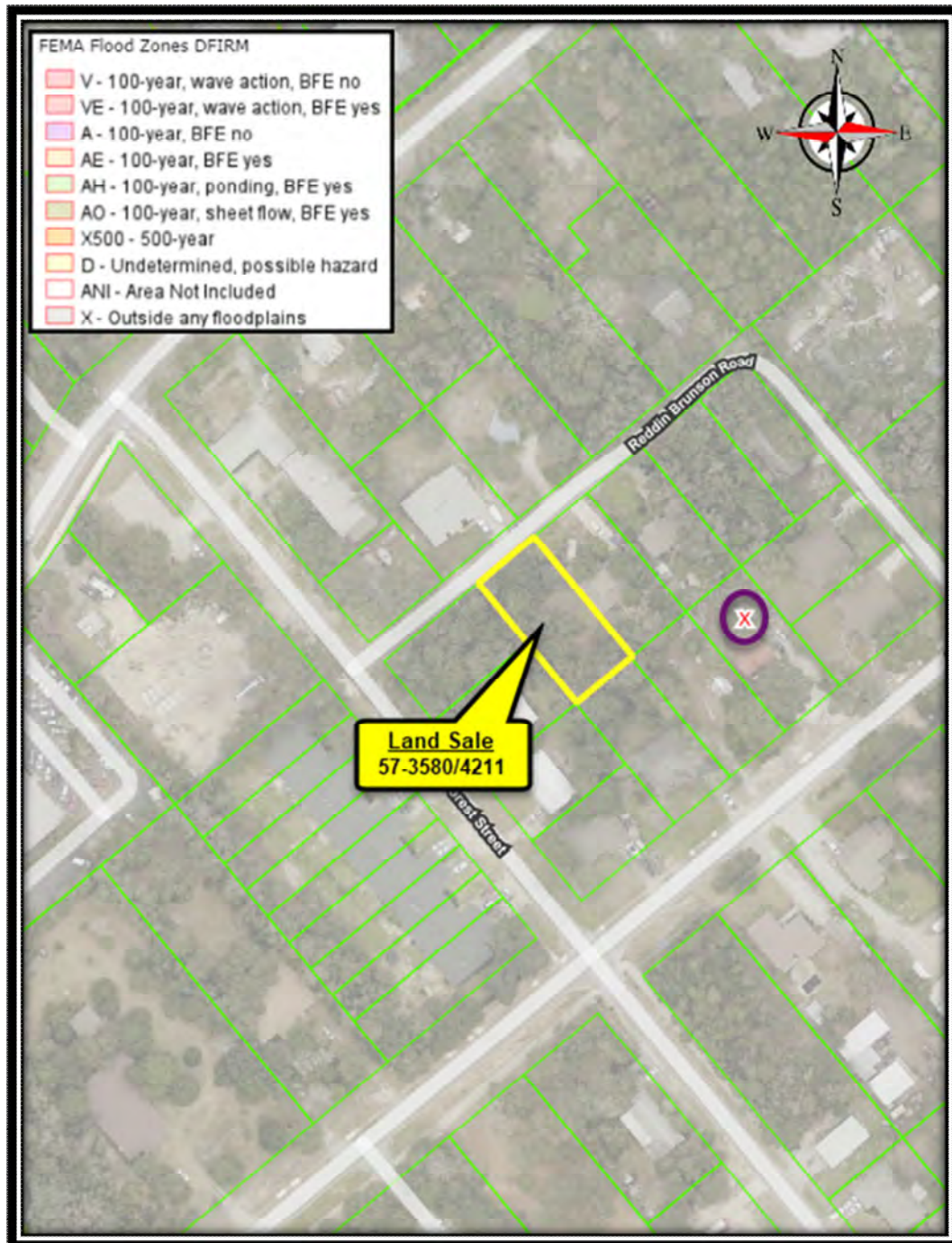
57-3580/4211
Dannysandru, LLC
Contour/Elevation Map



57-3580/4211
Dannysandru, LLC
Soils Map



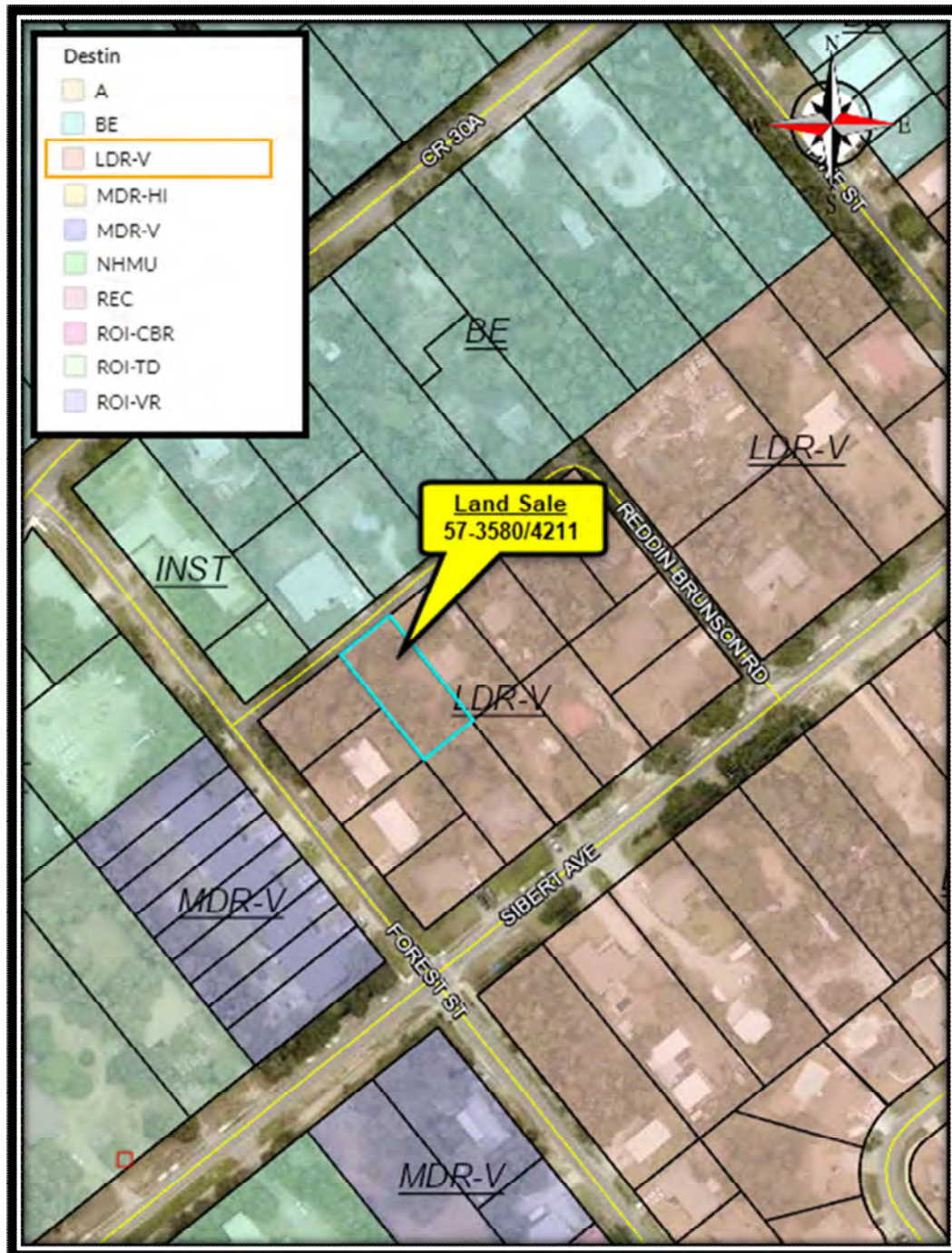
57-3580/4211
Dannysandru, LLC
Flood Zone Map



57-3580/4211
Dannysandru, LLC
Wetlands Map



57-3580/4211
Dannysandru, LLC
Zoning/Land Use Map



57-3580/4211
Dannysandru, LLC
Property Transfer Deed

FILE #3497282 RCD: 10/15/2021 10:11 AM, BK: 3580 PG: 4211, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stmp: \$1,435.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Diavago J. Runnels, III
Hall & Runnels
4399 Commons Drive East
Suite 300
Destin, Florida 32541

21-1111

(The space above is provided for recording information.)

WARRANTY DEED

THIS WARRANTY DEED made this 19 day of OCT, 2021, between **Phillip D. Metz, an unmarried man**, whose mailing address is 113 Rainbow Drive NW, Fort Walton Beach, Florida 32548, hereinafter referred to as "grantor", and **Dannysandru, LLC, a Florida limited liability company**, whose mailing address is 2 Hollywood Blvd SW, Fort Walton Beach, Florida 32548, hereinafter referred to as "grantee". (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

The Northeast 75 feet of the Southeast 160 feet of the Northwest 185 feet of Lot 18 and a perpetual easement for ingress, egress, and regress over the Northwest 25 feet of Lots 17, 18, 19, 20, and 21 all in Block "D" of SECOND REVISION OF CALHOUNS SUBDIVISION of Addition to Town of Destin, Florida, according to the plat thereof as recorded in Plat Book 2, Page 43A, Public Records of Okaloosa County, Florida.

Parcel Identification No. 00-2S-22-0310-000D-0176

This conveyance is made subject to covenants, conditions, restrictions and easements of record, if any, which may now affect the above described property, but this provision shall not operate to reimpose the same. Also subject to zoning regulations and ordinances, and to real estate taxes for the year 2021 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

57-3580/4211
Dannysandru, LLC
Property Transfer Deed

BK: 3580 PG: 4212

AND Grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

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

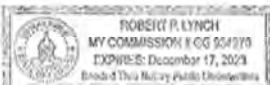
Signed, Sealed, and Delivered
in our presence as witnesses:

witness #1 signature <u>Robert D. Lynch</u> print witness #1 name _____ witness #2 signature <u>Allen</u> print witness #2 name <u>Allen</u>	<u>Phillip D. Metz</u> Phillip D. Metz - Seller _____ - Seller
--	--

STATE OF FL
COUNTY OF Okaloosa

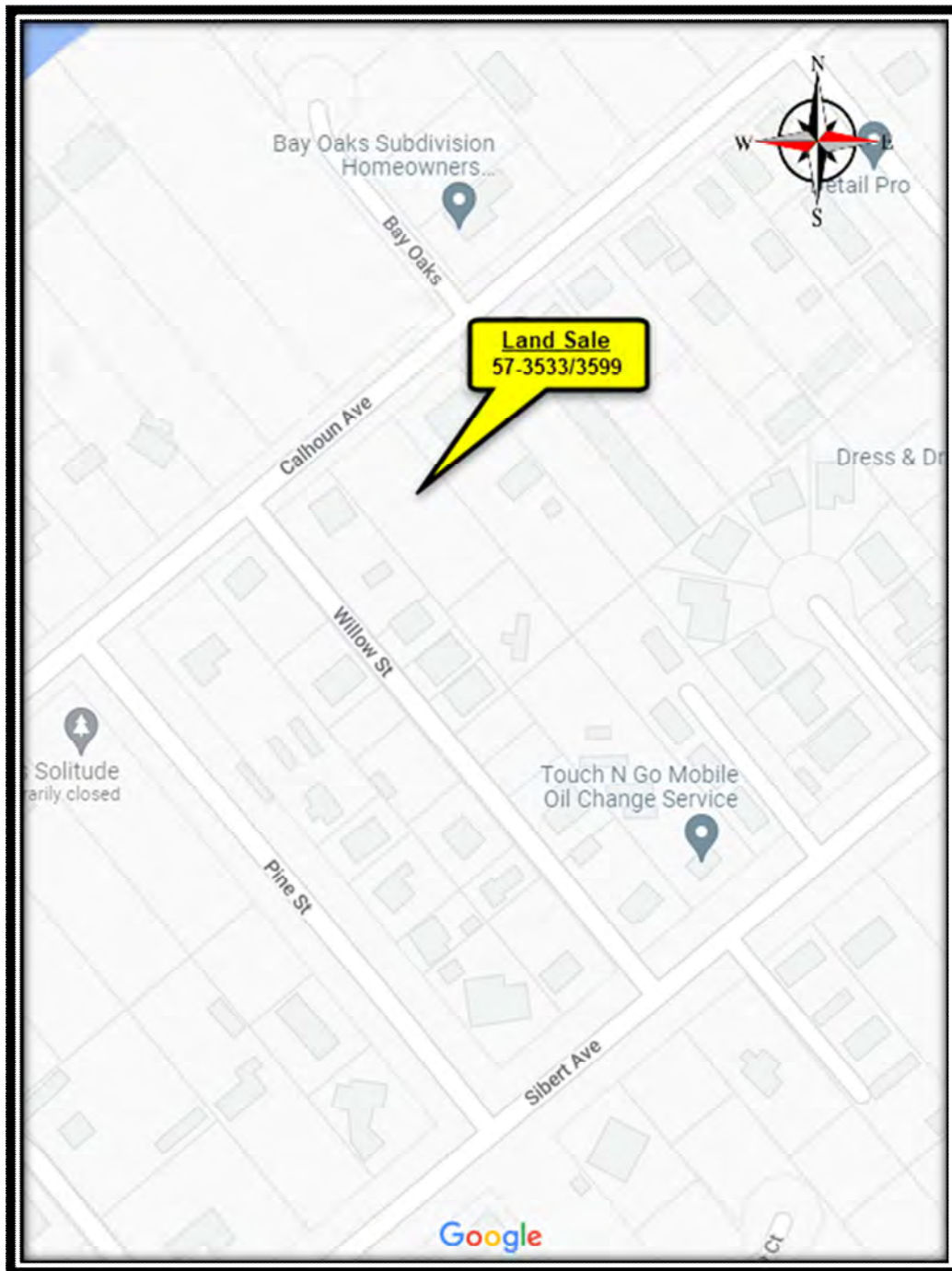
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14 day of Oct, 2021, by Phillip D. Metz, an unmarried man who: (Notary must check applicable box)

☐ is personally known to me.
☒ produced a current FL (state) driver's license as identification.
☐ produced _____ as identification.

(notary seal) 

Phillip D. Metz
Notary Public
print Notary Name
My Commission Expires: _____

57-3533/3599
Schofield
Location Map



57-3533/3599
Schofield
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3533/3599
Grantor	Umarbek Masharipov and Elvira Rahimova
Grantee	Missy Schofield
Sale Date	March 15, 2021
Date of Inspection	April 4, 2022
Dimensions	See Attached Sketches
Source of Dimensions	Site – Deed of Record
Land Area	0.786 Acres
	34,225 Square Feet
Roadway	Calhoun Avenue - Paved 2-Lane
Traffic Count	Not Measured (Calhoun Avenue)
Topography	Generally Level
Soil Type	Kureb
Shape	Basically Rectangular
Wetland Characteristics	0% – (per National Wetlands Inventory Map)
Floodplain	Zone X
Water Retention	On-Site
Consideration	\$387,000
Adjustments	<u>\$ 0</u>
Total Indication	\$387,000
Unit Price	\$492,366 per Acre
	\$11.31 per Square Foot
Type of Instrument	Warranty Deed
Tax ID #	00-2S-22-0310-000D-052A
Location	318 Calhoun Avenue Destin, FL 32541 This property is located along the south side of Calhoun Avenue approximately 85 feet east of Willow Street in Destin, Okaloosa County, Florida.
Section/Township/Range	Section 00, 2 South, 22 West
Land Use/Zoning Designation	BE (City of Destin)
Concurrency Issues	None Noted
Present Use at Time of Sale	Vacant
Highest and Best Use at Sale Date	Residential Development
Conditions of Transaction	Arms-Length Transaction
Financing	Cash Equivalent to Seller
Encumbrances	None that would affect highest and best use or value
Improvements	See Notes
Utilities	All utilities were available at the time of sale.

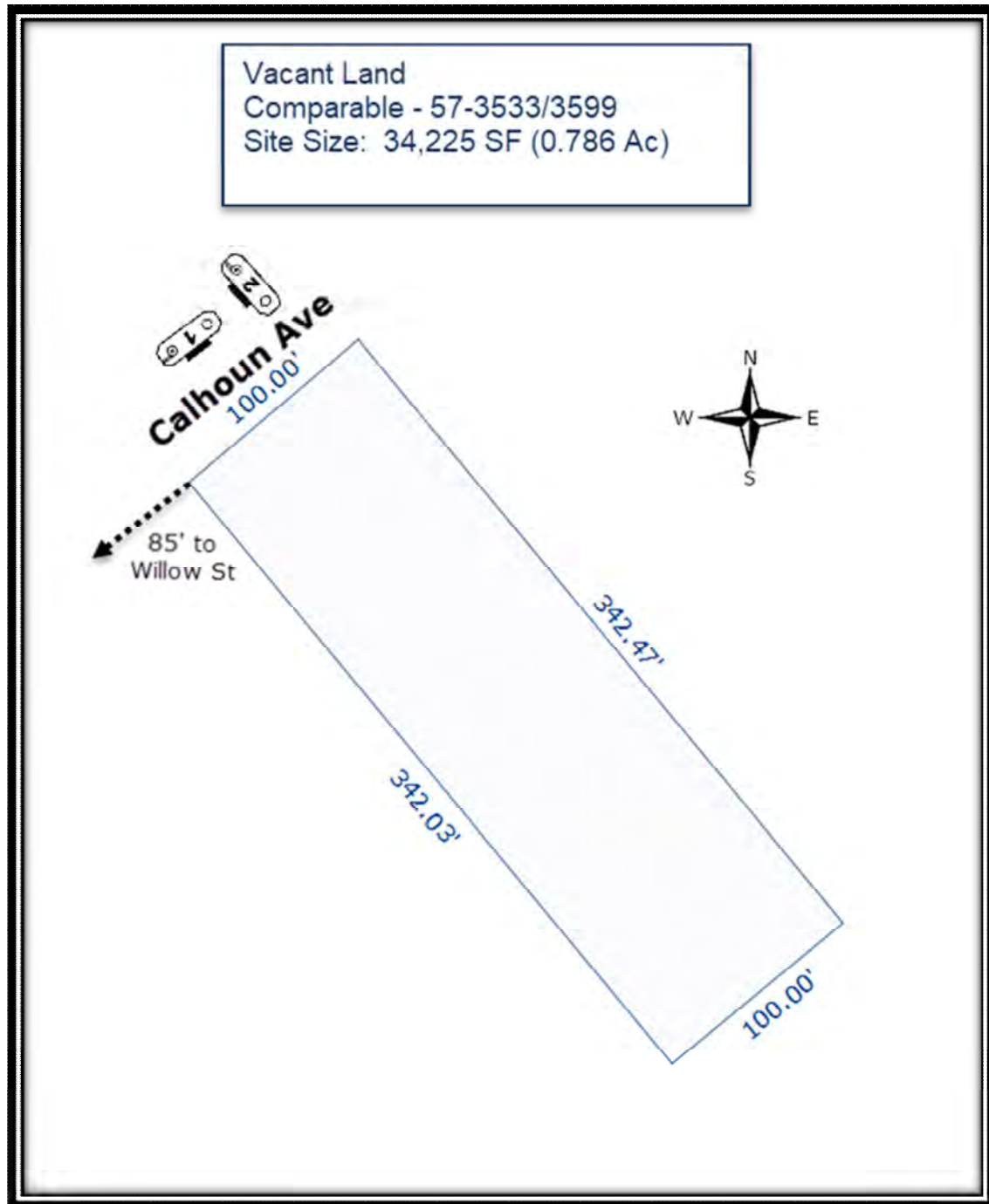
57-3533/3599
Schofield
Transaction/Property Detail (Continued)

MLS Number	795020
Time of Exposure/Days on the Market	1,011 Days
Motivation of Sale	Seller – Disposition of Asset Buyer – Hold for Development

Verification 1

Name	Julia Masharipovae (World Impact Real Estate)
Date	April 5, 2022
Phone	850-865-8050
Relationship	Listing Agent
Confirmed by	Shannon Ross Deal, MAI/Jon Cumbaa
Remarks	The agent confirmed the sale was an arm's length transaction.

57-3533/3599
Schofield
Property Sketch



57-3533/3599
Schofield
Photograph(s)



Photo #1 - Taken by Shannon Ross Deal, MAI on April 4, 2022

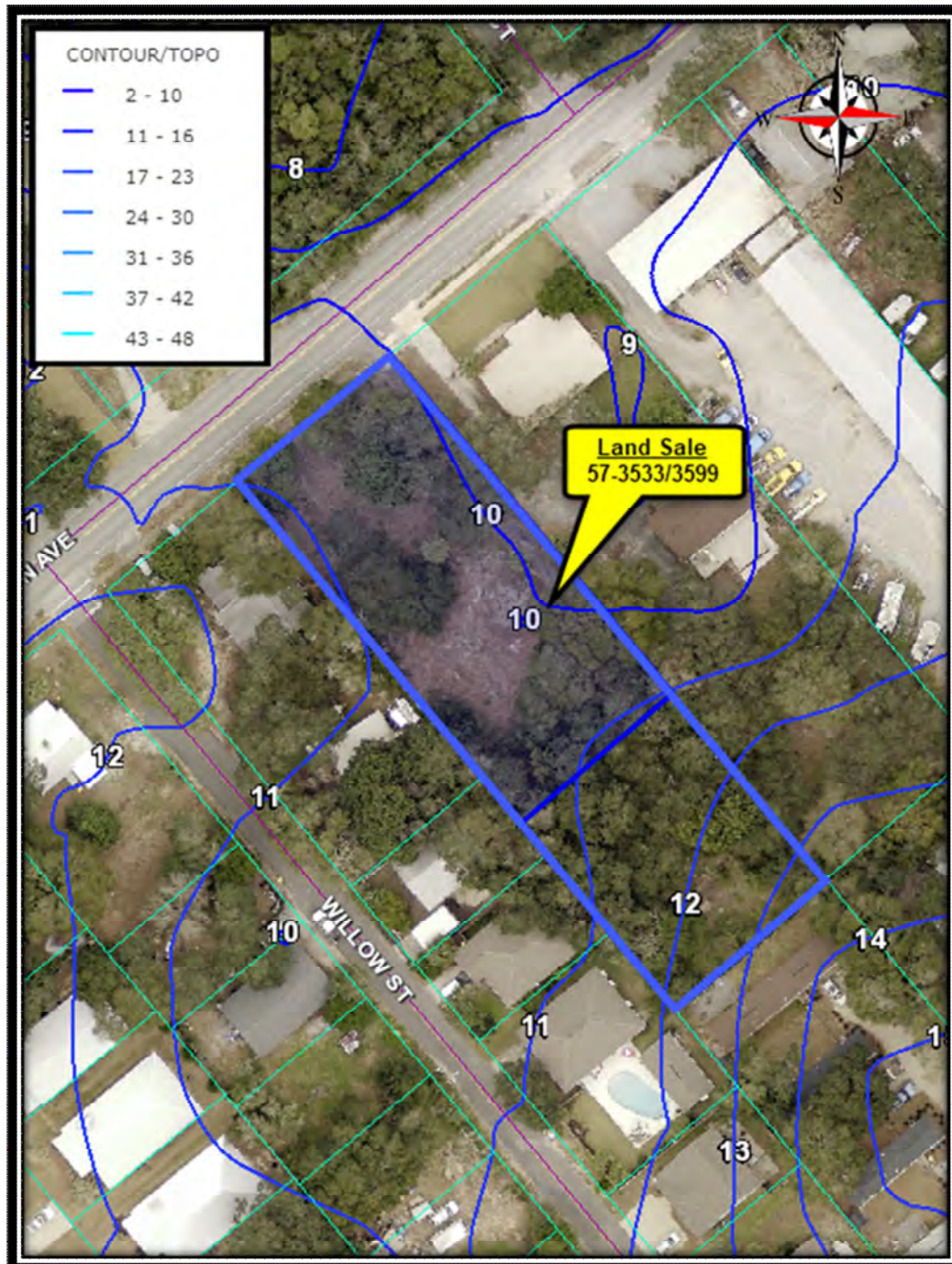


Photo #2 - Taken by Shannon Ross Deal, MAI on April 4, 2022

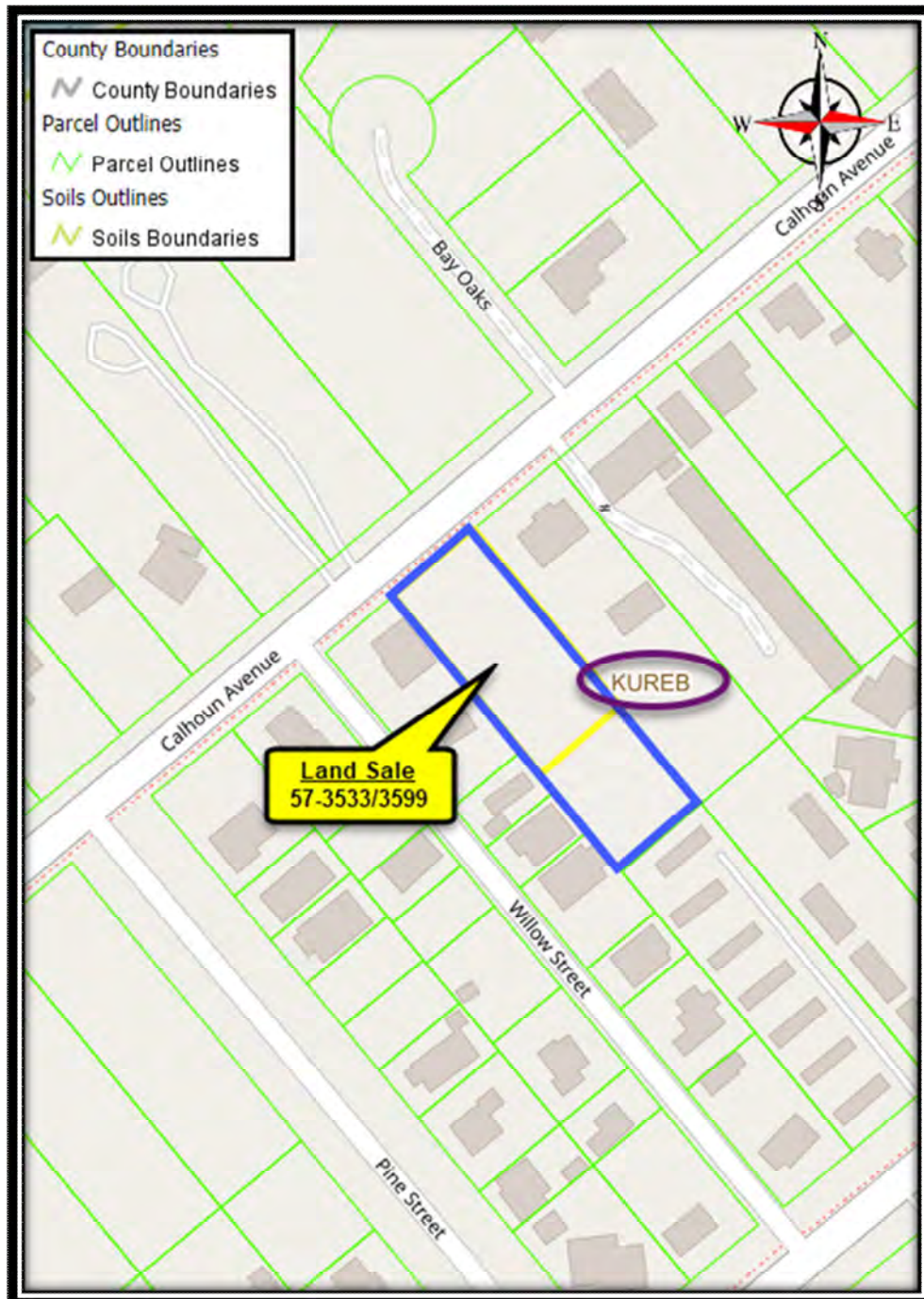
57-3533/3599
Schofield
Aerial Map



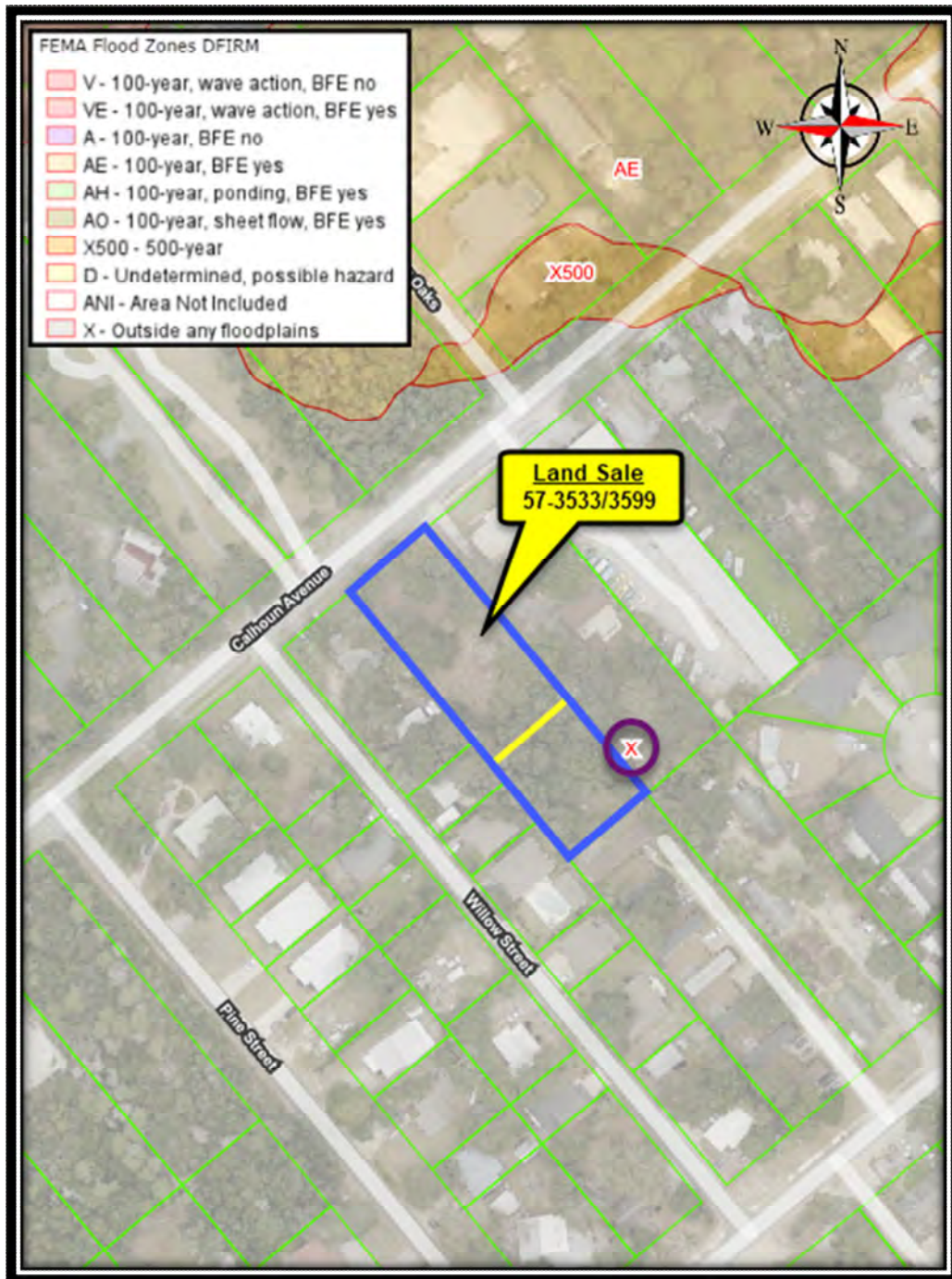
57-3533/3599
Schofield
Contour/Elevation Map



57-3533/3599
Schofield
Soils Map



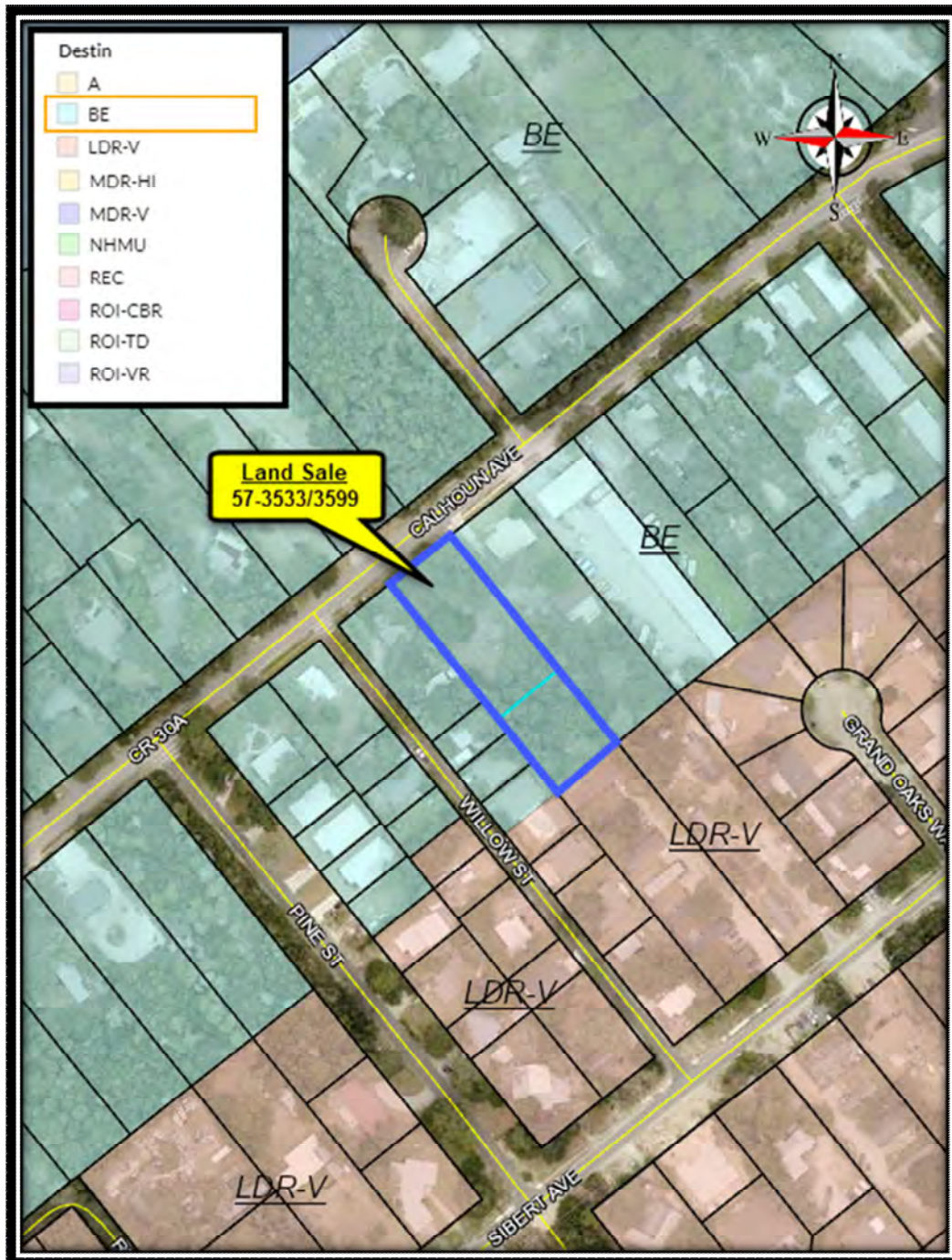
57-3533/3599
Schofield
Flood Zone Map



57-3533/3599
Schofield
Wetlands Map



57-3533/3599
Schofield
Zoning/Land Use Map



57-3533/3599
Schofield
Property Transfer Deed

FILE #3439730 RCD: 3/22/2021 10:31 AM, BK: 3533 PG: 3599, RECORDING: \$10.50 RECORDING ARTICLE V: \$8.00
D Doc Stamp: \$2,709.00 DEPUTY CLERK assigns
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

PREPARED BY:

MEAD LAW & TITLE
24 Walter Martin Road NE
Fort Walton Beach, Florida 32548
File No: 40355JP

Property Appraiser's Parcel I.D. # 00-2S-22-0310-000D-052B

This **WARRANTY DEED** made the 15th day of March, A.D. 2021, by:

Umarbek Masharipov and Elvira Rahimova, husband and wife

whose post office address is: 6 Park Circle SE, Fort Walton Beach, Florida 32548, hereinafter called the grantor to:

Missy Schofield

whose post office address is: P.O. Box 62, Destin, Florida 32540, hereinafter called the grantee:

(wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

PARCEL 1:
THE NORTHWEST 225 FEET ADJACENT OF CALHOUN AVENUE, OF LOT 52, BLOCK D, CALHOUN'S SUBDIVISION OF MOODY LANDS AT DESTIN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 117, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

PARCEL 2:
BEGIN AT THE SOUTHWEST CORNER OF LOT 52, BLOCK D, CALHOUN'S SECOND REVISION, DESTIN, FLORIDA, PROCEED N 50°21' E ALONG THE SOUTH LINE OF LOT 52, 100.00 FEET, THENCE N 39°39' W, 120.00 FEET ALONG THE EAST PROPERTY LINE, THENCE S 50°21' W 100.00 FEET PARALLEL TO THE SOUTH LINE OF LOT 52, THENCE S 39°39' E 120.00 FEET ALONG THE WEST PROPERTY LINE TO THE POINT OF BEGINNING. THIS PROPERTY IS FURTHER DESCRIBED AS BEING THE SOUTHEAST 120.00 FEET OF LOT 52, CALHOUN'S SECOND REVISION AS RECORDED IN PLAT BOOK 2, PAGE 43A, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

Subject to:

Easements, restrictions, covenants and conditions as set forth in the Plat of Calhouns Subdivision of Addition to Town of Destin Florida, recorded in Plat Book 1, page 117.

Easements, restrictions, covenants and conditions as set forth in the Plat of Second Revision of Calhouns Subdivision of Addition to Town of Destin Florida, recorded in Plat Book 2, page 43A.

Easements as contained in Warranty Deed recorded in Official Records Book 475, Page 670, and Quit Claim Deed in Official Records Book 1178, Page 98.

Easement as set forth in Warranty Deed recorded in Official Records Book 2366, Page 1939.

Easement granted to Gulf Power Company recorded in Official Records Book 2809, Page 3541.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

57-3533/3599
Schofield
Property Transfer Deed

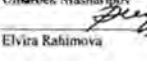
BK: 3533 PG: 3699

To Have and to Hold, the same in fee simple forever;

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

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

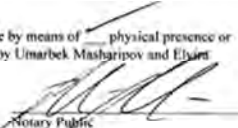
Signed, sealed and delivered in
the presence of:

 Michael Wm Mead, Jr. -Witness-	 Umarbek Masharipov -Seller-
 Jennifer L. Parks -Witness-	 Elvira Rahimova -Seller-

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence or
online notarization this 15th day of March, 2021, by Umarbek Masharipov and Elvira
Rahimova


Notary Public
Print Notary Name:
My Commission Expires:

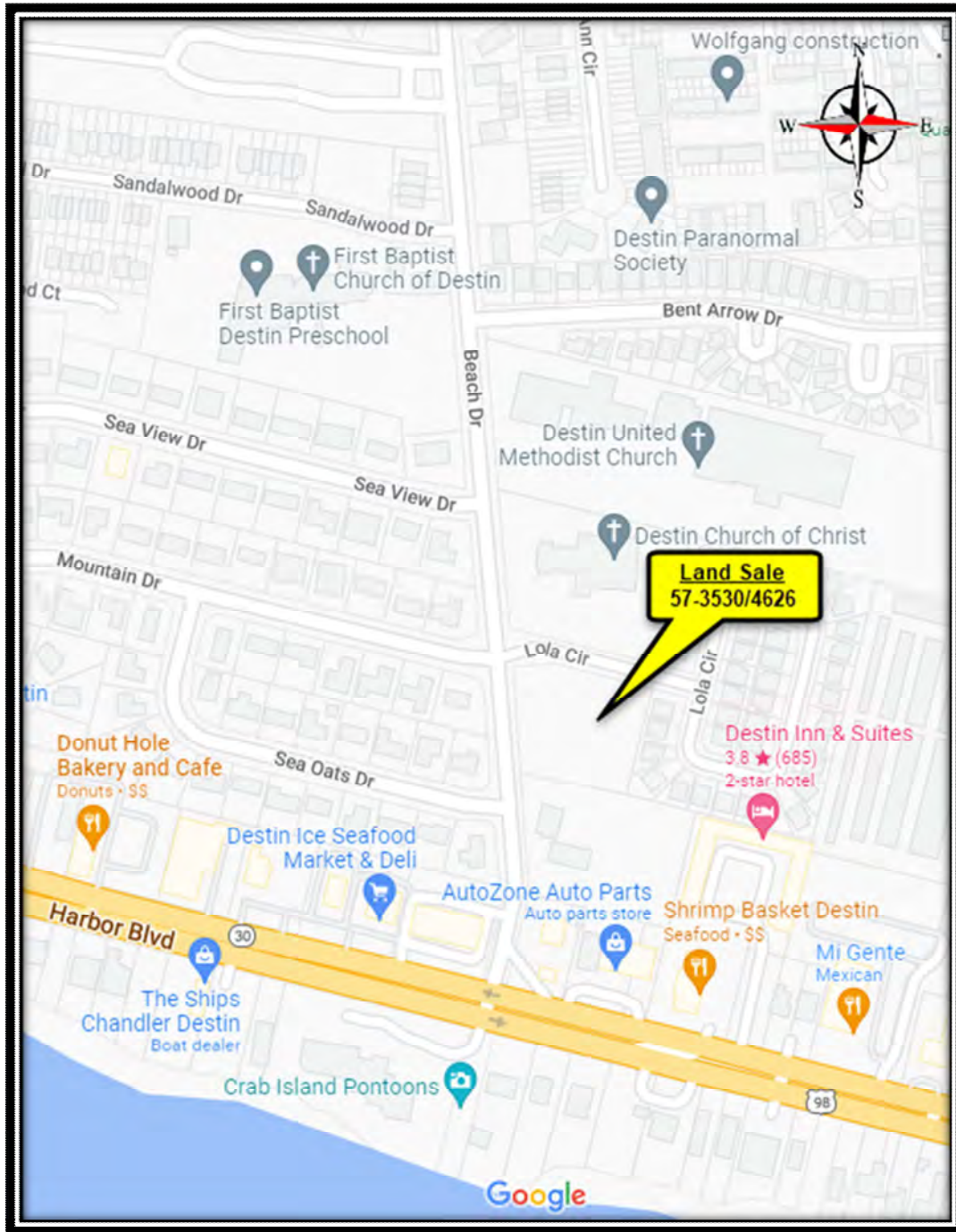
(affix notary seal)

Personally known to me _____

Produced _____ as identification



57-3530/4626
JAB Holdings
Location Map



57-3530/4626
JAB Holdings
Transaction/Property Detail

County	Okaloosa
OR Book/Page	3530/4626
Grantor	Seaside Acquisition Group, LLC
Grantee	JAB Holdings, LLC
Sale Date	February 23, 2021
Date of Inspection	April 4, 2022
Dimensions	See Attached Sketches
Source of Dimensions	Site – Deed of Record
Land Area	1.354 Acres
	58,993 Square Feet
Roadway	Beach Drive - Paved 2-Lane
	Lola Circle - Paved 2-Lane
Traffic Count	Not Measured
Topography	Generally Level
Soil Type	Kureb and Newhan
Shape	Basically Rectangular
Wetland Characteristics	0% – (per National Wetlands Inventory Map)
Floodplain	Zone X
Water Retention	On-Site
Consideration	\$800,000
Adjustments	\$ <u>0</u>
Total Indication	\$800,000
Unit Price	\$590,842 per Acre
	\$13.56 per Square Foot
Type of Instrument	Special Warranty Deed
Tax ID #	00-2S-22-7007-0000-0CA0, 00-2S-22-7007-0000-0010, 00-2S-22-7007-0000-0020, 00-2S-22-7007-0000-0030, 00-2S-22-7007-0000-0040, 00-2S-22-7007-0000-0050 00-2S-22-7007-0000-0060, 00-2S-22-7007-0000-0070, 00-2S-22-7007-0000-0080, 00-2S-22-7007-0000-0090, 00-2S-22-7007-0000-0100, 00-2S-22-7007-0000-0110, & 00-2S-22-7007-0000-0120
Location	100 Beach Drive Destin, FL 32541 This property is located at the southeast corner of Beach Drive and Lola Circle in Destin, Okaloosa County, Florida.
Section/Township/Range	Section 00, 2 South, 22 West
Land Use/Zoning Designation	ROI-VR (City of Destin)
Concurrency Issues	None Noted
Present Use at Time of Sale	Vacant
Highest and Best Use at Sale Date	Residential or Commercial Development
Conditions of Transaction	Arms-Length Transaction
Financing	Cash Equivalent to Seller
Encumbrances	None that would affect highest and best use or value
Improvements	See Notes
Utilities	All utilities were available at the time of sale.

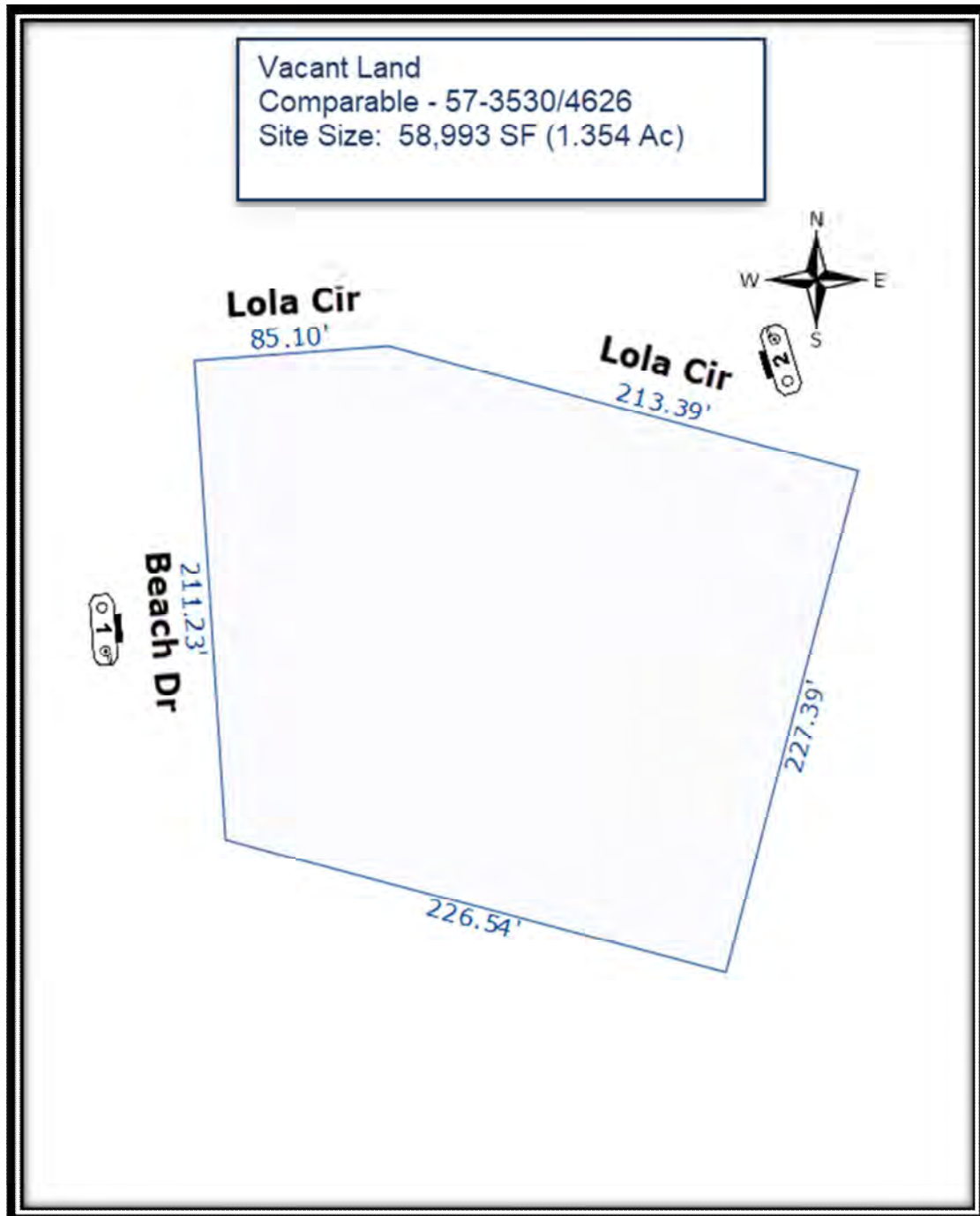
57-3530/4626
JAB Holdings
Transaction/Property Detail (Continued)

MLS Number	854756
Time of Exposure/Days on the Market	191 Days
Motivation of Sale	Seller – Disposition of Asset Buyer – Development with 12 Units and Amenities

Verification 1

Name	Scott Markowitz (The Premier Property Group)
Date	April 6, 2022
Phone	850-238-2502
Relationship	Selling Agent
Confirmed by	Shannon Ross Deal, MAI/Jon Cumbaa
Remarks	The agent confirmed the sale was an arm's length transaction. The sale included an approved development order and related entitlements for a 12-unit townhouse development.

57-3530/4626
JAB Holdings
Property Sketch



57-3530/4626
JAB Holdings
Photograph(s)



Photo #1 - Taken by Shannon Ross Deal, MAI on April 4, 2022

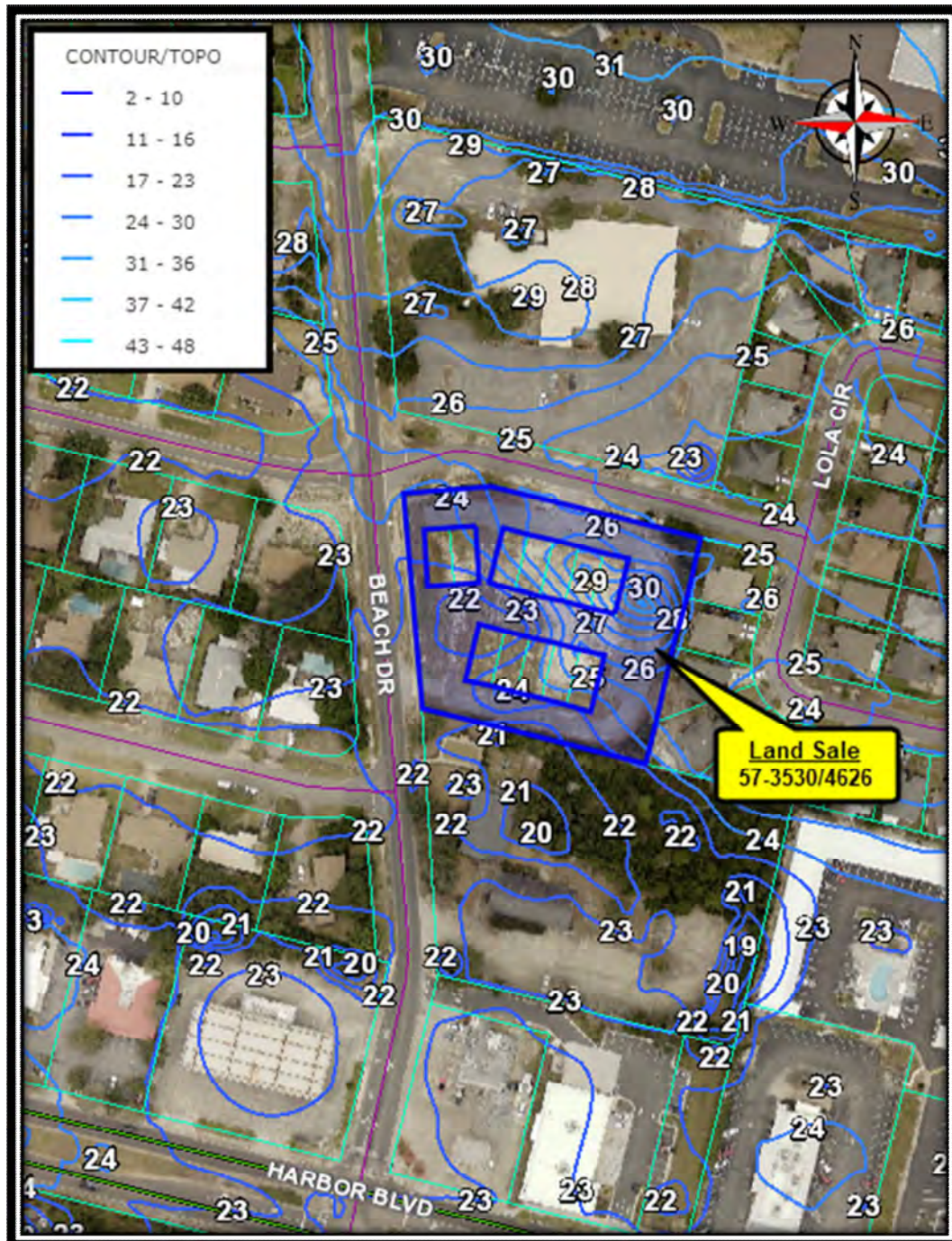


Photo #2 - Taken by Shannon Ross Deal, MAI on April 4, 2022

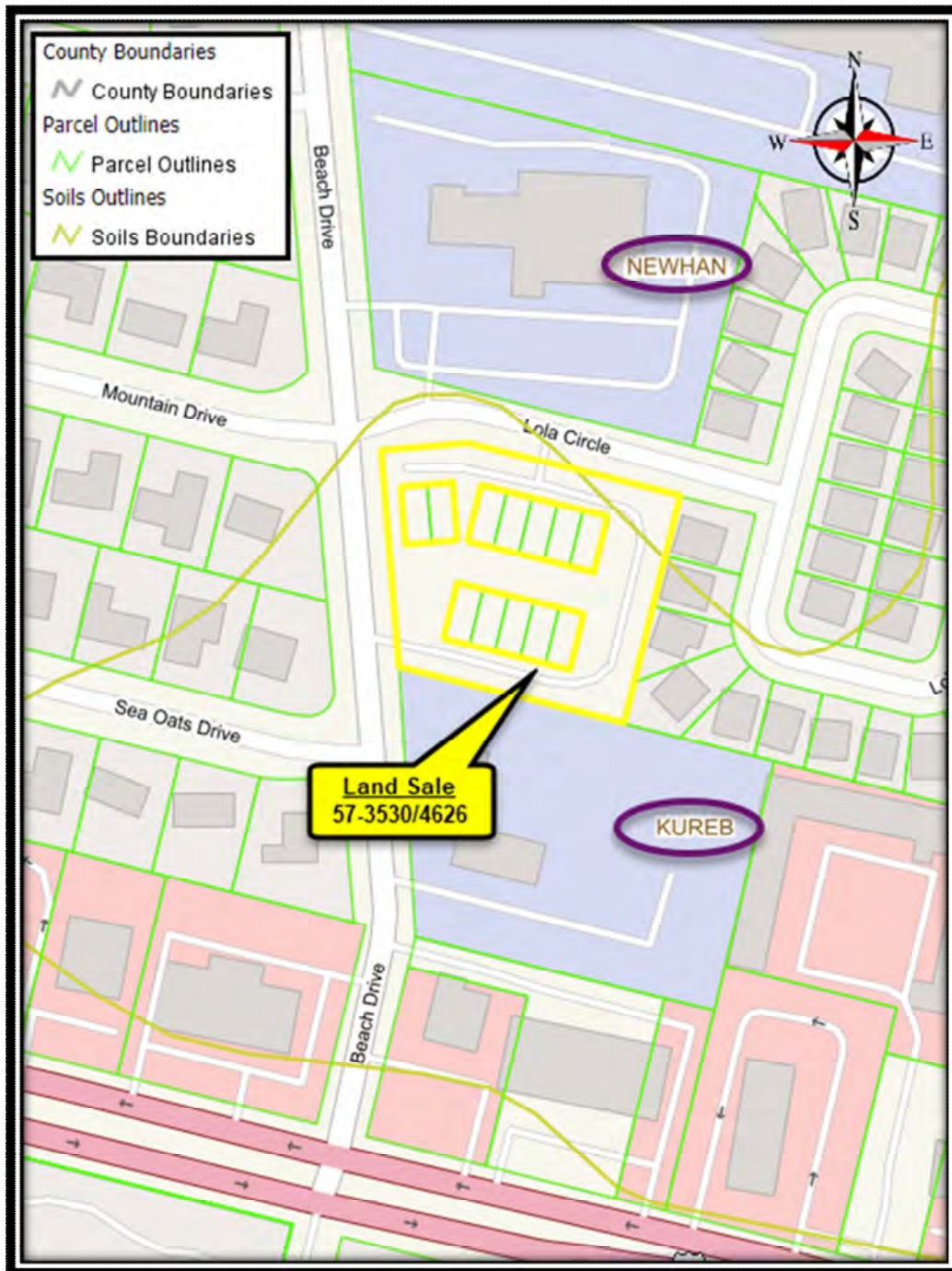
57-3530/4626
JAB Holdings
Aerial Map



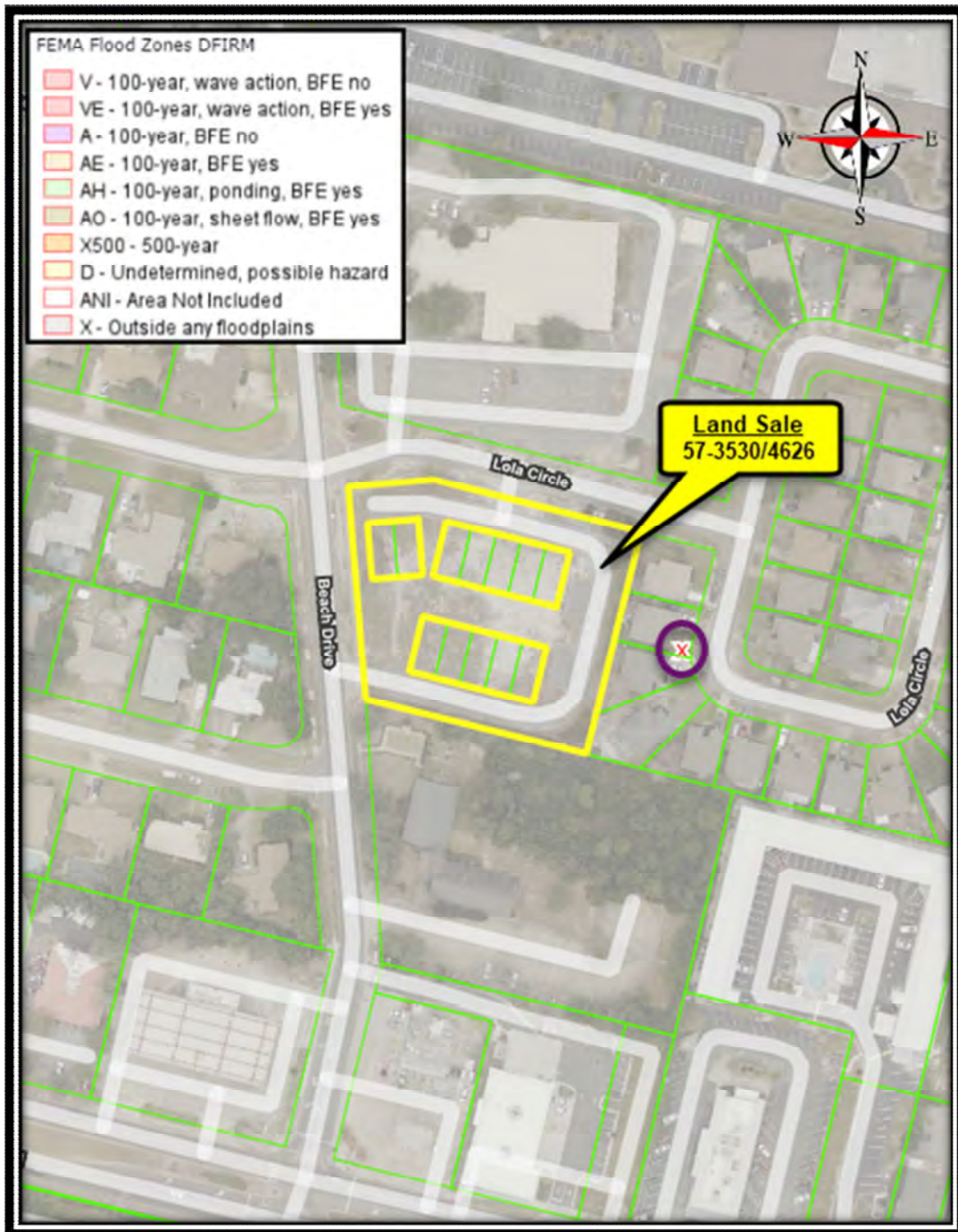
57-3530/4626
JAB Holdings
Contour/Elevation Map



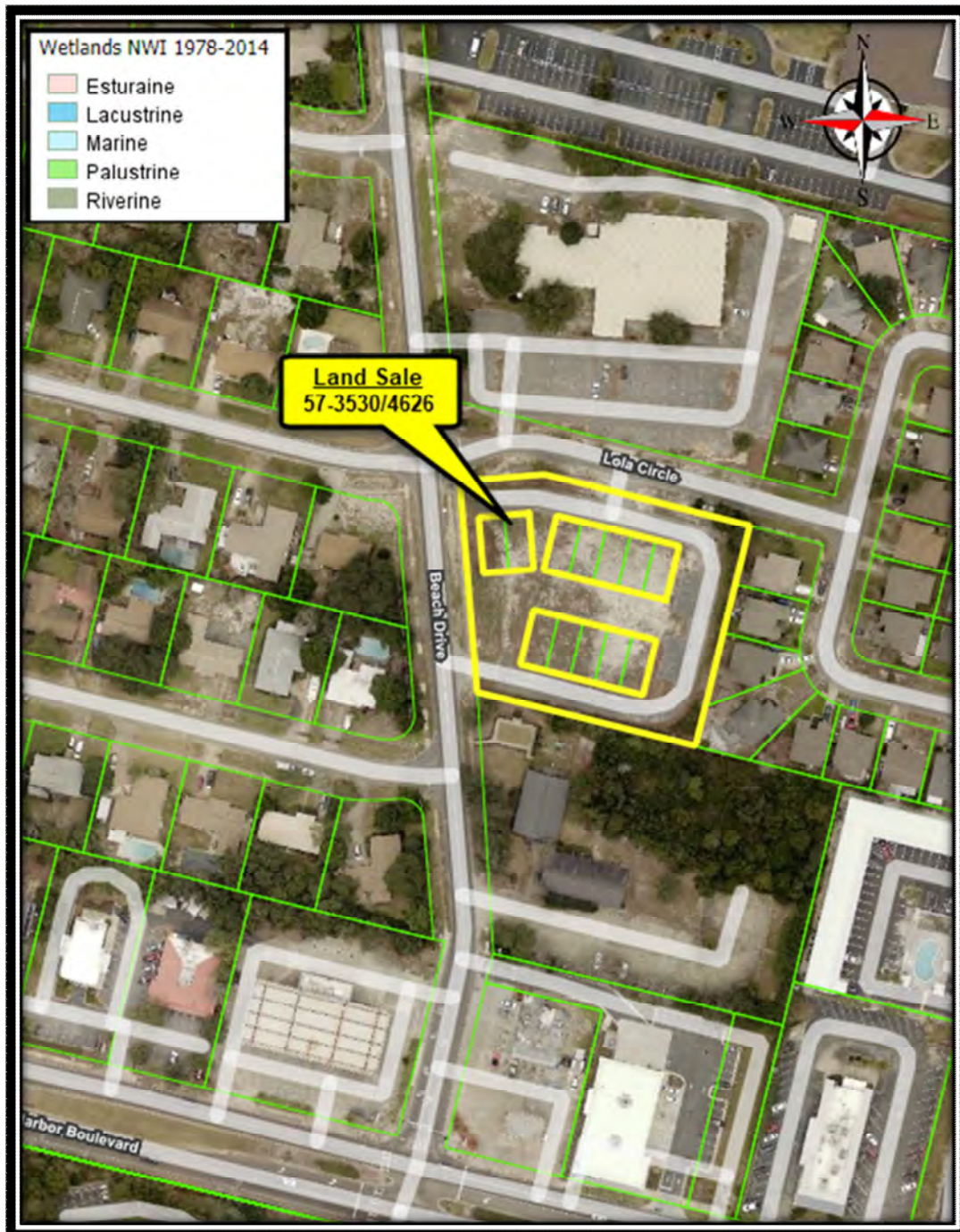
57-3530/4626
JAB Holdings
Soils Map



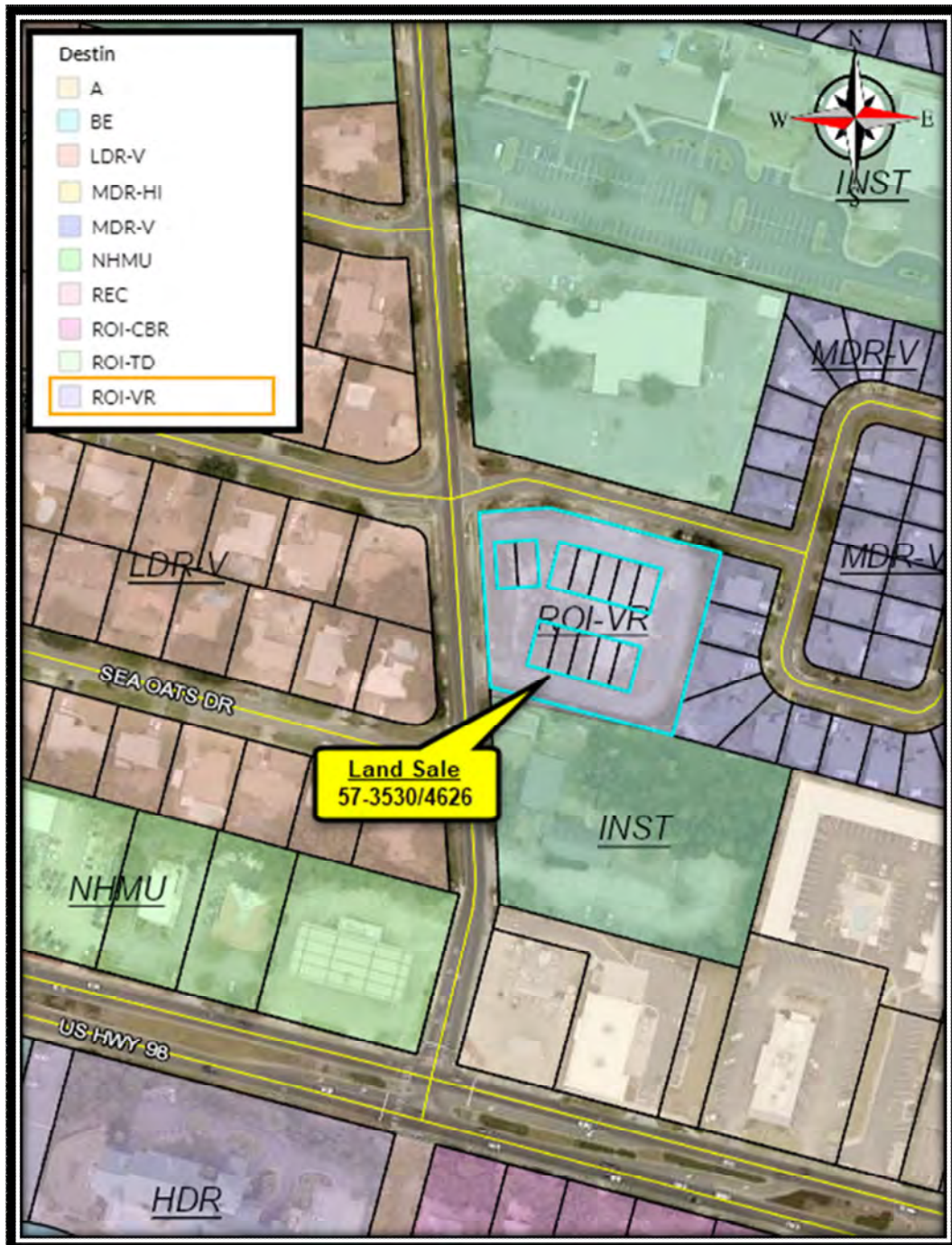
57-3530/4626
JAB Holdings
Flood Zone Map



57-3530/4626
JAB Holdings
Wetlands Map



57-3530/4626
JAB Holdings
Zoning/Land Use Map



57-3530/4626
JAB Holdings
Property Transfer Deed

FILE #3436245 RCD: 3/9/2021 1:57 PM, BK: 3530 PG: 4626, RECORDING: \$6.00 RECORDING ARTICLE V: \$4.00
D Doc Stmp: \$5,600.00 DEPUTY CLERK ASECRIST
JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

PREPARED BY RETURN TO:
Sasha Easburn
Easburn Law Firm, PA
5365 E. County Highway 30, A Ste 105
Santa Rosa Beach, FL 32459
Consultation: \$500.00/00
Rev: \$10.00
Tax ID No. Mchinda
Our File: JAB-2114

For official use by Clerk's office only

State of Florida
County of Walton

SPECIAL WARRANTY DEED
(Corporate Seller)

This Indenture, made this 23rd day of February, 2021 A.D., Between Seaside Acquisition Group, LLC, a Florida limited liability company, whose post office address is: 75 14th Street NE, Suite 2200, Atlanta, GA 30309, Grantor, and JAB Holdings, LLC, a Kentucky limited liability company, whose post office address is: 4520 Louisville Road, Bowling Green, KY 42101, Grantee;

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Okaloosa, Florida, to wit:

Legal: All of Beach Lofts, according to the map or plat thereof as recorded in Plat Book 29, Page 57, Public Records of Okaloosa County, Florida.

Parcel Identification Numbers: 00-2S-22-7007-0000-0CA0 AND
00-2S-22-7007-0000-0010, 00-2S-22-7007-0000-0020, 00-2S-22-7007-0000-0030, 00-2S-22-7007-0000-0040,
00-2S-22-7007-0000-0050, 00-2S-22-7007-0000-0060, 00-2S-22-7007-0000-0070, 00-2S-22-7007-0000-0080,
00-2S-22-7007-0000-0090, 00-2S-22-7007-0000-0100, 00-2S-22-7007-0000-0110, 00-2S-22-7007-0000-0120

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of the homestead property.

Subject to the taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations, and limitations of record, if any.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

(Signed and Sealed in Our Presence)

Witness:

Witness:

State of Georgia
County of Glynn

Seaside Acquisitions Group, LLC,
a Florida limited liability company
By: The Forrest Family Trust, Its Managing Member

By: John P. Byrnes, Trustee

The foregoing instrument was acknowledged before me by means of physical presence, this 22 day of February, 2021 by John P. Byrnes as Trustee of the Forrest Family Trust as Managing Member of Seaside Acquisitions Group, LLC, a Florida limited liability company on behalf of this company, who is personally known to me and produced _____ as identification.

[SEAL]

Notary Public
My Commission Expires: Sept. 8, 2024



Appraiser's Qualifications

925 Falling Waters Road
Chipley, Florida 32428

Phone (850) 544-2524
sdeal@dealconsulting.net

Shannon Ross Deal, MAI

General Appraisal Experience

▪ Performed appraisal services in the following counties:

- Alachua
- Bay
- Calhoun
- Clay
- Collier
- Columbia
- Duval
- Escambia
- Franklin
- Gadsden
- Gilchrist
- Holmes
- Jackson
- Jefferson
- Lake
- Liberty
- Leon
- Nassau
- Okaloosa
- Orange
- Polk
- Putnam
- Santa Rosa
- Seminole
- Wakulla
- Walton
- Washington

- Performed appraisals including, but not limited to, the following:

- Hotel
- Gas Stations
- Car Washes
- Proposed Subdivisions
- Apartment Complexes
- Mobile Homes
- Single-Family Homes
- Agricultural Land
- Leased Fee Estates
- Leasehold Estates
- Permanent Easements
- Temporary Easements
- Commercial, Industrial, Residential, Gulf-Front, and Mixed-Use Vacant Land
- Various Stand-Alone Retail Properties
- Shopping Centers
- Restaurants
- Various Industrial/Warehouse Properties
- Wetlands Valuation
- Power and Gas Line Easement Valuation
- Multi-Use Properties
- Contaminated Properties
- Special-Use Properties

- Provided the following appraisal-related services:

- Performed Numerous Market/Damage Studies
- Provided Litigation Support for Development of Regional Impact Properties
- Provided Litigation Support for Special Taxing District Properties
- Served as project manager on right of way projects.
- Reviewed appraisal reports for condemning authorities on right of way projects.
- Served as project manager for one of two national pilot programs enacted by AASHTO, which employed no review process for a right of way project.

- Qualified as an expert witness by the courts in the following counties;

- Bay
- Columbia
- Duval
- Holmes
- Jackson
- Leon
- Liberty
- Okaloosa
- Walton
- Washington

- Experienced in the proactive coordination and management of the condemnation team including land planners, engineers, surveyors, marketing experts, and accountants.

Education

General Education

- Chipola Jr. College (1989-1992) A.A. Degree
- Florida State University (1992-1994) B.S. Management

Licenses

- Florida – State-Certified General Real Estate Appraiser – RZ2529
- Florida – Real Estate Broker – BK662269

**Professional
Affiliations**

- MAI Designated Member of the Appraisal Institute

City of Destin Crosstown Connector Project

1. Introduction

Thank you for the opportunity to address the Destin City Council. We are George (Chip) and Darla O'Brian, owners of two properties (605 and 608 Sandalwood Drive) that we are being requested to sell to the City of Destin for the Crosstown Connector Project.

2. History

The following is a history of our experience when dealing with the company (Hayes Consulting) that was obtained to represent City of Destin in the purchase of our properties for Crosstown Connector.

- Approximately 4 years ago in 2018, the city made a formal offer of 95K on 605 Sandalwood, at this time the real property value was \$140K Estimate \$55 K Less
- Roughly 1 year later in 2019, City offer of \$145K was made, we refused, you countered at \$165K and we made a counter offer of 185K which was declined by the City and we felt \$185K was fair value at the time. \$45K Less
- In March 2022, we received a written offer for 605 Sandalwood for \$210K, when \$275-\$300 K appeared average selling price. Appears approximately **\$100K less than fair market value**.
- We also received our first offer on 608 Sandalwood at this time for \$185K. Although unit is approximately 100 sq ft less than 605 Sandalwood (**\$25,000 less for 100 Sq Ft less**), this property is fully remodeled to include new HVAC, roofing, floors and paint, and is an end unit with private driveway. Appears approximately **\$115K less than fair market value**.
- **Both Offers appeared based on appraisals performed in August of 2021. Seems this would be considered a non-valid appraisal towards consideration of a purchase offer at seven months later (March 2022) with our advancing daily market!!!**
- June 2022 we are contacted by Hayes consulting for our potential settlement/selling price of our properties to you the City of Destin for the city councils approval.

3. Just Compensation

Members of the council, we have no want or wish to sell our properties, although it appears that we are being asked to do so. We had hoped to keep these long term income producing properties for many years to come, and then leave them to our children to do the same.

If one does not wish to advertise or to sell something, the question a potential buyer normally would ask is "What is your, I don't want to sell price?"

This is how we have come to a settlement value:

- Average or high **Comparative Market Analysis (CMA)**
 - Based on average selling price as of 2 July 2022 of five properties in CMA of approximately \$300K, three of which are pending sales (copy of current CMA included)
 - What we were originally told approximately ten years ago at a City Hall meeting, that the good people of Sandalwood will surely be taken care of and should anticipate 10 to 15% over fair market value
 - We can do math as follows: $\$300,000 \times 15\% = \$345,000$

- Additional Option is **Income Capitalization Approach**:
 - Income capitalization approach is *generally used with an income producing property*. This estimates the property's value by evaluating how much income a property is capable of producing.
 - Income capitalization approach based on our average figure of monthly average rent of \$1425
 - We can do the math as follows: $\$1425 \times 12 \text{ months} = \$17,100 \text{ per year} \times 20 \text{ years} = \$342,000$ and we still own our properties with continued value increasing.
 - Average rent according to your representatives for our tenant's relocation is based on \$1500 per month. As you see, we are below that on our figures.
- This is how we have come to our settlement of Just Compensation Price of \$345,000 for each of our properties. 605 + 608 Sandalwood Dr. Destin, FL. 32541

4. **Summary**

We have based our offer on the fore mentioned just compensation or settlement of \$345K per each property. These properties represent part of our retirement, dreams, and legacy to our children and grandchildren.

Please, members of City Council, take into consideration the hopes, dreams, retirements, and financial burdens of the people of Sandalwood. Please note that all parties of Sandalwood involved are being asked to uproot and start over their life journey when this is not what we had planned for when choosing to purchase our homes, properties and investments in beautiful City of Destin.

What value does one place on hopes and dreams?

Mary Blessing

Chip & Darla O'Brian

7/4/2022

Price Analysis

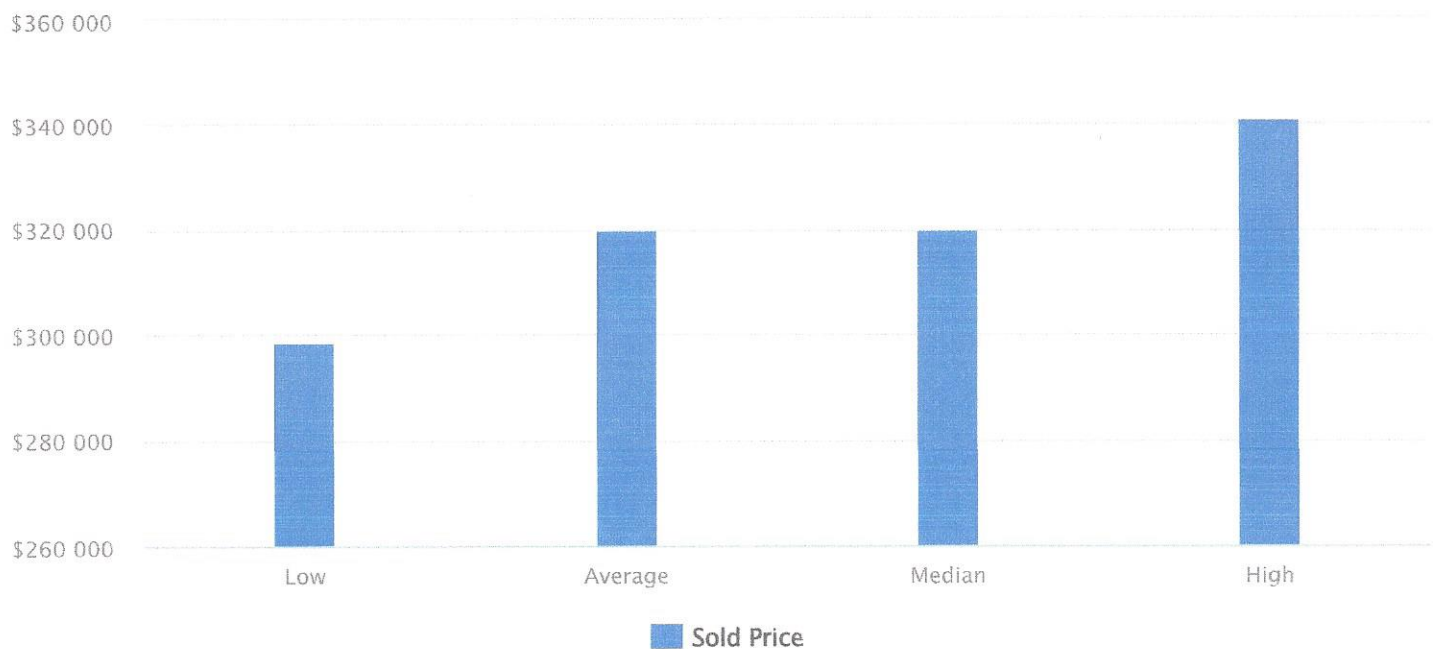
List, Sold and Adjusted Prices

Closed Listings



Low, Average, Median, and High Sold Prices

Closed Listings



Summary of Sold Listings

MLS #	Address	List Price	DOM	CDOM	Sold Date	Sold Price	Total Adjustments	Adjusted Price
896465	4090 Dancing Cloud Court 243, Destin FL	\$299,500	61	61	07/01/2022	\$298,500	-	\$298,500
898414	9 Rue D Etretat, Destin FL	\$329,000	3	3	06/28/2022	\$341,000	-	\$341,000

Summary of Pending Listings

MLS #	Address	Orig. List Price	DOM	CDOM	List Price	Total Adjustments	Adjusted Price
898895	445 Gulf Shore Drive UNIT 105, Destin FL	\$279,000	10	10	\$279,000	-	\$279,000
898853	775 Gulf Shore Drive 2014, Destin FL	\$319,000	26	26	\$319,000	-	\$319,000
900854	775 Gulf Shore Drive 1031, Destin FL	\$325,000	9	9	\$325,000	-	\$325,000
897230	1030 Highway 98 E 11, Destin FL	\$319,000	38	38	\$319,000	-	\$319,000
897086	4075 Dancing Cloud Court 201, Destin FL	\$325,000	56	56	\$325,000	-	\$325,000
898363	4100 Dancing Cloud Court UNIT 268, Destin FL	\$300,000	25	25	\$300,000	-	\$300,000
899365	4010 Dancing Cloud Court UNIT 389, Destin FL	\$320,000	9	9	\$320,000	-	\$320,000
900315	4010 Dancing Cloud Court UNIT 390, Destin FL	\$340,000	4	4	\$340,000	-	\$340,000
889027	4507 Furling Lane STE 310, Destin FL	\$310,000	32	32	\$325,000	-	\$325,000
897938	519 Calhoun Avenue, Destin FL	\$350,000	43	43	\$299,990	-	\$299,990
899577	162 Lola Circle, Destin FL	\$350,000	6	6	\$350,000	-	\$350,000
899243	163 Bent Arrow Drive, Destin FL	\$349,000	28	28	\$339,000	-	\$339,000
896306	25 Court Drive, Destin FL	\$324,900	51	51	\$324,900	-	\$324,900
897695	4000 Gulf Terrace Drive 179, Destin FL	\$299,900	5	5	\$299,900	-	\$299,900
898885	4000 Gulf Terrace Drive 2004, Destin FL	\$285,000	1	1	\$285,000	-	\$285,000
895605	4000 Gulf Terrace Drive 2006, Destin FL	\$300,000	25	47	\$300,000	-	\$300,000
898883	4000 Gulf Terrace Drive UNIT 136, Destin FL	\$294,500	6	6	\$284,500	-	\$284,500
898131	4000 Gulf Terrace Drive UNIT 210, Destin FL	\$325,000	9	9	\$325,000	-	\$325,000
900121	4000 Gulf Terrace Drive UNIT 281, Destin FL	\$278,900	5	5	\$278,900	-	\$278,900
859696	207 Ann Circle 8, Destin FL TH	\$255,000	573	573	\$310,000	-	\$310,000
900950	157 Knots Place, Destin FL TH	\$295,900	9	9	\$299,900	-	\$299,900
901242	1 Pine Ridge Trace, Destin FL	\$279,900	13	13	\$279,900	-	\$279,900
899097	1000 Airport Road UNIT 104, Destin FL	\$299,900	18	18	\$299,900	-	\$299,900
899800	1150 Airport Road UNIT 121, Destin FL	\$334,999	8	8	\$334,999	-	\$334,999
901628	629 Sandalwood Drive, Destin FL TH	\$305,000	25	25	\$305,000	-	\$305,000
898817	411 Kent Lane, Destin FL	\$348,000	29	29	\$348,000	-	\$348,000
897563	3795 Hwy 98 E 16B, Destin FL	\$335,000	14	14	\$335,000	-	\$335,000

Summary of Active Listings

MLS #	Address	Orig. List Price	DOM	CDOM	List Price	Total Adjustments	Adjusted Price
902022	4080 Dancing Cloud Court 223, Destin FL	\$275,000	10	10	\$275,000	-	\$275,000
894452	4000 Dancing Court Ct 23, Destin FL	\$279,900	97	97	\$275,900	-	\$275,900
896859	4100 Dancing Cloud Court UNIT 284, Destin FL	\$284,900	68	68	\$290,000	-	\$290,000
898246	4090 Dancing Cloud Court UNIT 249, Destin FL	\$345,000	53	53	\$329,000	-	\$329,000
899924	4000 Gulf Terrace Dr 1002, Destin FL	\$282,000	36	36	\$282,000	-	\$282,000
893314	4000 Gulf Terrace Drive Drive 1008, Destin FL	\$300,000	111	111	\$284,900	-	\$284,900
893606	4000 Gulf Terrace Drive 143, Destin FL	\$299,000	108	108	\$279,000	-	\$279,000
897247	4000 Gulf Terrace Drive 257, Destin FL	\$299,000	64	64	\$299,000	-	\$299,000
898125	4000 Gulf Terrace Drive UNIT 101, Destin FL	\$295,000	54	54	\$295,000	-	\$295,000
899116	4000 Gulf Terrace Drive UNIT 122, Destin FL	\$325,000	44	44	\$325,000	-	\$325,000
899122	4000 Gulf Terrace Drive UNIT 160, Destin FL	\$325,000	44	44	\$325,000	-	\$325,000
899123	4000 Gulf Terrace Drive UNIT 173, Destin FL	\$315,000	44	44	\$315,000	-	\$315,000
897691	4000 Gulf Terrace Drive UNIT 201, Destin FL	\$295,000	59	59	\$275,000	-	\$275,000
897341	4000 Gulf Terrace Drive UNIT 222, Destin FL	\$325,000	63	63	\$325,000	-	\$325,000
898128	4000 Gulf Terrace Drive UNIT 255, Destin FL	\$295,000	54	54	\$295,000	-	\$295,000
899124	4000 Gulf Terrace Drive UNIT 261, Destin FL	\$315,000	44	44	\$315,000	-	\$315,000
899125	4000 Gulf Terrace Drive UNIT 293, Destin FL	\$315,000	44	44	\$315,000	-	\$315,000
901508	3871 Indian Trail 6D, Destin FL <i>TH</i>	<u>\$315,000</u>	16	16	\$315,000	-	\$315,000
899519	3871 Indian Trail UNIT 8D, Destin FL <i>TH</i>	<u>\$395,000</u>	39	39	\$349,000	-	\$349,000
901816	158 Knots Place, Destin FL <i>TH</i>	<u>\$289,000</u>	12	12	\$289,000	-	\$289,000

Low, Average, Median, and High Comparisons

	Closed	Pending	Active	Overall
Low	\$298,500	\$278,900	\$275,000	\$275,000
Average	\$319,750	\$313,033	\$302,640	\$309,065
Median	\$319,750	\$319,000	\$297,000	\$310,000
High	\$341,000	\$350,000	\$349,000	\$350,000

Overall Market Analysis (Unadjusted)

Status	#	List Vol.	Avg. List Price	Sold Vol.	Avg. Sold Price	Avg. Sale/List Price	Avg. Apx SqFt(Htd/Cooled)	Avg. List \$/Apx SqFt(Htd/Cooled)	Avg. Sold \$/Apx SqFt(Htd/Cooled)	Avg. DOM	Avg. CDOM
Sold	2	628,500	314,250	639,500	319,750	1.02	1,102	285.95	290.49	32	32
Pending	27	8,451,889	313,033	0	0	0.00	1,070	322.28	0.00	40	41
Active	24	7,237,800	301,575	0	0	0.00	993	309.18	0.00	45	45
Overall	53	16,318,189	307,890	639,500	319,750	1.02	1,036	314.98	290.49	42	42

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU:

FROM: Lance Johnson, City Manager

DATE: 7/7/2022

SUBJECT: Proposed Ordinance 109.11 - Amending the City's Personnel Rules and Regulations

I. BACKGROUND: The City's current holiday schedule is as follows.

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Veteran's Day
- President's Day
- Independence Day
- Labor Day
- Christmas Eve Day
- Christmas Day
- Thanksgiving Day
- Day after Thanksgiving

Holidays are adopted by ordinance and are then incorporated into the City's personnel manual.

II. DISCUSSION: Staff is proposing to incorporate the federal holiday schedule into the City's holiday schedule to be in line with area municipality holiday schedules as well as other government entities.

A. Link to Strategic Goals / Objectives: Offer liveable wages & benefits to attract and maintain high caliber, qualified staff.

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff is seeking direction on bringing back an ordinance to incorporate the federal holiday schedule into the City's holiday schedule.

IV. RECOMMENDED MOTION: I move to direct staff to bring back the proposed ordinance to first reading.

Attachments:

1. 109.11 - Amending Personnel Rules and Regulation - Section 40 - Holidays

ORDINANCE NO. 109.11

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENT OF ORDINANCE 109, AS AMENDED, PERSONNEL RULES AND REGULATIONS, PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT TO SECTION 40, HOLIDAYS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for the enactment of this ordinance is Article I, Section 1.01 of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council has previously adopted Ordinance Number 109, providing for the City of Destin's Personnel Rules and Regulations; and

WHEREAS, the City Council has subsequently amended Ordinance Number 109 and the City's Personnel Rules and Regulations through the passage of Ordinances 129, 109.1, 109.2, 109.3, 109.4, 109.5, 109.6, 358, 109.7, 120, 109.8, 109.9, 109.10; and

WHEREAS, the City Council has determined that to optimally provide for the health, safety, and welfare of its citizens, it must ensure that the City of Destin's Personnel Rules and Regulation is competitive with surrounding and similar governmental agencies; and

WHEREAS, the City Council has determined that, to remain competitive with surrounding and similar governmental agencies, it should amend its paid holiday schedule to reflect that employees will receive paid time for all federal holidays; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

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

Note: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in ~~strike-thru~~ or underlined is not to be changed. The symbol * represents sections of the City of Destin's Ordinance 109, As Amended, Personnel Rules and Regulations, that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT TO ORDINANCE 109, AS AMENDED, PERSONNEL RULES AND REGULATIONS, SECTION 40 ENTITLED “HOLIDAYS.”

Section 40 of Ordinance 109, as amended, is hereby amended as follows:

SECTION 40 Holidays

Eligible full-time employees are entitled to Christmas Eve Day, the day after Thanksgiving, and all federal holidays as those holidays may be amended from time to time by the federal government as the following paid holidays each per year.:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Veteran's Day
- President's Day
- Independence Day
- Labor Day
- Christmas Eve Day
- Christmas Day
- Thanksgiving Day
- Day after Thanksgiving

In order for any full-time employee to qualify for overtime holiday pay, that individual must work his or her regularly scheduled shifts that immediately precede and follow the holiday. Approved absences do not count towards regularly scheduled shifts. Employees who are required to work on a holiday will receive their regular pay in addition to holiday pay.

SECTION 4. CONFLICTING PROVISIONS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption by the City Council and the signature of the Mayor.

ADOPTED THIS ____ DAY OF _____ 2022.

BY: _____
Gary Jarvis, Mayor

ATTEST:

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

Rey Bailey, City Clerk

Kyle S. Bauman, City Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: City Manager Report

AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: July 5, 2022

SUBJECT: Auditor Selection Committee - Formation and appointment of members

I. BACKGROUND: EFPR Group, LLC, was procured to complete the audits for the five fiscal years through the period ending September 30, 2020. On March 1, 2021, Council agreed to extend EFPR Group's contract for one additional year, and moved to engage EFPR Group LLC to audit the City's financial statements for the period ending September 30, 2021. It is recommended the City issue a Request for Proposals for Financial Audit Services for the upcoming 5 years.

Florida Statute 218.391 outlines the procedures for the Auditor Selection Process.

On June 30, 2022, staff posted a committee application form online and initiated advertising to request applications.

II. DISCUSSION: Florida Statute 218.391 requires that the City establish an Audit Selection Committee to choose an Audit Firm. The Committee must include a minimum of three (3) members. The Chairman of this Committee must be a Council Member. City staff may serve in an advisory capacity, but may not serve as committee members.

The Auditor Selection Committee duties include:

- Establish factors for evaluation of audit services
- Publicly announce requests for proposals (may delegate)

- Provide interested firms with a request for proposals (may delegate)
- Evaluate and Rank proposals

The Auditor Selection Committee shall present its recommendations to Council. Council shall select the firm(s).

The proposed timeline to accomplish this critical task is as follows:

July 11th: Establish committee

July 18th at 5:30PM Auditor Selection Committee meeting (Meeting Open to Public) to review/revise/confirm draft Audit RFP items:

-Establish factors for evaluation of audit services

-Confirm/set public announcement date for requests for proposals

July 19th: Staff issue Audit RFP

August 18th at 2pm: Clerk Opens and records proposals received & routes copies to Auditor Selection Committee members (Meeting Open to Public)

August 22nd at 5:30pm: Auditor Selection Committee reviews/ranks proposals (Meeting Open to Public)

September 7th regular council meeting: Council reviews/accepts ranking of proposals as recommended by Auditor Selection Committee & instructs staff to negotiate with the highest ranked firm

September 19th: (Consent Agenda) accept Engagement Letter for FY2022-FY2024 audits. The Committee sunsets after the Council engages the auditor.

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

III. CONCLUSION: Staff recommend approval of the following proposed Auditor Selection Committee members: NAME 1, NAME 2, NAME 3.

IV. RECOMMENDED MOTION: I move to establish the Audit Selection Committee and appoint Councilmember _____ as the chair.

I move to appoint _____ as a member.

Attachments:

1. 218.391 Auditor Selection procedures
2. Auditor Selection Committee Application - Jim Wood

3. Auditor Selection Committee
Application - Tom Weidenhamer

Select Year: 2021 ▼ Go

The 2021 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution or their respective designees and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If

fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. ~~218.39~~ and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

(9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.

First Name	James (Jim)
Last Name	Wood
Home Address	3790 Misty Way
City	Destin
State	FL
Zip	32541
Phone	8505029468
Email	armyguyindestin@embarqmail.com
Business Name	n/a
Business Address	n/a
City	n/a
State	n/a
Zip	n/a
Brief description of education and experience:	BA - Political Science, Mississippi State Univ. 1984 MA - Public Administration, Univ. of Auburn at Montgomery 1998 U.S. Army - 20 years, ADA, combat experience, command experience, retired Lieutenant Colonel 2004 Destin City Council 2008-2016

Destin Fire District Audit Selection Committee 2019
 Okaloosa Walton TPO member 14 years (5 as Chairman)
 Northwest FL Regional TPO member 8 years (2 as Chairman)
 Florida Metropolitan Planning Organization Governor's
 Advisory Council 8 years (1 as Vice Chair)
 City of Destin Committee Volunteer (Chairman PW/PS
 Committee and Chairman of LPA)
 Mid-Bay Bridge Authority (selected by FL Governor)
 Destin Water Users (Board Member - Sec/Treasurer)
 Destin American Legion Posy 296 Executive Committee
 (Installation 23 July 2022)

How long have you lived in Destin?	18 years
Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	<i>Field not completed.</i>
List any city boards or committees you are currently a member of.	See Experience above.
Select the board or committee you are interested in serving on.	Auditor Selection Committee
List your qualifications to serve on the selected board or committee.	See experience above.
What do you consider the purpose of this board/committee to be?	To assist the city in awarding a contract to a qualified audit company to conduct our city audits for approx. the next 5 years.
What would you like to see this board/committee accomplish?	Selection of a highly qualified and reasonably priced audit firm to help provide public confidence in our city financial health.

If you have discussed this application with any member(s) of the Destin City Council, please identify them.

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

7/6/2022

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First Name	THOMAS
Last Name	WEIDENHAMER
Home Address	808 WILD OAK AVE
City	DESTIN
State	FL
Zip	32541
Phone	850-585-1400
Email	SOS1@SOS.GCCOXMAIL.COM
Business Name	<i>Field not completed.</i>
Business Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Brief description of education and experience:	Previously served on Destin City Council and Affordable Housing Committee and currently serving on Public Works Public Safety Committee and Board of Adjustment. Have served on Board of Destin Water Users for 31 years and am currently President of the Board. Also President of Board for WRP a water pipeline company serving South Walton Utility

and Destin Water Users. Previously owned and operated a business in the city for 25 years.

How long have you lived in Destin? 32 years

Are you currently a resident of Destin? Yes

Are you a registered voter in Okaloosa County? Yes

Do you currently hold a public office? No

Have you ever been convicted of a felony? No

If you have been convicted of a felony, please explain and provide date(s). *Field not completed.*

List any city boards or committees you are currently a member of. Public Works Public Safety Committee and Board of Adjustment

Select the board or committee you are interested in serving on. Auditor Selection Committee

List your qualifications to serve on the selected board or committee. Have served on company boards that use outside auditing firms for annual audits.

What do you consider the purpose of this board/committee to be? Select outside auditing firm for city

What would you like to see this board/committee accomplish? Select outside auditing firm for city

If you have discussed this application with any member(s) of the Destin City Council, please identify them. *Field not completed.*

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS

OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

7/7/2022

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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022

TYPE OF AGENDA ITEM: Ordinance

AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Michael Burgess, Public Services Director
Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 7/1/22

SUBJECT: First Reading of Ordinance 22-09-CN - Exclusive Solid Waste Franchise Agreement with Waste Management, Inc, of Florida

I. BACKGROUND: The City of Destin is in the final year of a five-year solid waste services franchise agreement with Waste Management, Inc, of Florida (WM). This franchise agreement will expire on September 30, 2022.

The current standard residential rate (effective Oct 1, 2021) for Destin residents is:

Monthly \$22.78

Quarterly \$68.35

Annual \$273.40

The current Destin contract also provides for a discounted senior service at \$18.63 monthly/\$223.50 annually.

The current agreement provides residential services as follows:

- Twice a week solid waste service (96 gallon)
- Once a week recycling service (96 gallon)
- Once a week bulk pickup
- Once a week yard waste pickup

October 2021-September 2022 Full Rate Sheet

City of Destin, Florida

2021 CPI 3.45%

ATTACHMENT "A"							
BASE RATES October 2021							
Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	\$92.09	\$176.24	\$260.63	\$344.91	\$429.19	\$513.44	\$600.73
4 yard container	\$114.21	\$218.46	\$322.70	\$426.94	\$531.18	\$635.42	\$743.44
6 yard container	\$138.65	\$262.87	\$387.08	\$511.30	\$635.51	\$759.73	\$888.88
8 yard container	\$160.09	\$304.27	\$448.45	\$592.65	\$736.83	\$881.04	\$1,030.80

Residential	DES Price Group
Residential Service With Recycling and Carts	\$ 273.40 Annual \$ 22.78 Monthly
Senior Citizen Residential Rates	\$ 223.50 Annual \$ 18.53 Monthly
Second Cart Residential Rates	\$ 158.40 Annual \$ 13.20 Monthly

Rates including 1% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 22.56	\$ 18.44	\$ 13.07
Franch. Fee	\$ 0.23	\$ 0.18	\$ 0.13
Total Rate	\$ 22.78	\$ 18.63	\$ 13.20
Quarter	\$ 68.35	\$ 55.88	\$ 39.60
Annual	\$ 273.40	\$ 223.50	\$ 158.40

Regular
Senior
2nd Can

VIP Compactors: 2021 CPI

	1	2	3	4	5	6	7
2	\$ 144.17	\$ 271.73	\$ 399.32	\$ 526.93	\$ 631.48	\$ 849.14	\$ 1,039.58
4	\$ 186.56	\$ 351.56	\$ 516.48	\$ 681.46	\$ 846.46	\$ 1,098.12	\$ 1,344.44
6	\$ 231.95	\$ 434.33	\$ 636.75	\$ 839.08	\$ 1,087.50	\$ 1,350.45	\$ 1,310.65
8	\$ 271.88	\$ 511.66	\$ 751.42	\$ 991.17	\$ 1,284.63	\$ 1,596.76	\$ 1,954.84

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Destin CPI 10-01-2021 Rate Sheet Oct 2021

Destin and surrounding area current contract comparisons:

LOCATION	CONTRACTOR	SERVICE/GARBAGE	SERVICE/RECYCLING	SERVICE/YARD WASTE	SERVICE/BULK	COST/MONTH/RESIDENT
Destin, FL	Waste Management	2x/wk garbage	1x/wk recycling	1x/wk yard waste	Provided	\$22.78
Okaloosa County	Waste Management	2x/wk garbage	1x/wk recycling	1x/wk yard waste	Provided	*\$29.99
Santa Rosa County	Waste Pro	1x/wk garbage	subscription only	1 item/month	Provided	\$25.75 (\$9.89 Recycling) \$35.64
Escambia County	ECUA	1x/wk garbage	1x/wk recycling	1x/wk yard waste	None	\$24.54
Fort Walton Beach	FWB	1x/wk garbage	1x/wk recycling	1 item/month (\$30 each add. item)	Provided	\$22.63
Panama City Beach	Waste Pro	1x/wk garbage	1x/wk recycling	1 item/month	Provided	\$37.00

* New rate effective April 1, 2022

Unincorporated areas of Okaloosa County have a similar service contract to Destin's with Waste Management.

The Okaloosa Board of County Commissioners voted on March 15 to renew their contract (effective April 1, 2022) with Waste Management. This was done under the direction of the County Commissioners for staff to negotiate a new contract with Waste Management. The unincorporated Okaloosa County residential rate increased under the new contract from \$25.90 to \$29.23 per month (15% increase), plus a county \$.76 remediation fee, for a total of \$29.99.

Staff have received a low number of complaints since 2017 regarding our solid waste services. Since 1/01/2021, the City has received 11 complaints and 37 compliments on Destin's solid waste services.

At the March 21, 2022 City Council Meeting, the City Council directed the City Manager to negotiate a renewal of the solid waste contract with Waste Management and to bring information back to the City Council in May of 2022.

Staff worked with representatives from Waste Management to structure proposed services very similar to current contract levels. The current contract and service levels have resulted in a low number of complaints.

Staff brought forth an agenda item in May with the results of the negotiations with Waste Management. Below are the proposed rates for a new 5 year franchise agreement for Destin, with a 3% franchise fee, and a contract effective October 1, 2022.

Residential rates are proposed to be \$307.20 annually / \$76.80 quarterly / \$25.60 monthly.

Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DER Price Group						
	1	2	3	4	5	6	7
2 yard container	110.02	210.56	311.37	412.07	512.76	613.41	717.69
4 yard container	136.45	261.00	385.53	510.56	634.60	759.13	888.18
6 yard container	165.65	314.05	462.44	610.85	759.24	907.65	1061.94
8 yard container	191.26	363.51	535.76	708.03	880.29	1052.58	1231.49

Residential	DER Price Group
Residential Service With Recycling and Carts	\$ 307.20 Annual \$ 25.60 Monthly
Senior Citizen Residential Rates	\$ 251.40 Annual \$ 20.95 Monthly
Second Cart Residential Rates	\$ 178.56 Annual \$ 14.88 Monthly

Rates including 3% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 24.83	\$ 20.32	\$ 14.43
Franch. Fee	\$ 0.77	\$ 0.63	\$ 0.45
Total Rate	\$ 25.60	\$ 20.95	\$ 14.88
Quarter	\$ 76.80	\$ 62.85	\$ 44.64
Annual	\$ 307.20	\$ 251.40	\$ 178.56

Regular
Senior
2nd Can

VIP Compactors: Proposed 2022

	1	2	3	4	5	6	7
2	\$ 185.25	\$ 358.92	\$ 532.59	\$ 706.27	\$ 879.96	\$ 1,053.63	\$ 1,253.63
4	\$ 229.74	\$ 445.74	\$ 661.74	\$ 877.73	\$ 1,093.73	\$ 1,309.70	\$ 1,509.70
6	\$ 278.92	\$ 539.84	\$ 800.75	\$ 1,061.67	\$ 1,322.53	\$ 1,583.50	\$ 1,783.50
8	\$ 322.04	\$ 624.90	\$ 927.77	\$ 1,230.65	\$ 1,533.51	\$ 1,836.38	\$ 2,036.38

II. DISCUSSION: Staff brought forward a draft ordinance to the June 20th, 2022 City Council meeting for Council review. In that meeting, staff took feedback from Council and then worked with Waste Management to revise portions of the ordinance.

- 1.) Glass was added to the recycling list.
- 2.) The measurement of "overage" in relation to an open lid was changed from 6" to 12".
- 3.) Contamination rate was increased from 10% to 20%.
- 4.) Percentage fees in relation to overage and contamination charges were changed to flat rates (\$5 for overage, \$10 for contamination).
- 5.) The effective date of the franchise agreement was changed to October 1st, 2022
- 6.) The language dedicating franchise fees to parks and stormwater funds was removed.
- 7.) The franchise fee was drafted at 3%.

A. Link to Strategic Goals / Objectives: Financially sound city providing service excellence/ a green and sustainable environment

B. Effect on Budget (EOB): This item does not affect the FY 2022 Budget.

This will increase general fund revenues beginning with Fiscal Year 2023 from \$43,500/year (at prior agreement of 1%) up to \$130,500/year (at newly adopted 3%).

C. Level of Service (LOS): Same

D. Legislative Sponsor:

III. CONCLUSION: Staff included ordinance language as Council discussed at the June 20th Council Meeting.

IV. RECOMMENDED MOTION: I move to approve Ordinance 22-09-CN on first reading and direct staff to schedule it for second reading on August 1, 2022.

Attachments:

1. ATT1 - Ordinance 22-09-CN- Exclusive solid waste franchise agreement with Waste Management Inc of Florida FINAL
2. For Reference Only - Marked Up Version of Ordinance 22-09-CN- Exclusive solid waste franchise agreement with Waste Management Inc of Florida (1)

ORDINANCE --22-09-CN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR THE EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT, INC. OF FLORIDA, A PRIVATE CORPORATION, FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE WITHIN THE CITY LIMITS; PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CITY LIMITS; PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE AND COLLECTION HOURS; COLLECTION EQUIPMENT; DISPOSAL ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; RATE CHANGES; DELINQUENT ACCOUNTS; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; VENUE; SOVEREIGN IMMUNITY; CONFLICTING ORDINANCES AND RESOLUTIONS; SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality collection and disposal services; and

WHEREAS, the City of Destin finds it in the public interest to retain regulatory authority over refuse collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Destin finds it in the public interest to retain control over the use of public rights-of-way by refuse collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of- way property; and

WHEREAS, the City of Destin finds it in the public interest to attract high quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Destin finds it in the public interest to ensure that high quality refuse collection and disposal service is maintained through a responsive complaint handling procedure; and

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

WHEREAS, Waste Management Inc. of Florida ("Waste Management") was first granted an exclusive franchise to service the City of Destin and its citizens' solid waste disposal needs on October 1, 2011, after a competitive bidding process; and

WHEREAS, Waste Management was again awarded an exclusive franchise to service the City of Destin and its citizens' solid waste disposal needs on October 1, 2017, after a competitive bidding process; and

WHEREAS, on October 13, 2021, Waste Management provided written notice to the City of Destin that it desired to negotiate a new franchise agreement due to the current franchise agreement's impending end of term on October 1, 2022; and

WHEREAS, Waste Management has provided a positive impact on the City of Destin and the health, safety, and welfare of its citizens by enhancing the beauty and quality of the environment, preventing the spread of disease, and the creation of nuisances through reliable and dependent services from a single unified source; and

WHEREAS, the City Council considered issuing a Request for Proposals and otherwise competitively bidding the provision of solid waste services to the general market; and

WHEREAS, likely due to unique circumstances stemming from COVID-19 and its cascading negative impacts on the world and specifically the economy, and based upon review of competitive bidding of solid waste disposal services by similarly situated local governments, it is most cost effective to the City of Destin to negotiate an extension of the solid waste disposal franchise with Waste Management as opposed to issuing a Request for Proposals or otherwise competitively bidding the solid waste disposal franchise; and

WHEREAS, overall, the rates described in this Ordinance are more advantageous for the City of Destin and its citizens when compared with similarly situated local governments; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes; and

WHEREAS, this Ordinance has superseded Ordinance 11-25-CN, Ordinance 16-16-CN, ~~and~~ Ordinance 11-04-CN, and Ordinance 17-18-CN pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes.

SECTION 1. DEFINITIONS.

"Bulky Waste" shall mean large items of solid waste such as, mattresses, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.

"Cart" shall mean a roll out cart receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.

"Commercial container" shall mean any portable, nonabsorbent, enclosed container with a close fitting cover, or doors, approved by the Grantor, which is used to store large volumes of refuse. A commercial container must be capable of being serviced by mechanical equipment.

"Commercial establishment" shall mean any public or private place, building or enterprise devoted in whole or in part to business purposes, whether for profit or not-for-profit; except where such place,

building or enterprise constitutes a single-family residence or multiple dwelling of four (4) units or less. A multiple dwelling of five (5) units or more shall be considered a commercial establishment unless there is no homeowners' association for such structure or if there is insufficient room for a commercial container. Duplexes, triplexes and condominiums/ townhouses with four units or less where the individual units are privately owned and used for commercial purpose are not commercial establishments within this definition unless commercial containers are used.

"Commercial rubbish and trash" shall mean combustibles such as paper, wood and yard trimmings, and noncombustibles such as metal, plastic, glass, stone and dirt.

"Commercial solid waste" shall mean garbage, rubbish and trash, resulting from the normal activities of establishments utilizing containers of one (1) cubic yard capacity or more.

"Contamination" refers to materials placed in a Recyclables container other than Recyclables, or material placed in an Organic Waste container other than Organic Waste.

"Contamination Charge" means an amount charged to customer by Grantee to compensate Grantee costs for separating Solid Waste or Green Waste placed in Recyclables containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Green Waste in Recyclables containers, or Solid Waste in Green Waste containers.

"CPI" as used herein shall be the revised Consumer Price Index for all Urban Consumers South Urban for all items, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1984-82 = 100. In the event the U.S. Department of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curb Service" shall mean a single collection point within five (5) feet of the edge of the road.

"Customer" shall mean individual or business (residential or commercial) receiving collection services.

"Construction Debris" shall mean waste building materials resulting from construction, remodeling, repair or demolition operations.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/ or equipment for bulk removal of both natural and man-made material.

"Duplex Residence" shall mean and include an attached two family structure designed or intended for occupancy by two (2) families.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/ or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents.

"Garbage Cart" shall mean the plastic receptacle furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or

handicapped) upon request with the Grantor's approval.

"Grantee" shall mean Waste Management Inc. of Florida, who is granted this exclusive franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Destin, Florida.

"Gross Quarterly Dollar Customer Billings" shall mean the total quarterly invoice amount billed to Destin residents for collection and disposal of all residential trash, garbage, and other refuse within the city limits, including landfill tipping and/ or transfer station fees.

"Gross Revenue " shall mean and include any and all fees received by Grantee which were generated within the service area pursuant to this franchise with the exception of those fees associated with storms and other emergencies as defined in Section 27.

"Handicapped Service" shall be household garbage and recycling service at the rear or side of a residence for handicapped persons approved by Grantor for special service.

"Hazardous Waste" shall mean waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons.

"Horticultural Trash" shall mean shrubbery cuttings, or clippings, palm fronds, small tree branches (not to exceed six (6') feet in length and four (4) in diameter), bushes or shrubs, or other organic matter generated as refuse in the care of lawns, gardens, hedges, bushes and trees. Large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households, and stumps and tree trunks in excess of four (4) inches in diameter are not included in this definition.

"Multifamily Residences " shall mean multiple dwelling units of five (5) units or more.

"Occupant " or *"Resident"* includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other groups or combinations permitted under Florida law.

"Overage" is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container's intended capacity such that the lid is lifted more than 12 inches (or would be lifted if lowered) or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

"Overage Charge" means an amount charged to customer to compensate for expense incurred by Grantee arising from Overages, and to provide a financial incentive to customer to subscribe to the level of service that will allow all materials to fit within the container.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five (35) gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty (50) pounds when full.

"Recyclable Materials" shall mean newspaper, glass containers, aluminum and steel cans, plastics

and such other materials identified by the Grantor during the term of this franchise.

"Recycling Containers" shall mean the receptacles purchased and distributed on behalf of the Grantor by the Grantee for the intended use as a receptacle of Recyclable Materials.

"Recycling Service Area" refers to the corporate limits of the City of Destin, Florida as hereafter amended through annexation.

"Roll-off Container" shall mean any container (open top or enclosed for compacting) used for the collection and storage of construction, demolition debris, or garbage rubbish that can be picked up and transported on a specially equipped truck to the disposal site.

"Rubbish" non-recyclable solid wastes or refuse, excluding garbage consisting of both combustible and noncombustible trash.

"Senior Program" – City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, are determined Grantee, using guidelines established by the City to be eligible for this Senior Program, will receive discounted rates and reduced level of service.

"Single Family Residence" shall mean and include a detached single family structure designed for occupancy by one person or by one family. Each mobile home, trailer, townhouse or condominium (if located in a building with four (4) or less connected units) shall be deemed a "residence" and each such townhouse/ condominium unit shall be deemed a single family structure unless the townhouse/ condominium building uses commercial containers. Each unit of a residential duplex or triplex shall be deemed a "residence" unless the duplex or triplex uses commercial containers.

"Solid Waste" shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Wastes such as major appliances, furniture, building materials, tree limbs, noncontainerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up as a special service of the Grantee and billed separately to the customer on the basis of labor, truck costs and dumping charges. All fees received by the Grantee for the collection of special material on a special service basis are subject to the City's franchise fee.

SECTION 2. GRANT OF FRANCHISE.

Grantee is hereby granted an exclusive mandatory residential and commercial franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this franchise for the purpose of collecting and disposing of all residential recyclables, residential and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Destin, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and

commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

SECTION 3. LIMITS OF FRANCHISE.

This franchise covers the corporate limits of the City of Destin, Florida, as those corporate limits may change from time to time. Grantee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. The franchise shall be granted from the date of this franchise for a period of five (5) years beginning on October 1, 2022 unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This franchise may be automatically renewed under the same terms, conditions and limitations as contained herein, unless Grantor or Grantee shall give notice to the other of an intent to cancel or renegotiate, which notice shall be in writing, delivered by United States Mail, return- receipt requested and posted no sooner than twelve (12) months, and no later than nine (9) months before the initial termination date of this franchise. Said notice may also be delivered by hand within the above time frame, and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery.

SECTION 5. FRANCHISE CONSIDERATION.

Grantee shall pay to the Grantor a franchise fee equal to the sum of three (3%) percent of the gross quarterly dollar commercial establishment customer billings. Payment to the Grantor shall be made four (4) times per year, in March, June, September and December, within ten (10) days of each quarter and without demand by Grantor. A late fee of 20% of the total quarterly payment shall be assessed by the Grantor on all late payments. It is further understood and agreed that the franchise fee paid pursuant to this franchise shall not be added on as a separate item on the occupant's or resident's garbage collection bills, but rather shall be considered as an operational expense. Residential customers billed by the Grantor will pay a three percent (3%) franchise fee as part of their billing.

The franchise fee may be changed by the City with approval of the City Council once a contract year (Oct. 1 – Sept. 30), upon adoption of an ordinance and after two readings at duly noticed public hearings. Any changes to the franchise fee will become effective on October 1 following adoption and passage of the ordinance. The Grantor shall provide notice of the change to the Grantee at least ninety (90) days prior to the next billing period.

SECTION 6. ASSIGNMENT.

A. The franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor adopted by its governing body. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Assignee's intent to fulfill the obligations imposed by Grantor in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than fifty-one percent (51%) of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights attendant to fifty-one percent (51%) or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent thereof. Following receipt of the notice of default, Grantee shall have 24 hours to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have fourteen (14) days to correct, or to notify the City of the means, subject to City approval, by which the Grantee intends to correct, other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Clerk a written protest within 2 hours of receipt of Grantor's notice regarding a missed trash/ garbage pickup and within five (5) days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Okaloosa County, Florida, which shall be the exclusive venue for such a dispute.

SECTION 9. RIGHTS OF FIRST REFUSAL.

In the event Grantee shall at any time during the term of this Ordinance desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten (10) days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty (30) days after giving of such notice shall have the option to purchase the disposal service from Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this franchise.

SECTION 10. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor and Grantee shall meet at least quarterly to review damage to public streets and rights-of-way to assess costs and scheduling of repairs.

SECTION 11. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto. Furthermore, Grantee shall be responsible for the necessary promotion and educational activities required to familiarize the general public with the recycling mandates.

SECTION 12. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

Grantee shall carry public liability insurance to the extent of Five Million (\$5,000,000) Dollars for the death of or injury to more than one person or property damage insurance to the extent of One Million (\$1,000,000) Dollars, upon each of the trucks or other vehicles used in carrying out the work called for in this franchise, such insurance expressly to cover both the Grantor and the Grantee. A certificate showing that the Grantee has in force and effect the aforesaid insurance shall be filed with the Grantor within ten (10) days from the execution of the franchise, and yearly thereafter at least thirty (30) days prior to the date of the expiration of said policies or insurance for each year of said franchise. The aforesaid insurance shall be of such form and written by such companies as are approved by the Grantor and also shall contain an advance of the cancellation of the insurance. Said policies of insurance shall name Grantor as additional insured.

The Grantee will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from or based on (i) violation of applicable laws, ordinances, rules or regulations by the Grantee, its agents or employees; (ii) injury to persons or damage to property arising out of the Grantee's or its agents' and/or employees' intentional, willful or negligent acts or omissions in the performance of this Franchise Agreement or for injury or damage caused outside the scope of this Franchise Agreement but for which Grantee, its officers, agents, servants, or employees are responsible.

Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance and payment of premiums thereon to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least sixty (60) days prior to any termination, revocation or modification thereof.

SECTION 13. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, in a form approved by the Grantor, for the faithful performance of this franchise and all of the obligations arising hereunder in the amount of One Million(\$1,000,000.00) Dollars. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida.

SECTION 14. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 15. DISPUTE RESOLUTION.

If any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Okaloosa County, Florida court, which shall be the exclusive venue for any dispute.

SECTION 16. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation required under this franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this franchise regardless of the nature of the dispute.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Okaloosa County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this franchise is not renewed, Grantee shall continue to provide service for at least ninety (90) days following expiration or until a substitute Grantee is in place, whichever comes first, but shall not continue service past 120 days.

SECTION 17. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three (3) consecutive scheduled working days or fails to operate the system in a satisfactory manner for a similar period, the Grantor may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. At its option, after written notice to the Grantee, take over and operate any or all of the Grantee's equipment used in the performance of this franchise until such time as the Grantee is again able to carry out its operation satisfactorily, as determined solely by the Grantor. Any and all operating expenses incurred by the Grantor in so doing may be charged to the Grantee.

2. Enter into contract(s) or agreement(s) with another qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is again able to satisfactorily fulfill its responsibilities under this franchise as determined solely by the Grantor.

B. During such period, the liability of the Grantor to the Grantee for loss or damage to the equipment used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from

such liability. The liability of the Grantee to third parties shall continue and all claims or demands arising out of the operation of the collection service shall be directed solely to the Grantee and Grantor shall be treated as an agent of the Grantee for purposes of determining liability.

SECTION 18. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide recycling to all residential customers. Grantee shall not be required to provide multifamily residences or commercial customers with recycling.

B. Grantee shall collect all residential recycling materials in the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts and placed at the curbside from all single family residences. The Grantee shall distribute one (1) 96-gallon cart to hold recyclable materials to be collected to each single family residence within the service area. The cart shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times. Grantee shall retain ownership of the carts. Residents may retain 18 gallon bins previously distributed, place them by or in the recycling cart for removal. Information and instructions about the recycling program will be provided with the recycling cart.

E. All refuse and recyclable materials hauled by the Grantee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

F. The Grantee shall make collections with as little noise and disturbance to the residents as possible and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied and left at the point of collection. Grantee shall develop a procedure for handling placement of incorrect material in the recycling carts by residents, preferably a notice reminding the resident of acceptable materials.

G. Grantee shall collect recyclable materials within the service area one (1) time per week. The day of collection shall be the same day as one of the regular collection days for solid waste preferably the first collection of the week. However, pickups normally scheduled on a holiday shall be rescheduled for the next regularly scheduled pickup day.

H. Grantee will provide at no additional cost to Grantor an eight (8) yard recycling container at the Public Services Facility for use by residents and visitors.

I. Grantee will provide at no additional cost an eight (8) yard recycling container at the Norriego Point parking lot for use by residents and visitors.

J. Grantee will provide at no additional cost to Grantor up to three (3) additional eight (8) yard recycling containers for use by residents and visitors at Grantor's requested location.

K. Single Stream Materials Containers may not contain more than 20% Non-Recyclables or any Excluded Materials. For purposes of this Agreement, a Container is "Contaminated" when, based on visual inspection, it has more than 20% Non-Recyclables (volume or weight) or any amount of Excluded Materials.

L. Grantee is not obligated to collect Single Stream Materials Containers which are Contaminated.

M. If Grantee elects to not collect a Contaminated Container, it shall notify the Customer by Container tag, mail, email, text or telephone call. Grantee has the right to change communication channels as technology advances.

N. If Grantee elects to collect a Contaminated Container, it may charge the Customer a Contamination Charge set forth in the Agreement. First and second violations shall result in a violation notice and no charge. Grantee shall provide to the Customer a photograph or video if available and description of the materials that are appropriate for collection. Third and subsequent violations, Grantee shall provide to the Customer a photograph or video if available and description of the materials that are appropriate for collection. Charges set forth in the Agreement may be applied on third and subsequent violations.

O. Grantee may dispose of the contents of a Contaminated Container it elects to collect. If there have been more than three instances of a Contaminated Container in any 12-month period, and Grantee has record of this, Grantee may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s) or increase the frequency of collection, and (iii) charge the Customer the Rate for the additional or larger Refuse Container(s) or increased service frequency. After one year, if service has been discontinued, the Customer may petition Customer to reinstate such service, in which case they must pay the Container redelivery fee set forth in the Agreement.

P. Grantee reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials set forth herein as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled as contamination.

Q. Grantee may reject in whole or in part, or may process, in its sole discretion, Single Stream Materials not meeting the specifications, including wet materials, and Customer shall pay Grantee for all costs, losses and expenses incurred with respect to such non-conforming Single Stream Materials, including costs for handling, processing, transporting and/or disposing of such non-conforming materials which charges may include an amount for Grantee's operating or profit margin. Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

R. Single Stream Specifications - Recyclable materials must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

- Glass food and beverage containers – brown, clear, or green
- Aluminum cans
- Newspaper

- PET bottles with the symbol #1 – with screw tops only
- Mail
- HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)
- Uncoated paperboard (ex. cereal boxes; food and snack boxes)
- PP plastic bottles and tubs with symbol # 5 - empty
- Uncoated printing, writing and office paper
- Steel and tin cans
- Old corrugated containers/cardboard (uncoated)
- Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to, the following:

- Plastic bags and bagged materials (even if containing Recyclable Materials)
- Porcelain and ceramics
- Mirrors, window or auto glass
- Light bulbs
- Coated cardboard
- Soiled paper, including paper plates, cups and pizza boxes
- Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
- Expanded polystyrene
- Coat hangers
- Glass cookware/bakeware
- Household appliances and electronics
- Hoses, cords, wires
- Yard waste, construction debris, and wood
- Flexible plastic or film packaging and multi-laminated materials
- Needles, syringes, IV bags or other medical supplies
- Food waste and liquids, containers containing such items
- Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
- Excluded Materials or containers which contained Excluded Materials
- Napkins, paper towels, tissue, paper plates, and paper cups
- Any paper Recyclables or pieces of paper Recyclables less than 4” in size in any dimension
- Propane tanks, fuel cannisters
- Batteries
- Metal cookware/bakeware
- Fiber Recyclable Materials with moisture exceeding commodity market limits
- Microwaveable Containers

S. Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Grantee's property, its personnel or the public or materially impair the strength or the durability of Grantee's structures or equipment.

T. Grantee reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

U. Grantee may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Grantee may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Grantee's operating or profit margin. Without limiting the foregoing, Grantee may bill Customers a contamination charge as provided in the Agreement.

SECTION 19. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by volume of solid waste diverted from landfill by percent, weight of items recycled, neighborhoods above or below average participation. . The Grantee shall furnish quarterly diversion report to the City. Reports shall be on forms and in a format required by the Grantor.

B. Grantee agrees to meet on a semiannual basis with the Grantor's Environmental/ Tree Committee or, if such a committee is not standing, then the City's Parks and Recreation Committee to discuss ways to increase recycling throughout the City, at a time mutually agreed to by both parties to this agreement.

SECTION 20. COLLECTION SERVICES AND OPERATIONS.

A. Residential

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up from the curbside adjacent to each residence all garbage, rubbish, and residential wastes (household garbage) two (2) times a week from Carts provided by Grantee; collection of horticultural trash and bulky waste shall be one (1) time per week on days agreed upon by the Grantee and Grantor. Instructions regarding regular solid waste collection, Bulky Waste collection and Horticultural Waste collection shall be provided by Grantee on the 96 gallon Cart provided to residents. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the next regularly scheduled pickup day. Grantee agrees to collect additional Rubbish outside of the Cart only on the next service day after Christmas generated by Holiday festivities. Such additional Rubbish shall be bagged, bundled or contained, to avoid scattering and each bag, bundle or container shall weigh less than fifty pounds. Grantee, at his sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five (5) days in advance by publication or other means approved by Grantor.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.

(b) Schedule: Regularly scheduled pick up days for household garbage shall be Tuesday and Friday; Tuesday will be the day for recycling and Wednesday and/or Friday will be the day for horticultural trash collection. However, all schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard

or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated at residential premises, provided same is placed in the garbage cart. Grantee shall also be required to furnish an additional cart when requested and paid for by residents at an additional fee of \$____ See Exhibit A____per month billed annually at \$____ See Exhibit A____ and adjusted annually to reflect the change in the WST CPI from the prior twelve month period ending in June.

3. Collections. All collections shall normally be made in residential areas no earlier than 6:00 a.m. and no later than 6:00 p.m., with no service on Sunday and select holidays, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Missed pickups and minor issues shall be resolved within 24 hours. All other problems must be resolved or a cure initiated within seven (7) days.

4. Bulky Waste Collection: Grantee shall collect bulky waste placed at the curbside for collection once a week on a day agreed upon by Grantee and Grantor. Bulky Waste shall include up to six (6) cubic yards of material. Grantee shall provide additional Bulky Waste collection to residential customers at a rate agreed to between Grantee and resident. The resident shall be responsible for payment for these additional services.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Grantee shall provide the requested special services within two (2) business days after reaching agreement with customer as to the rate for such services. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge. Smaller sixty-four (64) gallon carts will be made available to special needs customers (handicapped or elderly) upon request by Grantor.

6. Exempt customers: Residents or occupants who, upon application to the Grantor pursuant to Section 12-86, Destin City Code, are determined by the City Manager to be unable to pay the collection and disposal fee due to hardship or inability shall be exempt from the payment of collection fees. Any customer desiring to be considered for exempt status needs to apply by April 15th of each year.

7. Public Right of Way Collection: Grantee shall collect at no additional charge to Grantor, illegally dumped materials such as Horticultural trash, furniture and Bulky Waste disposed of in the City right of ways; provided such collections do not require the use of a special truck not normally used in Grantee's collection of waste pursuant to this Agreement.

8. Senior Program: City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, and using guidelines established by the City to be eligible for a senior program, will receive discounted rates as determined in Section 29 (A). 1. The City of

Destin may enforce other restrictions/ criteria to be eligible for this discount. The level of service for the senior program for collection of garbage will be once a week and picked up on the first day of weekly collection service for the route which services their address. All other services (recycling and horticultural waste) will be the same as other residential customers.

9. Waste Receptacles:

- (a) Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval.
- (b) Horticultural trash: Horticultural trash must be canned, bagged and/ or stacked and shall not weigh more than fifty (50) pounds per container or stack, and shall not be in excess of six (6) feet in length or four (4) inches in diameter. Total volume per each horticultural debris service day pickup shall not exceed two (2) cubic yards (approximately the amount which can be placed in the bed of a standard pickup truck). Grantee will not remove stumps or tree trunks in excess of four (4) inches, in diameter.

10. Hazardous materials: Grantee shall not be required to collect hazardous materials.

11. Location of residential waste for collection: Persons in occupancy of each residential establishment shall place their garbage carts at the curb no sooner than 12:00 p.m. the day before a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless: the occupant or resident has been approved for back door or side door pickup or the occupant or resident has negotiated a special service collection at another location.

10. Customer restrictions: Grantee shall not be required to collect residential waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

11. Overage: Grantee may opt to not collect Overage, unless caused by Grantee spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Grantee return to service the container (an additional fee will apply). Alternatively, Grantee may collect the Container with Overage and invoice the Service Recipient an Overage Charge. First and second violations shall result a violation notice and no Overage charge. Grantee shall provide to the Customer a photograph or video if available and the contract definition of Overage. Third and subsequent violations, Grantee shall provide to the Customer a photograph or video if available and the definition of Overage. Charges set forth in the Agreement may be applied on third and subsequent violations. In either case, the Grantee shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than five instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), Grantee may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage and may increase the charges to such Customer according to the increased service level.

B. Commercial

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all

garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the day before or the day after the holiday or with the approval by the commercial establishment any other day within a five-day window of the holiday.

- (a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.
- (b) Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle. The City Manager or his/her designee may require the commercial establishment to increase their level of service to accommodate the waste generated at the commercial establishment. Collections: All collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

3. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's franchise fee.

4. Waste receptacles:

- (a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a commercial container.
- (b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials.
- (c) Location of commercial waste for collection: All commercial establishments receiving service pursuant to this franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

5. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

6. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container fails to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

SECTION 21. OFFICE AND COLLECTION HOURS.

A. The Grantee's office shall remain open Monday through Friday from 8:00 a.m. to 5:00 p.m. to handle complaints from residential customers; and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. Commercial customers shall be provided a local or toll free number which shall be available from 7:00 a.m. to 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. to 4:00 p.m. These requirements do not apply on the legal holidays identified in Section 20.

B. Collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. If the Grantee has an equipment breakdown, it shall be relieved from completing collection by 6:00 p.m. but not later than 10:00 p.m. for the route being served by such equipment experiencing operating difficulties, provided that such route shall be fully collected that day by the Grantee with substitute equipment.

C. An exception to the normal pickup times is granted to commercial establishments located south of Harbor Blvd, to include McGuire's Irish Pub, due to high traffic volume and limited parking. The pickup times at these locations are 4:30 a.m. to 7:00 p.m. At the request of the Grantee or the City Manager or his designee, Section 21. C. may be modified due to the proximity of residential units, new commercial establishments and other concerns. The approval of such requests will not be unreasonably delayed or withheld.

SECTION 22. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair at all times and shall be equipped with back-up warning lights and alarm. The Grantee shall at all times have available reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 23. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities selected by Grantee and legally empowered to accept it for treatment or disposal.

SECTION 24. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two (2) occasions, the latter being at least one (1) week prior to the change. All such changes in routes or schedules will also be immediately communicated to Grantor at the time determined by the Grantee. Grantee shall assist Grantor in conveying these changes through all other reasonable means, including through Grantor's website and social media accounts.

SECTION 25. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee utilizes and will continue utilizing Florida's E-Verify program as required by section 448.095, Florida Statutes, as it may be amended from time to time.

SECTION 26. SPILLAGE AND LITTER.

The Grantee shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided. During hauling, all solid waste or liquids shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 27. STORMS AND OTHER EMERGENCIES.

In the case of a storm or disruption caused by other severe emergencies (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

The Grantee shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster (including increased horticultural trash and bulky waste) unless the Grantor enters into a written agreement with Grantee specifying the terms and compensation for such services.

Further, the parties shall track on a quarterly basis the volume of waste Grantee collects under normal, non-disaster event influenced conditions. Should waste volume collected by the Grantee in a quarter be greater by fifteen percent (15%) than such volume collected by Grantee in the same quarter of the previous year, and the increase in volume is attributable to a recent disaster event, Grantee shall be entitled to additional compensation for the collection of waste in excess of normal volumes for the same period. Such compensation shall be calculated at the average rate charged to the City of Destin by its storm debris collection contractors.

SECTION 28. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this franchise, provided, however, that Grantee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the date of the franchise.

SECTION 29. RATES AND CHARGES.

A Rates:

1. The initial rates for recycling and the automated collection of garbage, Horticultural Trash, and Bulky Waste under this franchise, the initial residential rate shall be according to Exhibit "A" which is attached hereto and incorporated herein annually (\$____See Exhibit A____ per month). Additional carts if requested will be \$ ____See Exhibit A____ annually (\$____See Exhibit A____ per month). For City residents who elect and are approved to take advantage of the Senior Program as defined in Section 20, the initial rate will be \$____See Exhibit A____ annually (\$ See Exhibit A per month).] All such rates shall be adjusted in accordance to Section 30.

2. For garbage, yard waste for the initial term of this franchise, the monthly rate for commercial establishments shall be as stated on Exhibit A.

3. Contamination Charge will be \$10 per incident.
4. Overage Charge will be \$5 per incident.

B. Grantee shall be solely responsible for the billing and collection of receivables from residential cart customers on an annual or quarterly basis. The following steps will be followed with respect to accounts in arrears:

- 30 plus days – customers will receive notice of overdue account and a call from Grantee's collection department. The property owner will receive the same notifications from Grantee.
- 45 days – customer's service will be suspended pending payment in full. Customer and property owner will receive a call from Grantee's collection department. A reactivation fee of \$25 per residential unit will be assessed. All calls will be documented in Grantee's database.
- 92 days – the Cart will be retrieved by Grantee and the account will be cancelled for non-payment. Grantor will be provided with a list of these customers weekly. A reactivation fee of \$25 will be assessed.

C. Grantee shall be solely responsible for the billing and collection of receivables from commercial customers on a monthly basis, respectively. Customers may include either the property owner or tenant/ occupant of each commercial establishment generating solid waste.

D. For items requiring roll-off service or any other special handling not otherwise delineated in this franchise, the charges are to be negotiated between the Grantee and the customer. If agreement cannot be reached, the matter shall be submitted to the Grantor for final determination.

E. Grantee shall keep records of the volume of solid waste collected and charges therefore and the Grantor shall have the right to review any records which in any way pertain to solid waste payments.

F. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, including all City parks and the City's sports complexes at no charge. The Grantee will provide six (6) commercial containers each of a size to be specified by the City at no cost to the City for City sponsored events, including one community cleanup per year.

Grantee shall provide at no additional cost to the Grantor, one twenty (20) yard roll-off container at the Public Works Facility serviced twelve (12) times annually for disposal of street sweeping debris considered special waste. An additional thirty (30) yard roll-off container will be placed at the Public Works Facility and serviced twenty-four (24) times annually at no cost to the Grantor.

I. Should Grantor annex any property currently serviced by Grantee under Okaloosa County Solid Waste contract, the owners of the annexed property shall have the option to opt into this Agreement at the rate structures specified herein, or the owners of the annexed property may elect to continue with the rate structure provided in Grantee's agreement with Okaloosa County through the end of the term of Grantee's agreement with Okaloosa County.

J. Either party may request a joint house count annually.

SECTION 30. RATE CHANGES.

A. CPI and Fuel Adjustments

The initial rates contained herein shall be in place for the first twelve (12) months of this agreement. On October 1st of each subsequent anniversary date, the rates will be adjusted according to the changes in the Consumer Price Index (CPI) for the previous twelve (12) months ending on the preceding June. For purposes of this agreement, CPI shall mean the Consumer Price Index for Water, Sewer and Trash CPI, Not Seasonally Adjusted, All Areas (WST CPI) as published by the U.S. Department of Labor.

1. Should any new law, fee, surcharge, duty, tax, or other charges of any nature be imposed by the federal government, any agency thereof, the State of Florida, any agency thereof, or by any local government body or agency which is payable solely by reason of the nature of the operations conducted by Grantee and any other sales or services taxes of general application to the Grantee's operations, then the parties shall convene and negotiate in good faith an increase in Grantee's hauling rates.

2. In addition to the foregoing, Grantee may petition the Grantor for rate increases to cover unforeseen and unusual increases in the costs of operating under this Agreement. Grantee will be responsible for documenting the impact of such costs and any resulting increase in the rates and the Grantor shall reasonably and timely consider the request in good faith. The Grantor shall not unreasonably deny relief.

B. Change in Law:

The Grantee may petition the Grantor to adjust Grantee's rates based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The Grantor shall be entitled to audit the Grantee's financial and operational records directly related to the Grantee's request in order to verify the increase in costs and the reasons therefor.

"Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting the Grantee's

operation under this Agreement more burdensome than the requirements that are applicable to Grantee and in effect as of the date of this Agreement. A change in any federal, state, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, tipping fee adjustment, charge or tax after the date of this Agreement that applies to Grantee's operations per se, such fee, charge or tax shall be treated as a Change in Law.

The Grantee's request must be made within one hundred twenty (120) days of the occurrence of such unusual change or cost, and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the Grantor. The Grantor shall make a reasonable determination based upon the documentation provided in reaching its decision and shall not unreasonably deny relief hereunder.

SECTION 31. DELINQUENT ACCOUNTS.

A. Commercial: When an account is delinquent by thirty (30) days Grantee shall provide the commercial establishment with the following written notices by United States Mail: 30 days, friendly reminder of delinquency; 40 days, notice of potential service interruption; 50 days, notice of service interruption; 60 days, final demand for payment; 65 days audit/final notification before cancellation; and 90 days cancellation and delivery to third party collection agency. At the time that the Grantee actually stops service, notification of that fact will be given to the Grantor.

B. Grantee shall make all reasonable efforts to work with commercial establishment customers regarding payment of their accounts prior to interrupting or canceling service, i.e., negotiate payment plans, resolve billing disputes, etc.

SECTION 32. ACCOUNTING; RIGHT TO AUDIT.

A. Grantee shall keep an accurate set of books and records reflecting gross revenues derived within the service area pursuant to this franchise. Said books and records shall reflect, in addition to information normally reflected pursuant to standard accounting procedures, and the requirements of Chapter 403, Florida Statutes, the name and service address of each residential and commercial establishment customer, dates of commencement and termination of service, the service charge and any change thereto, the billings, billing dates and receipt of revenues. Certified copies of the above shall be furnished to the Grantor upon request. These certified copies shall be provided in a reasonable amount of time not to exceed two weeks from the date of request.

B. Two (2) times per year the Grantor may audit the books and records of the Grantee in order to determine whether the franchise fees paid pursuant to Section 5 are those required thereby. Grantor's failure to exercise its right to audit at any time shall not constitute a waiver of such right, and notwithstanding such omission, the Grantor shall have such continuing right to audit until one year after the termination of this franchise. In the event that Grantor elects to exercise its right to audit, Grantor shall provide to Grantee written notice of such election at least forty-eight (48) hours in advance of the time of the audit. Grantor shall have the right to select the auditors to make the audit and one (1) audit per year shall be at the Grantee's expense. In the event a second audit is performed at Grantor's request in any given year, the expense of that second audit shall be borne by the Grantor, except in cases of fraud, deceit or intentional misrepresentation of monies due to the Grantor, in which case the expenses of the audit shall be borne by the Grantee. Grantee shall make available to the auditor, at no charge, such personnel, financial and other records as the Grantor may in its reasonable discretion request in order to complete such audit.

SECTION 33. COMPLAINTS.

All complaints shall be resolved by Grantee within twenty-four (24) hours. Grantee shall, within forty-eight (48) hours of receipt, supply Grantor with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/ form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be serviced on the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure.

SECTION 34. CHARGES FOR FAILURE OF PERFORMANCE.

A. Upon the recommendation of any Council member or City staff member, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee by vote of the City Council if the Council determines that

1. Total residential complaints during any calendar month involve more than one (1%) percent of the total residential customers within the service area;
2. Total residential complaints during the Grantor's fiscal year exceed more than two (2%) percent to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than three (3%) percent of the total commercial customers within the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than six (6%) percent to the total commercial customers within the service area; or
5. Where the lack of performance by Grantee is continuous and determined by the Council to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

B. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein and will be in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

- | | |
|--|------------------------------------|
| 1. Failure to clean up spilled refuse | \$100.00 per incident |
| 2. Failure to collect solid waste per location or special collection solid waste from any premises at or within service area | \$100.00 per incident |
| 3. Failure to complete each route on the regular scheduled pickup | \$1,500.00 per route not completed |
| 4. Failure to keep equipment in clean, safe and sanitary manner | \$150.00 per vehicle per day |

- | | | |
|----|--|-------------------------------|
| 5. | Failure to have vehicle operator properly Licensed | \$150.00 per day per incident |
| 6. | Failure to maintain office hours as set forth in Section 21 | \$150.00 per incident |
| 7. | Failure to replace or repair any damage caused by Grantee or its personnel | \$100.00 per incident |

C. Within five (5) business days of the date of Council's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest with the City Clerk stating the reasons for disagreement within five (5) business days of the receipt of the notice of assessment. This protest will be acted upon by the City Council at the Council's next regularly scheduled council meeting.

SECTION 35. VENUE

The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

SECTION 36. SOVEREIGN IMMUNITY

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

SECTION 37. CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 38. FORCE MAJEURE.

A. Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, labor shortages, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

SECTION 39. JURY TRIAL WAIVER.

GRANTEE 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.

SECTION 40. PUBLIC RECORDS.

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

Specifically, GRANTEE 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 GRANTEE 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 GRANTEE 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.

SECTION 41. SAVINGS CLAUSE.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this franchise shall not be affected.

SECTION 42. EFFECTIVE DATE.

This ordinance shall take effect October 1, 2022 by the City Council of the City of Destin, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk

ADOPTED THIS ____ DAY OF _____, 2022

By: _____
Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
has been reviewed and approved by the City Attorney.

Kyle S. Bauman , City Attorney

APPROVAL AND ACCEPTANCE

WASTE MANAGEMENT INC. OF FLORIDA does hereby approve and accept the foregoing solid waste collection and disposal franchise and, as franchisee, agrees to perform, assume and comply with all of the terms, conditions, covenants and obligations of said franchise and authorizes the undersigned officer to execute this Approval and Acceptance.

Dated this ____ day of _____, 2022

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT A – 3% Franchise Fee (2022 Proposed Ordinance)

Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family Residential	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	110.02	210.56	311.37	412.07	512.76	613.41	717.69
4 yard container	136.45	261.00	385.53	510.56	634.60	759.13	888.18
6 yard container	165.65	314.05	462.44	610.85	759.24	907.65	1061.94
8 yard container	191.26	363.51	535.76	708.03	880.29	1052.58	1231.49

Residential	DES Price Group
Residential Service With Recycling and Carts	\$ 307.20 Annual \$ 25.60 Monthly
Senior Citizen Residential Rates	\$ 251.40 Annual \$ 20.95 Monthly
Second Cart Residential Rates	\$ 178.56 Annual \$ 14.88 Monthly

Rates including 3% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 24.83	\$ 20.32	\$ 14.43
Franch. Fee	\$ 0.77	\$ 0.63	\$ 0.45
Total Rate	\$ 25.60	\$ 20.95	\$ 14.88
Quarter	\$ 76.80	\$ 62.85	\$ 44.64
Annual	\$ 307.20	\$ 251.40	\$ 178.56

Regular
Senior
2nd Can

VIP Compactors: Proposed 2022

	1	2	3	4	5	6	7
2	\$ 185.25	\$ 358.92	\$ 532.59	\$ 706.27	\$ 879.96	\$ 1,053.63	\$ 1,253.63
4	\$ 229.74	\$ 445.74	\$ 661.74	\$ 877.73	\$ 1,093.73	\$ 1,309.70	\$ 1,509.70
6	\$ 278.92	\$ 539.84	\$ 800.75	\$ 1,061.67	\$ 1,322.53	\$ 1,583.50	\$ 1,783.50
8	\$ 322.04	\$ 624.90	\$ 927.77	\$ 1,230.65	\$ 1,533.51	\$ 1,836.38	\$ 2,036.38

ORDINANCE ~~17-18~~-22-09-CN

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR THE EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT, INC. OF FLORIDA, A PRIVATE CORPORATION, FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE WITHIN THE CITY LIMITS; PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CITY LIMITS; PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE AND COLLECTION HOURS; COLLECTION EQUIPMENT; DISPOSAL ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; RATE CHANGES; DELINQUENT ACCOUNTS; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; VENUE; SOVEREIGN IMMUNITY; CONFLICTING ORDINANCES AND RESOLUTIONS; SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality collection and disposal services; and

WHEREAS, the City of Destin finds it in the public interest to retain regulatory authority over refuse collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Destin finds it in the public interest to retain control over the use of public rights-of-way by refuse collectors to ensure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of- way property; and

WHEREAS, the City of Destin finds it in the public interest to attract high quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Destin finds it in the public interest to ensure that high quality refuse collection and disposal service is maintained through a responsive complaint handling procedure; and

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

WHEREAS, Waste Management, Inc. of Florida (“Waste Management”) was first granted an exclusive franchise to service the City of Destin and its citizens’ solid waste disposal needs on ~~[INSERT DATE]~~October 1, 2011, after a competitive bidding process; and

WHEREAS, Waste Management was again awarded an exclusive franchise to service the City of Destin and its citizens' solid waste disposal needs on [INSERT DATE]October 1, 2017, after a competitive bidding process; and

WHEREAS, on [INSERT DATE]October 13, 2021, Waste Management provided written notice to the City of Destin that it desired to negotiate a new franchise agreement due to the current franchise agreement's impending end of term on October 1, 2022; and

WHEREAS, Waste Management has ~~generally~~ provided a positive impact on the City of Destin and the health, safety, and welfare of its citizens by enhancing the beauty and quality of the environment, preventing the spread of disease, and the creation of nuisances through reliable and dependent services from a single unified source; and

WHEREAS, the City Council considered issuing a Request for Proposals and otherwise competitively bidding the provision of solid waste services to the general market; and

WHEREAS, likely due to unique circumstances stemming from COVID-19 and its cascading negative impacts on the world and specifically the economy, and based upon review of competitive bidding of solid waste disposal services by similarly situated local governments, it is most cost effective to the City of Destin to negotiate an extension of the solid waste disposal franchise with Waste Management as opposed to issuing a Request for Proposals or otherwise competitively bidding the solid waste disposal franchise; and

WHEREAS, overall, the rates described in this Ordinance are more advantageous for the City of Destin and its citizens when compared with similarly situated local governments; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes; and

WHEREAS, this Ordinance has superseded Ordinance 11-25-CN, Ordinance 16-16-CN, and Ordinance 11-04-CN, and Ordinance 17-18-CN pursuant to the authority of Section 166.021 and Chapter 403, Part IV, Florida Statutes.

SECTION 1. DEFINITIONS.

"Bulky Waste" shall mean large items of solid waste such as, mattresses, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.

"Cart" shall mean a roll out cart receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body.

"Commercial container" shall mean any portable, nonabsorbent, enclosed container with a close fitting cover, or doors, approved by the Grantor, which is used to store large volumes of refuse. A commercial container must be capable of being serviced by mechanical equipment.

"Commercial establishment" shall mean any public or private place, building or enterprise devoted in whole or in part to business purposes, whether for profit or not-for-profit; except where such place,

building or enterprise constitutes a single-family residence or multiple dwelling of four (4) units or less. A multiple dwelling of five (5) units or more shall be considered a commercial establishment unless there is no homeowners' association for such structure or if there is insufficient room for a commercial container. Duplexes, triplexes and condominiums/ townhouses with four units or less where the individual units are privately owned and used for commercial purpose are not commercial establishments within this definition unless commercial containers are used.

"Commercial rubbish and trash" shall mean combustibles such as paper, wood and yard trimmings, and noncombustibles such as metal, plastic, glass, stone and dirt.

"Commercial solid waste" shall mean garbage, rubbish and trash, resulting from the normal activities of establishments utilizing containers of one (1) cubic yard capacity or more.

"Contamination" refers to materials placed in a Recyclables container other than Recyclables, or material placed in an Organic Waste container other than Organic Waste.

"Contamination Charge" means an amount charged to customer by Grantee to compensate Grantee costs for separating Solid Waste or Green Waste placed in Recyclables containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Green Waste in Recyclables containers, or Solid Waste in Green Waste containers.

"CPI" as used herein shall be the revised Consumer Price Index for all Urban Consumers South Urban for all items, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, 1984-82 = 100. In the event the U.S. Department of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curb Service" shall mean a single collection point within five (5) feet of the edge of the road.

"Customer" shall mean individual or business (residential or commercial) receiving collection services.

"Construction Debris" shall mean waste building materials resulting from construction, remodeling, repair or demolition operations.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/ or equipment for bulk removal of both natural and man-made material.

"Duplex Residence" shall mean and include an attached two family structure designed or intended for occupancy by two (2) families.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/ or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents.

"Garbage Cart" shall mean the plastic receptacle furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or

handicapped) upon request with the Grantor's approval.

"Grantee" shall mean Waste Management Inc. of Florida, who is granted this exclusive franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Destin, Florida.

"Gross Quarterly Dollar Customer Billings" shall mean the total quarterly invoice amount billed to Destin residents for collection and disposal of all residential trash, garbage, and other refuse within the city limits, including landfill tipping and/ or transfer station fees.

"Gross Revenue" shall mean and include any and all fees received by Grantee which were generated within the service area pursuant to this franchise with the exception of those fees associated with storms and other emergencies as defined in Section 27.

"Handicapped Service" shall be household garbage and recycling service at the rear or side of a residence for handicapped persons approved by Grantor for special service.

"Hazardous Waste" shall mean waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons.

"Horticultural Trash" shall mean shrubbery cuttings, or clippings, palm fronds, small tree branches (not to exceed six (6') feet in length and four (4) in diameter), bushes or shrubs, or other organic matter generated as refuse in the care of lawns, gardens, hedges, bushes and trees. Large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households, and stumps and tree trunks in excess of four (4) inches in diameter are not included in this definition.

"Multifamily Residences" shall mean multiple dwelling units of five (5) units or more.

"Occupant" or *"Resident"* includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other groups or combinations permitted under Florida law.

"Overage" is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container's intended capacity such that the lid is lifted more than 12 inches (or would be lifted if lowered) or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

"Overage Charge" means an amount charged to customer to compensate for expense incurred by Grantee arising from Overages, and to provide a financial incentive to customer to subscribe to the level of service that will allow all materials to fit within the container.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five (35) gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty (50) pounds when full.

"Recyclable Materials" shall mean newspaper, glass containers, aluminum and steel cans, plastics

and such other materials identified by the Grantor during the term of this franchise.

"Recycling Containers" shall mean the receptacles purchased and distributed on behalf of the Grantor by the Grantee for the intended use as a receptacle of Recyclable Materials.

"Recycling Service Area" refers to the corporate limits of the City of Destin, Florida as hereafter amended through annexation.

"Roll-off Container" shall mean any container (open top or enclosed for compacting) used for the collection and storage of construction, demolition debris, or garbage rubbish that can be picked up and transported on a specially equipped truck to the disposal site.

"Rubbish" non-recyclable solid wastes or refuse, excluding garbage consisting of both combustible and noncombustible trash.

"Senior Program" – City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, are determined Grantee, using guidelines established by the City to be eligible for this Senior Program, will receive discounted rates and reduced level of service.

"Single Family Residence" shall mean and include a detached single family structure designed for occupancy by one person or by one family. Each mobile home, trailer, townhouse or condominium (if located in a building with four (4) or less connected units) shall be deemed a "residence" and each such townhouse/ condominium unit shall be deemed a single family structure unless the townhouse/ condominium building uses commercial containers. Each unit of a residential duplex or triplex shall be deemed a "residence" unless the duplex or triplex uses commercial containers.

"Solid Waste" shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Wastes such as major appliances, furniture, building materials, tree limbs, noncontainerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up as a special service of the Grantee and billed separately to the customer on the basis of labor, truck costs and dumping charges. All fees received by the Grantee for the collection of special material on a special service basis are subject to the City's franchise fee.

SECTION 2. GRANT OF FRANCHISE.

Grantee is hereby granted an exclusive mandatory residential and commercial franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this franchise for the purpose of collecting and disposing of all residential recyclables, residential and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Destin, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and

commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

SECTION 3. LIMITS OF FRANCHISE.

This franchise covers the corporate limits of the City of Destin, Florida, as those corporate limits may change from time to time. Grantee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. The franchise shall be granted from the date of this franchise for a period of five (5) years beginning on October 1, ~~2017-2022~~ unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This franchise may be automatically renewed under the same terms, conditions and limitations as contained herein, unless Grantor or Grantee shall give notice to the other of an intent to cancel or renegotiate, which notice shall be in writing, delivered by United States Mail, return- receipt requested and posted no sooner than twelve (12) months, and no later than nine (9) months before the initial termination date of this franchise. Said notice may also be delivered by hand within the above time frame, and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery.

SECTION 5. FRANCHISE CONSIDERATION.

Grantee shall pay to the Grantor a franchise fee equal to the sum of ~~one-three~~ (31%) percent of the gross quarterly dollar commercial establishment customer billings. Payment to the Grantor shall be made four (4) times per year, in March, June, September and December, within ten (10) days of each quarter and without demand by Grantor. A late fee of 20% of the total quarterly payment shall be assessed by the Grantor on all late payments. It is further understood and agreed that the franchise fee paid pursuant to this franchise shall not be added on as a separate item on the occupant's or resident's garbage collection bills, but rather shall be considered as an operational expense. Residential customers billed by the Grantor will pay a ~~one-three~~ percent (~~1~~%) (3%) franchise fee as part of their billing.

The franchise fee may be changed by the City with approval of the City Council once a contract year (Oct. 1 – Sept. 30), upon adoption of an ordinance and after two readings at duly noticed public hearings. Any changes to the franchise fee will become effective on October 1 following adoption and passage of the ordinance. The Grantor shall provide notice of the change to the Grantee at least ninety (90) days prior to the next billing period.

SECTION 6. ASSIGNMENT.

~~A. A.~~ The franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor adopted by its governing body. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Assignee's intent to fulfill the obligations imposed by Grantor in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than fifty-one percent (51%) of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights attendant to fifty-one percent (51%) or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

~~A. A.~~ Failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent thereof. Following receipt of the notice of default, Grantee shall have 24 hours to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have fourteen (14) days to correct, or to notify the City of the means, subject to City approval, by which the Grantee intends to correct, other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Clerk a written protest within 2 hours of receipt of Grantor's notice regarding a missed trash/ garbage pickup and within five (5) days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Okaloosa County, Florida, which shall be the exclusive venue for such a dispute.

SECTION 9. RIGHTS OF FIRST REFUSAL.

In the event Grantee shall at any time during the term of this Ordinance desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten (10) days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty (30) days after giving of such notice shall have the option to

purchase the disposal service from Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this franchise.

SECTION 10. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor and Grantee shall meet at least quarterly to review damage to public streets and rights-of-way to assess costs and scheduling of repairs.

SECTION 11. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto. Furthermore, Grantee shall be responsible for the necessary promotion and educational activities required to familiarize the general public with the recycling mandates.

SECTION 12. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

Grantee shall carry public liability insurance to the extent of Five Million (\$5,000,000) Dollars for the death of or injury to more than one person or property damage insurance to the extent of ~~Five Hundred Thousand One Million~~ (\$~~5001,000~~,000) Dollars, upon each of the trucks or other vehicles used in carrying out the work called for in this franchise, such insurance expressly to cover both the Grantor and the Grantee. A certificate showing that the Grantee has in force and effect the aforesaid insurance shall be filed with the Grantor within ten (10) days from the execution of the franchise, and yearly thereafter at least thirty (30) days prior to the date of the expiration of said policies or insurance for each year of said franchise. The aforesaid insurance shall be of such form and written by such companies as are approved by the Grantor and also shall contain an advance of the cancellation of the insurance. Said policies of insurance shall name Grantor as additional insured.

The Grantee will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from or based on (i) violation of applicable laws, ordinances, rules or regulations by the Grantee, its agents or employees; (ii) injury to persons or damage to property arising out of the Grantee's or its agents' and/or employees' intentional, willful or negligent acts or omissions in the performance of this Franchise Agreement or for injury or damage caused outside the scope of this Franchise Agreement but for which Grantee, its officers, agents, servants, or employees are allegedly responsible.

Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance and payment of premiums thereon to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least sixty (60) days prior to any termination, revocation or modification thereof.

SECTION 13. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, in a form approved by the Grantor, for the faithful performance of this franchise and all of the obligations arising hereunder in the amount of ~~Five Hundred Thousand One Million~~ (\$~~1,0500,000.00~~) Dollars. Said bond shall be executed by a surety

company approved by Grantor and licensed to do business in Florida.

SECTION 14. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 15. DISPUTE RESOLUTION.

If any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Okaloosa County, Florida court, which shall be the exclusive venue for any dispute.

SECTION 16. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation required under this franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this franchise regardless of the nature of the dispute.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Okaloosa County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this franchise is not renewed, Grantee shall continue to provide service for at least ninety (90) days following expiration or until a substitute Grantee is in place, whichever comes first, but shall not continue service past 120 days.-

SECTION 17. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three (3) consecutive scheduled working days or fails to operate the system in a satisfactory manner for a similar period, the Grantor may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. At its option, after written notice to the Grantee, take over and operate any or all of the Grantee's equipment used in the performance of this franchise until such time as the Grantee is again able to carry out its operation satisfactorily, as determined solely by the Grantor. Any and all operating expenses incurred by the Grantor in so doing may be charged to the Grantee.

2. Enter into contract(s) or agreement(s) with another qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is again able to satisfactorily

fulfill its responsibilities under this franchise as determined solely by the Grantor.

B. During such period, the liability of the Grantor to the Grantee for loss or damage to the equipment used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Grantee to third parties shall continue and all claims or demands arising out of the operation of the collection service shall be directed solely to the Grantee and Grantor shall be treated as an agent of the Grantee for purposes of determining liability.

SECTION 18. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide recycling to all residential customers. Grantee shall not be required to provide multifamily residences or commercial customers with recycling.

B. Grantee shall collect all residential recycling materials in the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts and placed at the curbside from all single family residences. The Grantee shall distribute one (1) 96-gallon cart to hold recyclable materials to be collected to each single family residence within the service area. The cart shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times. Grantee shall retain ownership of the carts. Residents may retain 18 gallon bins previously distributed, place them by or in the recycling cart for removal. Information and instructions about the recycling program will be provided with the recycling cart.

E. All refuse and recyclable materials hauled by the Grantee shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

F. The Grantee shall make collections with as little noise and disturbance to the residents as possible and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied and left at the point of collection. Grantee shall develop a procedure for handling placement of incorrect material in the recycling carts by residents, preferably a notice reminding the resident of acceptable materials.

G. Grantee shall collect recyclable materials within the service area one (1) time per week. The day of collection shall be the same day as one of the regular collection days for solid waste preferably the first collection of the week. However, pickups normally scheduled on a holiday shall be rescheduled for the next regularly scheduled pickup day.

H. Grantee will provide at no additional cost to Grantor an eight (8) yard recycling container at the Public Services Facility for use by residents and visitors.

I. Grantee will provide at no additional cost an eight (8) yard recycling container at the Norriego Point parking lot for use by residents and visitors.

J. Grantee will provide at no additional cost to Grantor up to three (3) additional eight (8) yard recycling containers for use by residents and visitors at Grantor's requested location.

K. Single Stream Materials Containers may not contain more than 20% Non-Recyclables or any Excluded Materials. For purposes of this Agreement, a Container is "Contaminated" when, based on visual inspection, it has more than 20% Non-Recyclables (volume or weight) or any amount of Excluded Materials.

L. Grantee is not obligated to collect Single Stream Materials Containers which are Contaminated.

M. If Grantee elects to not collect a Contaminated Container, it shall notify the Customer by Container tag, mail, email, text or telephone call. Grantee has the right to change communication channels as technology advances.

N. If Grantee elects to collect a Contaminated Container, it may charge the Customer a Contamination Charge set forth in the Agreement. First and second violations shall result in a violation notice and no charge. Grantee shall provide to the Customer a photograph or video if available and description of the materials that are appropriate for collection. Third and subsequent violations, Grantee shall provide to the Customer a photograph or video if available and description of the materials that are appropriate for collection. Charges set forth in the Agreement may be applied on third and subsequent violations.

O. Grantee may dispose of the contents of a Contaminated Container it elects to collect. If there have been more than three instances of a Contaminated Container in any 12-month period, and Grantee has record of this, Grantee may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s) or increase the frequency of collection, and (iii) charge the Customer the Rate for the additional or larger Refuse Container(s) or increased service frequency. After one year, if service has been discontinued, the Customer may petition Customer to reinstate such service, in which case they must pay the Container redelivery fee set forth in the Agreement.

P. Grantee reserves the right upon notice to discontinue acceptance of any category of Recyclable Materials set forth herein as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled as contamination.

Q. Grantee may reject in whole or in part, or may process, in its sole discretion, Single Stream Materials not meeting the specifications, including wet materials, and Customer shall pay Grantee for all costs, losses and expenses incurred with respect to such non-conforming Single Stream Materials, including costs for handling, processing, transporting and/or disposing of such non-conforming materials which charges may include an amount for Grantee's operating or profit margin. Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

R. Single Stream Specifications - Recyclable materials must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

- Glass food and beverage containers – brown, clear, or green
- Aluminum cans
- Newspaper
- PET bottles with the symbol #1 – with screw tops only
- Mail
- HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)
- Uncoated paperboard (ex. cereal boxes; food and snack boxes)
- PP plastic bottles and tubs with symbol # 5 - empty
- Uncoated printing, writing and office paper
- Steel and tin cans
- Old corrugated containers/cardboard (uncoated)
- Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to, the following:

- Plastic bags and bagged materials (even if containing Recyclable Materials)
- ~~Glass food and beverage containers – brown, clear, or green~~
- Porcelain and ceramics
- Mirrors, window or auto glass
- Light bulbs
- Coated cardboard
- Soiled paper, including paper plates, cups and pizza boxes
- Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
- Expanded polystyrene
- Coat hangers
- Glass cookware/bakeware
- Household appliances and electronics
- Hoses, cords, wires
- Yard waste, construction debris, and wood
- Flexible plastic or film packaging and multi-laminated materials
- Needles, syringes, IV bags or other medical supplies
- Food waste and liquids, containers containing such items
- Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
- Excluded Materials or containers which contained Excluded Materials
- Napkins, paper towels, tissue, paper plates, and paper cups
- Any paper Recyclables or pieces of paper Recyclables less than 4” in size in any dimension
- Propane tanks, fuel cannisters
- Batteries
- Metal cookware/bakeware
- Fiber Recyclable Materials with moisture exceeding commodity market limits
- Microwaveable Containers

S. Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not

limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Grantee's property, its personnel or the public or materially impair the strength or the durability of Grantee's structures or equipment.

T. Grantee reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

U. Grantee may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials. Grantee may invoice Customers for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Grantee's operating or profit margin. Without limiting the foregoing, Grantee may bill Customers a contamination charge as provided in the Agreement.

SECTION 19. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by volume of solid waste diverted from landfill by percent, weight of items recycled, neighborhoods above or below average participation. . The Grantee shall furnish quarterly diversion report to the City. Reports shall be on forms and in a format required by the Grantor.

B. Grantee agrees to meet on a semiannual basis with the Grantor's Environmental/ Tree Committee or, if such a committee is not standing, then the City's Parks and Recreation Committee to discuss ways to increase recycling throughout the City, at a time mutually agreed to by both parties to this agreement.

SECTION 20. COLLECTION SERVICES AND OPERATIONS.

A. Residential

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up from the curbside adjacent to each residence all garbage, rubbish, and residential wastes (household garbage) two (2) times a week from Carts provided by Grantee; collection of horticultural trash and bulky waste shall be one (1) time per week on days agreed upon by the Grantee and Grantor. Instructions regarding regular solid waste collection, Bulky Waste collection and Horticultural Waste collection shall be provided by Grantee on the 96 gallon Cart provided to residents. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the next regularly scheduled pickup day. Grantee agrees to collect additional Rubbish outside of the Cart only on the next service day after Christmas generated by Holiday festivities. Such additional Rubbish shall be bagged, bundled or contained, to avoid scattering and each bag, bundle or container shall weigh less than fifty pounds. Grantee, at his sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five (5) days in advance by publication or other means approved by Grantor.

- (a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.

- (b) Schedule: Regularly scheduled pick up days for household garbage shall be Tuesday and Friday; Tuesday will be the day for recycling and Wednesday and/or Friday will be the day for horticultural trash collection. However, all schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, -at the request

of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated at residential premises, provided same is placed in the garbage cart. Grantee shall also be required to furnish an additional cart when requested and paid for by residents at an additional fee of ~~\$11.58~~14.52 See Exhibit A per month billed annually at ~~\$138.96~~74.24 See Exhibit A and adjusted annually to reflect the change in the WST CPI from the prior twelve month period ending in June.

3. Collections. All collections shall normally be made in residential areas no earlier than 6:00 a.m. and no later than 6:00 p.m., with no service on Sunday and select holidays, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Missed pickups and minor issues shall be resolved within 24 hours. All other problems must be resolved or a cure initiated within seven (7) days.

4. Bulky Waste Collection: Grantee shall collect bulky waste placed at the curbside for collection once a week on a day agreed upon by Grantee and Grantor. Bulky Waste shall include up to six (6) cubic yards of material. Grantee shall provide additional Bulky Waste collection to residential customers at a rate agreed to between Grantee and resident. The resident shall be responsible for payment for these additional services.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Grantee shall provide the requested special services within two (2) business days after reaching agreement with customer as to the rate for such services. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge. Smaller sixty-four (64) gallon carts will be made available to special needs customers (handicapped or elderly) upon request by Grantor.

6. Exempt customers: Residents or occupants who, upon application to the Grantor pursuant to Section 12-86, Destin City Code, are determined by the City Manager to be unable to pay the collection and disposal fee due to hardship or inability shall be exempt from the payment of collection fees. Any customer desiring to be considered for exempt status needs to apply by April 15th of each year.

7. Public Right of Way Collection: Grantee shall collect at no additional charge to Grantor, illegally dumped materials such as Horticultural trash, furniture and Bulky Waste disposed of in the City right of ways; provided such collections do not require the use of a special truck not normally used in Grantee's collection of waste pursuant to this Agreement.

8. Senior Program: City residents, where there are no more than two persons residing in the dwelling and at least one of those two is age 65 or over by October 1st of the current year who, upon application to the Grantee, and using guidelines -established by the City to be eligible for a senior program, will receive discounted rates as determined in Section 29 (A). 1. The City of Destin may enforce other restrictions/ criteria to be eligible for this discount. The level of service for the senior program for collection of garbage will be once a week and picked up on the first day of weekly collection service for the route which services their address. All other services (recycling and horticultural waste) will be the same as other residential customers.

8.

9. Waste Receptacles:

- (a) Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of 96 gallons. Smaller carts of 64 gallons will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval.
- (b) Horticultural trash: Horticultural trash must be canned, bagged and/ or stacked and shall not weigh more than fifty (50) pounds per container or stack, and shall not be in excess of six (6) feet in length or four (4) inches in diameter. Total volume per each horticultural debris service day pickup shall not exceed two (2) cubic yards (approximately the amount which can be placed in the bed of a standard pickup truck). Grantee will not remove stumps or tree trunks in excess of four (4) inches, in diameter.

10. Hazardous materials: Grantee shall not be required to collect hazardous materials.

11. Location of residential waste for collection: Persons in occupancy of each residential establishment shall place their garbage carts at the curb no sooner than 12:00 p.m. the day before a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless: the occupant or resident has been approved for back door or side door pickup or the occupant or resident has negotiated a special service collection at another location.

10. Customer restrictions: Grantee shall not be required to collect residential waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

11. Overage: Grantee may opt to not collect Overage, unless caused by Grantee spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Grantee return to service the container (an additional fee will apply). Alternatively, Grantee may collect the Container with Overage and invoice the Service Recipient an Overage Charge. First and second violations shall result a violation notice and no Overage charge. Grantee shall provide to the Customer a photograph or video if available and the contract definition of Overage. Third and subsequent violations, Grantee shall provide to the Customer a photograph or video if available and the definition of Overage. Charges set forth in the Agreement may be applied on third and subsequent violations. In either case, the Grantee shall

provide a Violation Notice where such electronic contact information has been provided. If there have been more than five instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), Grantee may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage and may increase the charges to such Customer according to the increased service level.

B. Commercial

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled for the day before or the day after the holiday or with the approval by the commercial establishment any other day within a five-day window of the holiday.

- (a) Holidays: The following holidays may be observed by Grantee for purposes of this franchise: New Year's Day, Thanksgiving Day and Christmas Day.
- (b) Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

2. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle. The City Manager or his/her designee may require the commercial establishment to increase their level of service to accommodate the waste generated at the commercial establishment. Collections: All collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

3. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's franchise fee.

4. Waste receptacles:

- (a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a commercial container.
- (b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials.
- (c) Location of commercial waste for collection: All commercial establishments receiving service pursuant to this franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

5. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

6. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container fails to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

SECTION 21. OFFICE AND COLLECTION HOURS.

A. The Grantee's office shall remain open Monday through Friday from 8:00 a.m. to 5:00 p.m. to handle complaints from residential customers; and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. Commercial customers shall be provided a local or toll free number which shall be available from 7:00 a.m. to 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. to 4:00 p.m. These requirements do not apply on the legal holidays identified in Section 20.

B. Collections shall normally be made at commercial establishments no earlier than 6:00 a.m. and no later than 6:00 p.m. If the Grantee has an equipment breakdown, it shall be relieved from completing collection by 6:00 p.m. but not later than 10:00 p.m. for the route being served by such equipment experiencing operating difficulties, provided that such route shall be fully collected that day by the Grantee with substitute equipment.

C. An exception to the normal pickup times is granted to commercial establishments located south of Harbor Blvd, to include McGuire's Irish Pub, due to high traffic volume and limited parking. The pickup times at these locations are 4:30 a.m. to 7:00 p.m. At the request of the Grantee or the City Manager or his designee, Section 21. C. may be modified due to the proximity of residential units, new commercial establishments and other concerns. The approval of such requests will not be unreasonably delayed or withheld.

SECTION 22. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary, neat in appearance, and in good repair at all times and shall be equipped with back-up warning lights and alarm. The Grantee shall at all times have available reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 23. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities selected by Grantee and legally empowered to accept it for treatment or disposal.

SECTION 24. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes

and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two (2) occasions, the latter being at least one (1) week prior to the change. All such changes in routes or schedules will also be immediately communicated to Grantor at the time determined by the Grantee. Grantee shall assist Grantor in conveying these changes through all other reasonable means, including through Grantor's website and social media accounts.

SECTION 25. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee utilizes and will continue utilizing Florida's E-Verify program as required by section 448.095, Florida Statutes, as it may be amended from time to time.

SECTION 26. SPILLAGE AND LITTER.

The Grantee shall not litter premises in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided. During hauling, all solid waste or liquids shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 27. STORMS AND OTHER EMERGENCIES.

In the case of a storm or disruption caused by other severe emergencies (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

The Grantee shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster (including increased horticultural trash and bulky waste) unless the Grantor enters into a written agreement with Grantee specifying the terms and compensation for such services.

Further, the parties shall track on a quarterly basis the volume of waste Grantee collects under normal, non-disaster event influenced conditions. Should waste volume collected by the Grantee in a quarter be greater by fifteen percent (15%) than such volume collected by Grantee in the same quarter of the previous year, and the increase in volume is attributable to a recent disaster event, Grantee shall be entitled to additional compensation for the collection of waste in excess of normal volumes for the same period. Such compensation shall be calculated at the average rate charged to the City of Destin by its storm debris collection contractors.

SECTION 28. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this franchise, provided, however, that Grantee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the date of the franchise.

SECTION 29. RATES AND CHARGES.

A Rates:

1. The initial rates for recycling and the automated collection of garbage, Horticultural Trash, and Bulky Waste under this franchise, the initial residential rate shall be according to Exhibit "A" which is attached hereto and incorporated herein ~~[\$239.76 annually (\$19.9825.06- See Exhibit A~~ per month). Additional carts if requested will be \$ ~~See Exhibit A 138.96~~ annually (\$ ~~See Exhibit A 11.14.5258~~ per month). For City residents who elect and are approved to take advantage of the Senior Program as defined in Section 20, the initial rate will be ~~\$195.96246.72- See Exhibit A~~ annually (~~\$16.3320.56 See Exhibit A~~ per month).] All such rates shall be adjusted in accordance to Section 30.

2. For garbage, yard waste for the initial term of this franchise, the monthly rate for commercial establishments shall be as stated on Exhibit A.

3. Contamination Charge will be \$10 per incident.

2.4. Overage Charge will be \$5 per incident.

B. Grantee shall be solely responsible for the billing and collection of receivables from residential cart customers on an annual or quarterly basis. The following steps will be followed with respect to accounts in arrears:

- 30 plus days – customers will receive notice of overdue account and a call from Grantee's collection department. The property owner will receive the same notifications from Grantee.
- 45 days – customer's service will be suspended pending payment in full. Customer and property owner will receive a call from Grantee's collection department. A reactivation fee of \$25 per residential unit will be assessed. All calls will be documented in Grantee's database.
- 92 days – the Cart will be retrieved by Grantee and the account will be cancelled for non-payment. Grantor will be provided with a list of these customers weekly. A reactivation fee of \$25 will be assessed.

C. Grantee shall be solely responsible for the billing and collection of receivables from commercial customers on a monthly basis, respectively. Customers may include either the property owner or tenant/ occupant of each commercial establishment generating solid waste.

D. For items requiring roll-off service or any other special handling not otherwise delineated

in this franchise, the charges are to be negotiated between the Grantee and the customer. If agreement cannot be reached, the matter shall be submitted to the Grantor for final determination.

E. Grantee shall keep records of the volume of solid waste collected and charges therefore and the Grantor shall have the right to review any records which in any way pertain to solid waste payments.

F. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, including all City parks and the City's sports complexes at no charge. The Grantee will provide six (6) commercial containers each of a size to be specified by the City at no cost to the City for City sponsored events ~~such as City-wide cleanups, including one community cleanup per year.~~

~~G. Grantee shall provide at no additional cost to the Grantor, one twenty (20) yard roll-off container at the Public Works Facility serviced twelve (12) times annually for disposal of street sweeping debris considered special waste. An additional thirty (30) yard roll-off container will be placed at the Public Works Facility and serviced twenty-four (24) times annually at no cost to the Grantor. Grantee shall provide at no additional cost to Grantor, one twenty (20) yard roll-off container at the Public Works Facility for disposal of street sweeping debris considered special waste.~~

I. Should Grantor annex any property currently serviced by Grantee under Okaloosa County Solid Waste contract, the owners of the annexed property shall have the option to opt into this Agreement at the rate structures specified herein, or the owners of the annexed property may elect to continue with the rate structure provided in Grantee's agreement with Okaloosa County through the end of the term of Grantee's agreement with Okaloosa County. ~~Grantee agrees to honor the rate structure provided in the Okaloosa County agreement for those properties through the end of the current term of that agreement.~~

J. Either party may request a joint house count annually.

SECTION 30. RATE CHANGES.

A. CPI and Fuel Adjustments

The initial rates contained herein shall be in place for the first twelve (12) months of this agreement. On October 1st of each subsequent anniversary date, the rates will be adjusted according to the changes in the Consumer Price Index (CPI) for the previous twelve (12) months ending on the preceding June. For purposes of this agreement, CPI shall mean the Consumer Price Index for Water, Sewer and Trash CPI, Not Seasonally Adjusted, All Areas (WST CPI) as published by the U.S. Department of Labor.

1. ~~The hauling rates shall be increased in an amount sufficient to offset any new law (effective after the date hereof) fee, surcharge, duty, tax, or other charges of any nature imposed by the federal government, any agency thereof, the State of Florida, any agency thereof, or by any local governmental body or agency which is payable solely by reason of the nature of the operations conducted by Grantee and any other sales or services taxes of general application to the Grantee operations. If Grantee invokes this provision, then it shall notify Grantor at least ninety (90) days prior to any increase in hauling rates. If Grantor disputes Grantee's invocation of this provision, then the parties shall attempt in good faith to resolve the dispute. If the dispute is not resolved, then the parties shall engage in an alternative dispute resolution proceeding or as described in Section 15. Should any new law, fee, surcharge, duty, tax, or other charges of any nature be imposed by the federal government, any agency thereof, the State of Florida, any agency thereof, or by any local government body or agency which is payable solely by reason of the nature of the operations conducted by Grantee and any other sales or services taxes of general application to the Grantee's~~

operations, then the parties shall convene and negotiate in good faith an increase in Grantee's hauling rates.

2. In addition to the foregoing, Grantee may petition the Grantor for rate increases to cover unforeseen and unusual increases in the costs of operating under this Agreement. Grantee will be responsible for documenting the impact of such costs and any resulting increase in the rates and the Grantor shall reasonably and timely consider the request in good faith. The Grantor shall not unreasonably deny relief.

2.

B. Change in Law:

The Grantee may petition the Grantor to adjust Grantee's rates based upon unusual and unanticipated increases in the cost of doing business, including but not limited to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefor. The Grantor shall be entitled to audit the Grantee's financial and operational records directly related to the Grantee's request in order to verify the increase in costs and the reasons therefor.

"Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting the Grantee's operation under this Agreement more burdensome than the requirements that are applicable to Grantee and in effect as of the date of this Agreement. A change in any federal, state, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, tipping fee adjustment, charge or tax after the date of this Agreement that applies to Grantee's operations per se, such fee, charge or tax shall be treated as a Change in Law.

The Grantee's request must be made within one hundred twenty (120) days of the occurrence of such unusual change or cost, and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the Grantor. The Grantor shall make a reasonable determination based upon the documentation provided in reaching its decision and shall not unreasonably deny relief hereunder.

SECTION 31. DELINQUENT ACCOUNTS.

A. Commercial: When an account is delinquent by thirty (30) days Grantee shall provide the commercial establishment with the following written notices by United States Mail: 30 days, friendly reminder of delinquency; 40 days, notice of potential service interruption; 50 days, notice of service interruption; 60 days, final demand for payment; 65 days audit/final notification before cancellation; and 90 days cancellation and delivery to third party collection agency. At the time that the Grantee actually stops service, notification of that fact will be given to the Grantor.

B. Grantee shall make all reasonable efforts to work with commercial establishment customers regarding payment of their accounts prior to interrupting or canceling service, i.e., negotiate payment plans, resolve billing disputes, etc.

SECTION 32. ACCOUNTING; RIGHT TO AUDIT.

A. Grantee shall keep an accurate set of books and records reflecting gross revenues derived within the service area pursuant to this franchise. Said books and records shall reflect, in addition to information normally reflected pursuant to standard accounting procedures, and the requirements of Chapter 403, Florida Statutes, the name and service address of each residential and commercial establishment customer, dates of commencement and termination of service, the service charge and any change thereto, the billings, billing dates and receipt of revenues. Certified copies of the above shall be furnished to the Grantor upon request. These certified copies shall be provided in a reasonable amount of time not to exceed two weeks from the date of request.

B. Two (2) times per year the Grantor may audit the books and records of the Grantee in order to determine whether the franchise fees paid pursuant to Section 5 are those required thereby. Grantor's failure to exercise its right to audit at any time shall not constitute a waiver of such right, and notwithstanding such omission, the Grantor shall have such continuing right to audit until one year after the termination of this franchise. In the event that Grantor elects to exercise its right to audit, Grantor shall provide to Grantee written notice of such election at least forty-eight (48) hours in advance of the time of the audit. Grantor shall have the right to select the auditors to make the audit and one (1) audit per year shall be at the Grantee's expense. In the event a second audit is performed at Grantor's request in any given year, the expense of that second audit shall be borne by the Grantor, except in cases of fraud, deceit or intentional misrepresentation of monies due to the Grantor, in which case the expenses of the audit shall be borne by the Grantee. Grantee shall make available to the auditor, at no charge, such personnel, financial and other records as the Grantor may in its reasonable discretion request in order to complete such audit.

SECTION 33. COMPLAINTS.

All complaints shall be resolved by Grantee within twenty-four (24) hours. Grantee shall, within forty-eight (48) hours of receipt, supply Grantor with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/ form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be serviced on the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure.

SECTION 34. CHARGES FOR FAILURE OF PERFORMANCE.

A. Upon the recommendation of any Council member or City staff member, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee by vote of the City Council if the Council determines that

1. Total residential complaints during any calendar month involve more than one (1%) percent of the total residential customers within the service area;
2. Total residential complaints during the Grantor's fiscal year exceed more than two (2%) percent to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than three (3%) percent of the total commercial customers within the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than six (6%) percent to the total commercial customers within the service area; or

5. Where the lack of performance by Grantee is continuous and determined by the Council to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

B. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein and will be in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

- | | | |
|----|---|---|
| 1. | Failure to clean up spilled refuse | \$ 105 0.00 per incident |
| 2. | Failure to collect solid waste per location or special collection solid waste from any premises at or within service area | \$ 1005 0.00 per incident |
| 3. | Failure to complete each route on the regular scheduled pickup | \$ 14,5 000.00 per route not completed |
| 4. | Failure to keep equipment in clean, safe and sanitary manner | \$ 1504 00.00 per vehicle per day |
| 5. | Failure to have vehicle operator properly Licensed | \$ 1500 0.00 per day per incident |
| 6. | Failure to maintain office hours as set forth in Section 21 | \$ 1500 0.00 per incident |
| 7. | Failure to replace or repair any damage caused by Grantee or its personnel | \$ 10025 .00 per incident |

C. Within five (5) business days of the date of Council's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest with the City Clerk stating the reasons for disagreement within five (5) business days of the receipt of the notice of assessment. This protest will be acted upon by the City Council at the Council's next regularly scheduled council meeting.

SECTION 35. VENUE

The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. The venue for any action arising out of this Agreement shall be exclusively in Okaloosa County, Florida and nowhere else.

SECTION 36. SOVEREIGN IMMUNITY

Nothing contained herein is intended to nor shall be construed to waive the City of Destin's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from

time to time.

SECTION 37. CONFLICTING ORDINANCES AND RESOLUTIONS.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 38. FORCE MAJEURE.

A. ~~Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, epidemics and pandemics, quarantines, labor shortages, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party. If the Grantor or Grantee is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force of majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the Grantor or Grantee to correct the adverse effect of such event of force majeure.~~

B. ~~— An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the Grantor or Grantee from performing any of its obligations (other than payment obligation) under this Agreement:~~

1. ~~— Strikes and work stoppages unless caused by a negligent act or omission of Grantee or its agents or assignments.~~

2. ~~— Acts of God, tornado, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Grantee, its agents, and assignments), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather.~~

3. ~~— Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; and~~

4. ~~— Suspension, termination or interruption of utilities necessary to the operation of the duties under this Agreement;~~

5. ~~— Economic hardship of the Grantee shall not be considered an event of force majeure.~~

SECTION 39. JURY TRIAL WAIVER.

GRANTEE 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.

SECTION 40. PUBLIC RECORDS.

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

Specifically, GRANTEE 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 GRANTEE 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 GRANTEE 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.

SECTION 41. SAVINGS CLAUSE.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this franchise shall not be affected.

SECTION 42. EFFECTIVE DATE.

This ordinance shall take effect ~~immediately upon its adoption~~ October 1, 2022 by the City Council of the City of Destin, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk

ADOPTED THIS ____ DAY OF _____, 20172022

By: _____
Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing
has been reviewed and approved by the City Attorney.

City Attorney

Kyle S. Bauman _____ ,

APPROVAL AND ACCEPTANCE

WASTE MANAGEMENT INC. OF FLORIDA does hereby approve and accept the foregoing solid waste collection and disposal franchise and, as franchisee, agrees to perform, assume and comply with all of the terms, conditions, covenants and obligations of said franchise and authorizes the undersigned officer to execute this Approval and Acceptance.

Dated this _____ day of _____, ~~2017~~2022

WASTE MANAGEMENT INC. OF FLORIDA

By: _____

Name: _____

Title: _____

EXHIBIT A – EXHIBIT A

3% Franchise Fee (2022 Proposed Ordinance)

Commercial Establishment Rates							
These Rates do not include additional service requirement such as casters, opening gates, compactors, etc. Commercial Establishments that only require one 96-gallon cart will receive service two times per week at curbside and will be billed at the same rate as a two-yard container serviced one time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family	Multi – Family units that are serviced by Front Load Dumpsters will be billed to one entity based on the Commercial Establishment Rates for the service required and will not receive recycling service. Multi – Family units that are serviced by carts will be billed at the Residential Rate and shall receive recycling and horticultural waste pickup.						
Residential	All Commercial Rates are per Month DES Price Group						
	1	2	3	4	5	6	7
2 yard container	110.02	210.56	311.37	412.07	512.76	613.41	717.69
4 yard container	136.45	261.00	385.53	510.56	634.60	759.13	888.18
6 yard container	165.65	314.05	462.44	610.85	759.24	907.65	1061.94
8 yard container	191.26	363.51	535.76	708.03	880.29	1052.58	1231.49

Residential	DES Price Group
Residential Service With Recycling and Carts	\$ 307.20 Annual \$ 25.60 Monthly
Senior Citizen Residential Rates	\$ 251.40 Annual \$ 20.95 Monthly
Second Cart Residential Rates	\$ 178.56 Annual \$ 14.88 Monthly

Rates including 3% Franchise Fee and \$6.00 Annual Billing Fee:

Monthly			
Rate Monthly	\$ 24.83	\$ 20.32	\$ 14.43
Franch. Fee	\$ 0.77	\$ 0.63	\$ 0.45
Total Rate	\$ 25.60	\$ 20.95	\$ 14.88
Quarter	\$ 76.80	\$ 62.85	\$ 44.64
Annual	\$ 307.20	\$ 251.40	\$ 178.56

Regular
Senior
2nd Can

VIP Compactors: Proposed 2022

	1	2	3	4	5	6	7
2	\$ 185.25	\$ 358.92	\$ 532.59	\$ 706.27	\$ 879.96	\$ 1,053.63	\$ 1,253.63
4	\$ 229.74	\$ 445.74	\$ 661.74	\$ 877.73	\$ 1,093.73	\$ 1,309.70	\$ 1,509.70
6	\$ 278.92	\$ 539.84	\$ 800.75	\$ 1,061.67	\$ 1,322.53	\$ 1,583.50	\$ 1,783.50
8	\$ 322.04	\$ 624.90	\$ 927.77	\$ 1,230.65	\$ 1,533.51	\$ 1,836.38	\$ 2,036.38

RATE SHEET

COMMERCIAL							
Commercial rates should not include additional service requirements such as casters, opening gates, compactors, etc. Commercial Establishments that only require one (1) 96-gallon cart shall receive service (2) two times per week at curbside, and shall be billed at the same rate as a two (2) yard container serviced one (1) time per week. Commercial establishments shall be billed for the rate of service required and will not receive recycling services.							
Multi-Family Residential	Multi-Family units serviced by Front Load Dumpsters shall be billed to one entity based on the Commercial Rates for the service required and will not receive recycling service. Multi-Family units that are serviced by carts will be billed at the annual Residential Rate and shall receive recycling and horticultural waste pickup.						
2 yard container	Rate per Month <i>Frequency/Times per week</i>						
	1	2	3	4	5	6	7
	\$80.75	\$154.64	\$228.54	\$302.44	\$376.34	\$450.22	\$526.76
	\$100.15	\$191.56	\$282.96	\$374.37	\$465.77	\$557.18	\$651.90
	\$121.58	\$230.50	\$339.42	\$448.34	\$557.26	\$666.18	\$779.43
	\$140.38	\$266.80	\$393.23	\$519.67	\$646.10	\$772.54	\$903.87

RESIDENTIAL		
Residential Service with Recycling and Carts	\$239.76 \$19.98	Annual Monthly
Senior Citizen Residential Service	\$195.96 \$16.33	Annual Monthly
Second Cart Residential Service	\$138.96 \$11.58	Annual Monthly

RESIDENTIAL Including Franchise Fee			
	Regular	Senior	2 nd Cart
Rate Monthly	\$19.78	\$16.17	\$11.46
Franchise Fee	\$0.20	\$0.16	\$0.12
Total Rate	\$19.98	\$16.33	\$11.58
Quarter	\$59.94	\$48.99	\$34.74
Annual	\$239.76	\$195.96	\$138.96

VIP COMPACTOR \$							
Rate Per Month							
	1	2	3	4	5	6	7
2 yard container	\$126.42	\$238.27	\$350.15	\$462.05	\$553.72	\$744.58	\$911.57
4 yard container	\$163.59	\$308.27	\$452.88	\$597.55	\$742.23	\$962.90	\$1,178.89
6 yard container	\$203.39	\$380.85	\$558.34	\$735.76	\$953.59	\$1,184.16	\$1,449.26
8 yard container	\$238.40	\$448.66	\$658.89	\$869.12	\$1,126.45	\$1,400.14	\$1,714.13

PROVIDE METHODOLOGY FOR CALCULATING CPI / RATE INCREASE
Beginning 10/1/18, the contractor shall be entitled to receive an annual adjustment to the collection rates based upon the Consumer Price Index for water, sewer, and trash, CPI (CPI-WST) Not Seasonally Adjusted, All Areas, as measured by the preceding twelve month period ended each preceding June. The CPI-WST adjustment shall continue to be applied on October 1 of each contract year.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: July 11, 2022
TYPE OF AGENDA ITEM: Council Discussion Item
AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

THRU:

FROM:

DATE: 7/7/22

SUBJECT: 1. Procurement Policy

I. BACKGROUND:

II. DISCUSSION:

- A. Link to Strategic Goals / Objectives:** Financially Sound City Providing Service Excellence
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:** Jim Bagby

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

- 1. Purchasing Resolution 22-XX v1
- 2. Purchasing Resolution 22-XX v2
- 3. Resolution 19.07 - Purchasing Policy
- 4. Resolution 18-05 Amendment for Comp Plan Purchases
- 5. Crestview Purchasing Policy
- 6. Ocoee Purchasing Policy

RESOLUTION ~~19-07~~ 22-XX

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$15,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$15,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution ~~19-07~~ and 18-05.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes and Section 1.01 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties:

A. Authority

1. The City Charter does ~~not~~ designate ~~sole~~ procurement authority in ~~any specific official positions or offices~~ the City Council and City Manager. ~~Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.~~

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin, which shall be identified in the applicable Resolution. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

~~5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.~~

~~6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.~~

B. Purchasing Agent

~~71.~~ The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

~~82.~~ The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit

full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

Article 2. Purchasing procedures for purchases not exceeding \$215,000:

All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed \$15,000 may be approved by the City Manager and purchased pursuant to the following procedures:

1. Any purchase of supplies, materials and equipment not exceeding \$1,000 may be made by any authorized employee and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.

2. Any purchase of supplies, materials and equipment between \$1,001 and \$5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable ~~with- f- Final approval~~ in these cases shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.

3. Any purchase of supplies, materials, equipment or services between \$5,001 and ~~\$125,000~~ \$215,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.

Article 3. Purchasing procedures for ~~non-budgeted~~ purchases exceeding \$215,000:

1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein that were not approved in the fiscal year budget,

when the estimated cost thereof exceeds \$~~2~~15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.

3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies, materials and equipment, or contractual services included in the proposed contract.

4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services not approved in the fiscal year budget exceeding \$~~2~~15,000.

Article 4. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 and 3 of this Resolution.

Article 5. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manger's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds \$~~2~~15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds \$~~2~~15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds \$~~2~~15,000, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 6. Federally Funded Procurement Rules:

Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 7. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 8. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 3, except that the City Council shall approve all non-budgeted purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$~~2~~15,000:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. Nothing herein affects the requirements of the Florida Consultants Competitive Negotiation Act or City Resolution 01-13.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities.

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager.

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier), All purchasing of IT hardware and software must be approved by the IT director or his designate prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 9. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 5 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently

prevailing rates established by the U.S. Postal Service.

6. Advertising.

Article 10. No Bid Received Procedure:

Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

SECTION 3. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 11⁷~~th~~ DAY OF JULY~~NE~~ 20~~22~~~~19~~.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

RESOLUTION ~~19-07~~ 22-XX

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$15,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$15,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution ~~19-07~~ and 18-05.

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Article 1. Purchasing agent designated; specific duties and authority:

A. Authority

1. The City Charter does ~~not~~ designate ~~sole~~ procurement authority in ~~any specific official positions or offices~~ the City Council and City Manager. ~~Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.~~

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin, which shall be identified in the applicable Resolution. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

~~5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.~~

~~6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.~~

B. Purchasing Agent and Categories

~~71.~~ The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

~~82.~~ The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit

full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

Article 2. Purchasing ~~categories and procedures for purchases not exceeding \$15,000:~~

The purchase process is controlled by two components: (1) dollar amount and (2) approving authority. Dollar Amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase Approval thresholds apply to the established level of approving authority (ie. Department Head, Finance Director, City Manager or City Council)

Level 1 – Purchases up to \$1,000

Quote Requirement: Telephone, fax, internet or in-person quotation suggested.

Approval: Department Director or designee

Level 2 – Purchases for \$1,001 to \$5,000

Quote Requirement: Shall be a minimum of two written quotes indicating the vendor, contact information and price.

Approval: Department Director

Level 3 – Purchases for \$5,001 to \$15,000

Quote Requirement: Shall be three (3) documented written quotes

Approval: Department Director and Finance Director

Level 4 – Purchases for \$15,001 to \$25,000

Bid Requirement: Shall be three (3) documented written quotes

Approval: Department Director, Finance Director and City Manager

Level 5 – Purchases over \$25,000

Bid Requirement: Formal Bid Solicitation

Approval: Department Director, Finance Director, City Manager and City Council

Article 3. Procurement Thresholds

Pursuant to Florida Statute 166.241(2) the adopted budget must regulate expenditures of the municipality and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget. Unless otherwise provided by Florida Law or other provisions of the Code or waived as provided in City Law, all purchases by the City of commodities, contractual services and construction services shall be processed and approved in accordance with the following procurement thresholds:

<u>Level</u>	<u>Dollar Threshold</u>	<u>Method of Solicitation</u>	<u>Authority to Approve</u>
<u>Level One</u>	<u>Individual item and/or total purchase less than \$1,000</u>	<u>One Verbal quote, City's purchasing card should be used when possible</u>	<u>Department Director or designee</u>
<u>Level Two</u>	<u>Individual item and/or total purchase over \$1,000 and less than \$5,000</u>	<u>Two written quotes</u>	<u>Department Director or designee (Requires City Council approval for capital items if amount exceeds budgeted amount or has been changed from original budget)</u>
<u>Level Three</u>	<u>Individual item and/or total purchase more than \$5,000 and less than \$15,000</u>	<u>Three written quotes</u>	<u>Department Director and Finance Director (Requires City Council approval for capital items if amount exceeds budgeted amount or has been changed from original budget)</u>
<u>Level Four</u>	<u>Individual item and/or total purchase more than \$15,000 and less than \$25,000</u>	<u>Three written quotes</u>	<u>Department Director, Finance Director and City Manager (Requires City Council approval for capital items if amount exceeds budgeted amount or has been changed from original budget)</u>
<u>Level Five</u>	<u>Individual item and/or total</u>	<u>Formal bid solicitation</u>	<u>Department Director, Finance</u>

	<u>purchase over \$25,000</u>		<u>Director, City Manager and City Council</u>
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~~———— All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed \$15,000 may be approved by the City Manager and purchased pursuant to the following procedures:~~

~~———— 1. Any purchase of supplies, materials and equipment not exceeding \$1,000 may be made by any authorized employee and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.~~

~~———— 2. Any purchase of supplies, materials and equipment between \$1,001 and \$5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.~~

~~———— 3. Any purchase of supplies, materials, equipment or services between \$5,001 and \$15,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.~~

Article 3. Purchasing procedures for purchases exceeding \$15,000:

~~———— 1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds \$15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.~~

~~———— 2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.~~

~~———— 3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be~~

~~awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies, materials and equipment, or contractual services included in the proposed contract.~~

~~4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000.~~

Article 43. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 ~~and 3~~ of this Resolution.

Article 54. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manger's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds ~~\$215,000~~, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds ~~\$215,000~~, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds \$~~21~~5,000, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 65. Federally Funded Procurement Rules:

Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 76. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 87. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article ~~32~~, except that the City Council shall approve all non-budgeted purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$~~21~~5,000:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. Nothing herein affects the requirements of the Florida Consultants Competitive Negotiation Act or City Resolution 01-13.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities.

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other

units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager.

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier), All purchasing of IT hardware and software must be approved by the IT director or his designate prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 98. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 54 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.
6. Advertising.

Article 109. No Bid Received Procedure:

Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

SECTION 3. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall

remain valid and enforceable.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 17th DAY OF JULY 2021.

By: _____
Gary Jarvis, Mayor

ATTEST: The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

RESOLUTION 19-07

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$15,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$15,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR FEDERALLY FUNDED PROCUREMENTS; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, which provides for objective criteria used in the City of Destin's purchasing.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 18-05.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes and Section 1.01 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City is hereby amended as follows:

Article 1. Purchasing agent designated; specific duties:

A. Authority

1. The City Charter does not designate sole procurement authority in any specific official positions or offices. Per Section 4.01 of the City Charter, the City Manager serves at the pleasure of the City Council. Recognizing this authority. The City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.

2. Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from the Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

3. Any bid challenges to an exempted procurement shall follow the City's default challenge procedures.

4. Any procurements that are issued as part of any state or local grant programs, will require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

5. If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.

6. Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

7. The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida Law, City Law, or Federal Law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary).

8. The City Manager shall be responsible for:

A. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

B. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

C. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

D. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

E. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

F. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

Article 2. Purchasing procedures for purchases not exceeding \$15,000:

All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed \$15,000 may be approved by the City Manager and purchased pursuant to the following procedures:

1. Any purchase of supplies, materials and equipment not exceeding \$1,000 may be made by any authorized employee and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.

2. Any purchase of supplies, materials and equipment between \$1,001 and \$5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3) electronic or written quotes. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.

3. Any purchase of supplies, materials, equipment or services between \$5,001 and \$15,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.

Article 3. Purchasing procedures for purchases exceeding \$15,000:

1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds \$15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.

3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies, materials and equipment, or contractual services included in the proposed contract.

4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000.

Article 4. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 and 3 of this Resolution.

Article 5. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manager's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds \$15,000, a full report of such purchase

shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds \$15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds \$15,000, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 6. Federally Funded Procurement Rules:

Purchases utilizing Federal Transit Administration (FTA), Federal Emergency Management Agency (FEMA) or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and comply with all requirements of FTA Circular C 4220.1F, as amended from time to time. Contracts utilizing Federal funds shall include all required Federal contract clauses.

Article 7. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 8. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 3, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. Nothing herein affects the requirements of the Florida Consultants Competitive Negotiation Act or City Resolution 01-13.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities.

4. Cooperative Purchasing: Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager.

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier), All purchasing of IT hardware and software must be approved by the IT director or his designate prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 9. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 5 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.
6. Advertising.

Article 10. No Bid Received Procedure:

Where no bid has been received after publication of a bid/proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

SECTION 3. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 17th DAY OF JUNE 2019.

By: _____

Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

Rey Bailey, City Clerk

Kyle Bauman, City Attorney

RESOLUTION 18-05

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE AMENDMENT OF COMPREHENSIVE PURCHASING PROCEDURES; PROVIDING FOR AUTHORITY; PROVIDING FOR DESIGNATION OF PURCHASING AGENT AND SPECIFIC DUTIES; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES NOT EXCEEDING \$15,000; PROVIDING FOR PURCHASING PROCEDURES FOR PURCHASES EXCEEDING \$15,000; PROVIDING FOR DIVISION OF PURCHASE LIMITATION; PROVIDING FOR EMERGENCY PURCHASES; PROVIDING FOR THE ESTABLISHMENT OF A PURCHASING MANUAL; PROVIDING FOR EXEMPTIONS FROM FORMAL BID REQUIREMENTS ; PROVIDING FOR EXEMPTION TO RESOLUTION; PROVIDING A NO BID RECEIVED PROCEDURE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin is desirous of amending its comprehensive purchasing thresholds and procedures, to clarify that the City Council of the City of Destin, Florida ("City Council") may exempt certain matters from the City's routine procurement process.

WHEREAS, the City of Destin maintains that it is financially prudent to adopt these procedures by resolution due to continuous changes in the economy and growth within the City of Destin whereas the procedures were previously in Resolution 13-10.

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

SECTION 1. AUTHORITY. The authority for the enactment of this resolution is Chapter 166.021, Florida Statutes, Section 1.01 of the City Charter, and Section 4.01 of the City Charter.

SECTION 2. PURCHASING PROCEDURES AMENDED. Purchasing Procedures of the City are hereby amended as follows:

Article 1. Purchasing agent designated; specific duties:

A. Authority

The City Charter does not designate sole procurement authority in any specific official positions or office(s). Per Section 4.01 of the City Charter, the City Manager

serves at the pleasure of the City Council. Recognizing this authority, the City Council reserves the right, upon majority vote of the City Council, to exempt specific procurements (RFPs, RFQs, ITBs, or other bidding mechanisms), or specific contracts from either (1) some or all of the provisions of this Resolution, or (2) any other procurement policies or manuals governing procurements by the City of Destin.

Procurements and contracts are, by default, subject to this Resolution, unless specifically exempted by a vote of the City Council. However, if the City Council identifies an item it wishes to exempt from this Resolution, then any motion shall identify that the procurement shall be exempted because it is necessary to protect the health, safety, and welfare of the Citizens of Destin. Additionally, if a bidding document is required for the procurement, such as an RFP or ITB, then the document shall contain detailed instructions of how it will be administered. If the bidding document lacks directions as to any parts of its administration, then the applicable portions of this document shall act as default rules and procedures.

Any bid challenges to an exempted procurement shall follow the City's default bid challenge procedures.

Any procurements that are issued as part of any state or federal grant programs, which require furnishing of the City's procurements policies as part of the application process or qualification process, shall not be eligible to be exempted from the standard procedures set forth below.

If the City Council exempts a procurement from this Resolution, then pursuant to Sections 4.01 and 4.05(d) of the City Charter, the City Council expects the full cooperation of the City Manager to ensure sufficient City staff members, and City resources are dedicated to administer all aspects of the exempted procurement.

Additionally, since the City Manager will not be directing the issuance of bidding documents for any said procurement, then any bidding documents requiring a signature of a Destin official, shall be signed by the Mayor, or Mayor Pro Tem if the Mayor is unavailable.

B. Purchasing Agent

The City Manager or City Manager's designee shall be the purchasing agent for the City. All procurements made under this Resolution must only adhere to binding Florida law, City law, or Federal law, and are not to be limited by any rules of any voluntary trade associations or voluntary professional associations (if a certain profession legally mandates membership in a trade or professional association, then the trade or professional association is not voluntary). The City Manager shall be responsible for:

1. The purchase of supplies, materials and equipment, and contractual services required by any office, department or agency of the City.

2. The storage and distribution of all supplies, materials and equipment required by any office, department or agency of the City.

3. Establishing written specifications, whenever practicable, for supplies, materials and equipment and contractual services required by any office, department or agency of the City. Such specifications to the extent practicable should be definite and certain. Such specifications should be designed to permit full and open competition.

4. Maintaining, whenever practicable, a perpetual inventory record of all materials, supplies or equipment stored in storerooms or warehouses of the City.

5. Soliciting and maintaining an up-to-date list of qualified vendors who have requested their names to be added to the bidder's invitation list. The purchasing agent shall have authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud the City or who have failed to meet established specifications or delivery dates.

6. Obtaining purchases and contractual services in an environment of full and open competition as is practicable.

Article 2. Purchasing procedures for purchases not exceeding \$15,000:

All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof does not exceed \$15,000 may be approved by the City Manager and purchased pursuant to the following procedures:

1. Any purchase of supplies, materials and equipment not exceeding \$1,000 may be made by any authorized employee, and shall be evidenced by a receipt, which the employee shall deliver to the Finance Department. No advertising is required.

2. Any purchase of supplies, materials and equipment between \$1,001 and \$5,000, shall be approved by the Department Head, Finance Director, and City Manager. The Department shall solicit a minimum of three (3), electronic or written quotes.. If only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City Manager. Quotes must be memorialized in a memo and attached with the memo to the invoice. No advertising is required.

3. Any purchase of supplies, materials, equipment or services between \$5,001 and \$15,000 must be requested by a purchase requisition and shall be approved by the Department Head, Finance Director and City Manager. No purchases shall be made prior to the issuance of a purchase requisition except in emergency situations, which require immediate purchase, before the issuance of the purchase requisition, in which case a written explanation must accompany the request. The Department shall obtain three (3) written quotes, and if only one price quote is received, the price may be deemed fair and reasonable. Final approval shall be made by the City

Manager. Written quotes are required on vendor stationery and attached to the requisition. No advertising is required.

Article 3. Purchasing procedures for purchases exceeding \$15,000:

1. All supplies, materials and equipment, and contractual services, except as otherwise provided herein, when the estimated cost thereof exceeds \$15,000, shall be purchased by written contract from the lowest or best responsive responsible bidder, after due notice inviting proposals.

2. Before any purchase or contracts for supplies, materials and equipment, or contractual services under this Section are made, the purchasing agent shall give ample opportunity for competitive bidding. All bids shall be in writing. Competitive bidding shall be encouraged for all purchases and contracts for supplies, materials and equipment, and contractual services. In the event a state, civil, or other emergency is declared, the requirements of this Article shall be suspended as provided in Article 5.

3. All contracts for the City supplies, materials and equipment, or contractual services under this Article except as otherwise provided herein, shall be awarded to the lowest or best responsive responsible bidder after publication in a newspaper of general circulation in the City or any other newspaper that the bidding department determines will bring the most bid activity to the City. The notice must appear at least fourteen (14) days prior to the day set for receipt of proposals or equal the timeline established for bidding requirements in the Florida Statutes. The newspaper notice required herein shall include a general description of the supplies, materials and equipment, or contractual services to be purchased, shall state where bid blanks and specifications may be secured, the time and place for opening bids, shall state whether or not a bid deposit is required and the amount if required, shall state whether or not a performance bond is required, shall state whether or not a payment, labor, or material bond is required, and shall state the City shall have the authority to reject any or all bids, parts of all bids, or all bids for any one or more supplies, materials and equipment, or contractual services included in the proposed contract.

4. The City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000.

Article 4. Division of purchases limitation:

No contract or purchase shall be subdivided to avoid the purchasing requirements of Articles 2 and 3 of this Resolution.

Article 5. Emergency purchases:

1. Natural Disasters. If the State of Florida or the City declares a state or civil emergency, all normal purchasing procedures and requirements, as set forth herein shall be suspended and the following procedures shall apply:

A. The City Manager or City Manger's designee shall be empowered to secure any needed emergency supplies, materials and equipment, or

contractual services using the most efficient and effective procurement methods as in the best interest of the City. If the cost of any purchase exceeds the current formal bid threshold, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

B. With the approval of the City Manager, the head of any department may purchase any needed emergency supplies, materials and equipment, or contractual services, using the most effective procurement method, as determined by the department head, who made the emergency purchase necessary. If the cost of any purchase exceeds \$15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

C. The City Manager may request other governmental entities to purchase for the City any needed emergency supplies, materials and equipment, or contractual services or the City may purchase from another governmental entity any needed emergency supplies, materials and equipment, or contractual services such governmental entity has available. If the cost of any purchase exceeds \$15,000, a full report of such purchase shall be made to the City Council at the earliest available City Council meeting.

2. All other emergencies. In the event of an emergency, which is not declared a state or civil emergency, such as an equipment failure, catastrophic damage to city property, or other similar unexpected event, all normal purchasing and requirements directly related to such emergency shall be suspended and with the approval of the City Manager, the head of any department may purchase any required emergency supplies, materials and equipment, or contractual services. The head of such department shall send to the City Manager a copy of the delivery record, if applicable, together with a full written report of the circumstances of the emergency. If the cost exceeds \$15,000, a full report of each such purchase shall be made to the City Council at the earliest available City Council meeting.

Article 6. Purchasing Manual:

For the purposes of clarifying operating instructions, the City Manager shall have the authority to establish and amend from time to time, a Purchasing Manual, the contents of which shall be consistent with this Resolution.

Article 7. Exemptions to Bid Requirements:

The following situations are exempt from formal competitive bid requirements of Article 3, except that the City Council shall approve all purchases and contracts for supplies, materials, equipment, or contractual services exceeding \$15,000:

1. Professional Services: Contracts for professional services involving particular skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding. A written contract or engagement letter in each instance shall be required. Nothing herein affects the requirements of the Florida Consultants

Competitive Negotiation Act or City Resolution 01-13.

2. Sole-Source Supplies: Sole source supplies, available from only one source, such as unique, patented, or franchised supplies.

3. Bids and contracts from other entities: Where the City Council finds that it is in the best interest of the City to use formal written contracts or competitive bids of other governmental entities.

4. Cooperative Purchasing Orders or contracts for supplies, materials, services and equipment that are cooperative purchases with other units of government, when, in the discretion of the City Manager, the best interests of the City would be better served thereby.

5. State Contract: Orders or contracts for supplies, materials and equipment which are the subject of contracts with the State of Florida, as set forth in Section 287 of the Florida Statutes, as amended from time to time, or with the United States Government, in the discretion of the City Manager.

6. Computer Equipment and Peripherals: Orders or contracts for personal computers, printers, associated parts, and software and communications services, (i.e. telephone and wireless services, which services are not considered a sole source supplier), All purchasing of IT hardware and software must be approved by the IT director or his designate prior to purchasing to ensure uniformity throughout the City.

7. Unique Circumstances: Under unique circumstances in which the City Manager and/ or the City Council finds that compliance with the purchasing procedures will harm or prejudice the City.

Article 8. Exemption to Purchasing Resolution:

The following situations are exempt from this purchasing resolution and are within the approval authority of the City Manager or City Manager's designee:

1. Emergency Purchases: As defined in Article 5 above.
2. Seminar registrations and professional membership dues, fees, and publications.
3. Purchase of local utility service, excluding communications, (i.e. telephone and wireless services), which services are considered a sole source supplier.
4. Purchase of print and electronic media for the Library.
5. Postage expenses, when billed by a vendor at the currently prevailing rates established by the U.S. Postal Service.

6. Advertising.

Article 9. No Bid Received Procedure:

Where no bid has been received after publication of a bid/ proposal, the City Manager is authorized to solicit products or services or seek other alternatives for purchasing, such as cooperative purchasing agreements.

SECTION 3. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid all other provisions thereof shall remain valid and enforceable.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 16th DAY OF JANUARY 2018

By: Scott Fischer
Scott Fischer, Mayor

ATTEST:

Rey Bailey
Rey Bailey, City Clerk

Legal Form Approved By:

Jeff Burns
Jeff Burns, City Attorney

A. Purchasing Categories

The purchase process is controlled by two components: (1) dollar amount and (2) approving authority. Dollar Amount categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval thresholds apply to the established level of approving authority (i.e. Department Head, Finance Director, City Manager, or City Council).

Level 1 – Purchases up to \$1,000

Quote Requirement: Telephone, fax, internet, or in-person quotation suggested.

Approval: Department Head or designee.

Level 2 – Purchases for \$1,001 to \$7,500

Quote Requirement: Shall be a minimum of three (3) verbal quotes (Verbal, Telephone, Written, or Electronic) indicating vendor, contact information and price.

Approval: Department Head

Level 3 – Purchases for \$7,501 to \$15,000

Quote Requirement: Shall be three (3) documented written quotes; Approval: Department Head, Finance Director

The Finance Director reserves the right to verify quotes and pricing information and check to determine whether delivery charges have been included, and/or seek further competition. If there is any doubt about authorization the City Manager has final approval.

Level 4 – Purchases for \$15,001 to \$25,000

Bid Requirement: Formal Bid Solicitation by end-user department through coordination Approval: Department Head, Finance Director, City Manager

Level 5 Purchases over \$25,000

Bid Requirement: Formal Bid Solicitation by end-user department through coordination Approval: Department Head, Finance Director, City Manager, City Council

Chapter 21 - PURCHASING POLICY

[HISTORY: Adopted 7-16-1996 as Ord. No. 96-10; amended and restated in its entirety 10-4-2005 by Ord. No. 2005-014; 11-1-2016 by Ord. No. 2016-014; 8-1-2017 by Ord. No. 2017-021.]

§ 21.1. - Definitions.

- A. COMMODITY means any of the various supplies, materials, goods, merchandise, equipment, and other personal property.
- B. INVITATION TO BID (ITB) refers to the formal solicitation of two or more competitive sealed bids. The ITB is used when the City is capable of specifically defining the scope of work for which a commodity, contractual service, or construction service is required or when the City is capable of establishing precise specifications defining the actual commodity, group of commodities, material, or equipment required.
- C. CONTRACTOR or VENDOR means a party who contracts to sell commodities, construction services, or contractual services to the City.
- D. CONSTRUCTION SERVICES means the provision of services rendered by individuals and firms to provide labor and materials for the construction, renovation, repair, modification, or demolition of any public infrastructure, building, portion of a building, earthwork, roads, utilities, park, parking lot, public works or other improvement to real property, in a manner consistent with the construction industry licensure and procurement laws of the State of Florida.
- E. CONTRACT means a written agreement or purchase order between the City and a vendor detailing the legal responsibilities of both parties in the offer and acceptance of a specific act, usually for the procurement of goods, services, or construction for money or other considerations.
- F. CONTRACTUAL SERVICES means only those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consultants; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.
- G. EMERGENCY PURCHASE means those purchases occurring when certain conditions might adversely affect the life, health, safety, and welfare of City employees or its citizens, or when City property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address non-compliance with Florida Statutes or other regulatory laws and permits, or situations which may cause a major adverse financial impact to the City should immediate action not be taken.
- H. GOVERNMENT CONTRACTS includes contracts by other governmental agencies to include any political subdivision of the State of Florida or the United States, Special Districts, or special co-operative contracts provided such contracts are the result of a competitive bidding process, of which the City is extended the same terms and conditions, including price, of the contract.
- I. PROCUREMENT means purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; includes all functions that pertain to the acquisition of such items, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of

contract administration.

- J. PROFESSIONAL SERVICES means those services rendered by members of a recognized profession, supplied by a licensed or certified person, the performance of which is typically governed by State and Federal laws or professional practice standards.
- K. PURCHASING MANUAL means the written purchasing procedures and practices which may be promulgated from time to time by the City Manager to implement and adhere to this Chapter.
- L. PURCHASE REQUISITION is a request for a PO to be issued and is required for all items that cannot be purchased using the City's purchasing card.
- M. PURCHASE ORDER (PO) is a signed, numbered document authorizing an employee to purchase goods or services. POs are the result of the authorized purchase requisition.
- N. PURCHASING CARD means a Visa or Mastercard issued to designated employees to be used in compliance with this Chapter and the City's purchasing card policies and procedures.
- O. QUOTATION or QUOTE is an informal written or verbal price proposal for a commodity or contractual service as stated by the vendor to be used to determine the correct price for purchase.
- P. REQUEST FOR PROPOSALS (RFP) refers to the formal solicitation of two or more competitive sealed proposals. The RFP is used when the City cannot specifically define the scope of work for which the contractual service, commodity, or construction is required. The City is requesting that a qualified respondent propose a commodity, contractual service, construction, material, or equipment to meet the specifications of the solicitation document. Each RFP requires a selection committee to score the evaluation criteria, which includes price.
- Q. REQUEST FOR QUALIFICATIONS (RFQ) refers to the formal solicitation of qualification statements for the procurement of professional services and other services requesting qualifications of firms only, and does not consider price in the ranking of firms. Each RFQ requires a selection committee to score the evaluation criteria.

§ 21.2. - Establishing purchasing function.

There is hereby established a purchasing function within the Finance Department of the City. The Purchasing Agent shall be a budgeted position and shall serve as the central procurement officer of the City.

§ 21.3. - Authority.

Subject to compliance with this Chapter and the City's Purchasing Manual, the Purchasing Agent or designee is hereby granted authority to purchase or contract for all commodities and contractual services required by the City or other agencies under cooperative purchasing agreements.

§ 21.4. - Procurement thresholds.

Pursuant to § 166.241(2), Florida Statutes, the adopted budget must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget. Unless otherwise provided by Florida Law or other provisions of the Code or waived as provided in

this Chapter, all purchases by the City of commodities, contractual services, and construction services shall be processed and approved in accordance with the following procurement thresholds:

Level	Dollar Threshold	Method of Solicitation	Authority to Approve
Level One	Individual item and/or total purchase less than \$5,000	One Verbal quote, City's purchasing card should be used when possible.	Department Director or designee
Level Two	Individual item and/or total purchase \$5,000 and over and less than \$10,000	Two written quotes	Department Director or designee (Requires City Commission approval for capital items if amount exceeds budgeted amount or has been changed from original budget)
Level Three	Individual item and/or total purchase \$10,000 and over and less than \$25,000	Three written quotes	Purchasing agent (Requires City Commission approval for capital items if amount exceeds budgeted amount or has been changed from original budget)
Level Four	Individual item and/or total purchase \$25,000 and over and less than \$50,000	Three written quotes	City Manager (Requires award or rejection by the City Commission if the purchase exceeds the original budgeted dollar amount, or has been changed from original budget)
Level Five	Individual item and/or total purchase \$50,000 and over	Formal solicitation	City Commission

§ 21.5. - Exceptions to procurement thresholds.

When it is determined to be in the best interest of the City, the procurement thresholds contained in § 21.4 above may be waived on a case-by-case basis. The authority to waive the procurement thresholds is as follows:

- A. The Purchasing Agent may waive the minimum standards for any commodity or contractual service which is less than \$25,000 in value. In such case, the Purchasing Agent shall attach a written explanation for waiver to the purchase order.
- B. The City Manager may waive the minimum standards for any commodity or contractual service which is over \$25,000 and less than \$50,000 in value. In such case, the City Manager or designee shall file a written explanation for waiver with the Purchasing Agent.
- C. The City Commission may waive the minimum standards for any commodity or contractual service in excess of \$50,000.

§ 21.6. - Emergency purchases.

- A. The Department Director may make emergency purchases in accordance to the authority to approve provisions of the procurement thresholds set forth in § 21.4, and in accordance with emergency purchasing procedures set forth in the Purchasing Manual. A summary report of all emergency purchases shall be submitted to the City Manager on a monthly basis.
- B. Emergency purchases of \$50,000 or more will require that the City Manager or the Department Director inform the City Commission regarding the purchase and the nature of the emergency, by submitting a report, of all such emergency purchases at the next regularly scheduled City Commission meeting following the emergency.

§ 21.7. - Procedures and practices.

- A. The City Manager is hereby directed to establish a system, or amend the existing system, of uniform procurement procedures and practices to implement this Chapter. The purchasing procedures, as established by the City Manager above, are detailed as part of the Purchasing Manual.
- B. The adoption of a purchasing policy shall be made by City Ordinance.
- C. According to the City Charter, the Mayor and City Clerk shall execute all contracts. As set forth in § 21.4, the purchase of commodities and contractual services with a value less than \$50,000 do not require City Commission approval. If a contract is required in connection with such a purchase, then following compliance with § 21.4, Procurement Thresholds, the Mayor and City Clerk shall execute all such contracts.
- D. Violations: The following actions shall be considered procurement violations: Purchases made that are not in compliance with the procurement thresholds stated at § 21.4; splitting a purchase or purchases to circumvent the procurement thresholds provided herein; purchases made from merchants that create a conflict of interest as this term is defined herein, (including, but not limited to, authorizing purchases

from a company where the employee or the employee's relative has a financial interest); purchases from companies that are not City vendors; inadequate recordkeeping relating to purchases; and/or failure to properly document purchases.

- E. Conflict of interest for City officers and employees engaged in the selection, award, and administration of City contracts, including contracts supported by a State or Federal award or funding, shall be governed by City Charter Chapter C-56, Personal Financial Interest; § 3.01, Policy of the City; § 4.01, Conflict of Interest, City Personnel Rules and Regulations; and Part III, Chapter 112, Florida Statutes, the Code of Ethics for Public Officers and Employees.
- F. Failure to comply with the purchasing ordinance or Purchasing Manual is a group I or group II offense as defined in the Personnel Rules and Regulations, and may result in removal of the employee's procurement privileges and other disciplinary actions, up to and including termination, as detailed in the Personnel Rules and Regulations.
- G. Federal grants: All procurements by Federal grant recipients and sub-recipients shall comply with the provisions of 2 C.F.R. Section 200.317 - 326. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 C.F.R. Section 200.317—326.

In the event of a conflict between the City's purchasing policy, codified at Chapter 21 of the City's Code of Ordinances, and Federal Code, the more restrictive rule shall prevail.

§ 21.8. - Exemptions.

- A. The following commodities and contractual services are excluded from the competitive requirements of § 21.4; however, the "Authority to Approve" provision of § 21.4 is applicable to such procurements:
 - (1) Appraisal services;
 - (2) Catering/food;
 - (3) Collective bargaining agreements;
 - (4) Dues;
 - (5) Employee screening services including medical;
 - (6) Entertainment;
 - (7) Financial services;
 - (8) Freelance services;
 - (9) Land purchases;
 - (10) Legal advertising;
 - (11) Legal services;
 - (12) Postage/shipping;
 - (13) Temporary employment contracts;
 - (14) Travel/training;
 - (15) Utilities;
 - (16) Veterinarian services.
- B. Construction management and construction program management (to the extent authorized by §

255.103, Florida Statutes), architectural, engineering, landscape architectural, surveying and mapping services, design criteria professionals, or design-builder services shall be procured in accordance with the requirements of Florida's Consultant's Competitive Negotiation Act (CCNA) as set forth in § 287.055, Florida Statutes, and are excluded from the competitive requirements of § 21.4.

- C. Professional auditing services shall be procured in accordance with the requirements of § 218.391, Florida Statutes, and are excluded from the competitive requirements of § 21.4. Section 218.391 is short-titled "Auditor Selection Procedures".
- D. Group insurance for employees and public officers shall be procured in accordance with the requirements of § 112.08, Florida Statutes, and are excluded from the competitive requirements of § 21.4. Chapter 112.08 is short-titled "Group insurance for public officers, employees, and certain volunteers; physical examinations."

§ 21.9. - Bid protest procedures.

All bid protests shall be submitted to the purchasing agent in the following manner:

- A. A bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
- B. A bid protest shall be limited to the following grounds:
 - (1) Issues arising from the procurement provisions of the project manual, its addenda, and other bidding documents; and/or
 - (2) Applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
- C. The content of the bid protest shall fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
- D. The bid protest shall be filed with the purchasing agent not later than five calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
- E. The purchasing agent, on behalf of the City, shall make a determination of the merits of the protest not later than five business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.